

CONDOMINIUM DOCUMENTS

THE SEAGULL BEACH CLUB

A CONDOMINIUM

SUPPLEMENTARY INFORMATION

THE



#24-3735-CI-4-702



CFN 98038730

03-03-98 01:13 pm

OR Book/Page: 3807 / 1191

AN INTERVAL OWNERSHIP VACATION RESORT

4440 OCEAN BEACH BOULEVARD • COCOA BEACH, FLORIDA 32931 • TELEPHONE 407/783-4441 • FAX 407/783-4454

AFFIDAVIT

I, Carey Pritchett, President of Seagull Condominium Association, Inc., dba Seagull Beach Club, was present at the voting for the following five (5) Amendments and two (2) Ratification actions by the membership of this organization. All actions were passed by a sound majority of those present and those voting by proxy. A quorum of members was present with 115 owners and 704 proxies, totaling 819 members voting, or 44.61% of the membership According the Florida Statute Chapter 721, a quorum for a time share meeting is 15% of the membership present or by proxy.

I do hereby certify that all votes have been tabulated and the results quoted on page 5. All votes are a matter of record and subject to inspection at any time upon written request. All of the following have been reviewed by legal counsel and recorded as indicated. All owners are reminded that these amendments and ratification actions are effective as of the date of recording.


CAREY PRITCHETT, PRESIDENT

DATE: 2/17/98

Sandy Crawford

Clerk Of Courts, Brevard County

#Pgs: 5	#Names: 3	
Trust: 3.00	Rec: 21.00	Serv 0.00
Deer: 0.00		Excise: 0.00
Mtg: 0.00		nt Tax: 0.00



CFN 98038730

OR Book/Page: 3807 / 1192

DOCUMENT AMENDMENTS AND RATIFICATIONS

(INSTRUCTIONS AS TO MARKING: DELETIONS OR CHANGES ARE INDICATED BY STRIKE-THROUGH MARKS, I.E. (~~SEAGULL BEACH CLUB~~); NEW LANGUAGE AND NEW ADDITIONS ARE UNDERLINED, I.E. (SEAGULL BEACH CLUB).

AMENDMENT TO THE BYLAWS OF THE SEA GULL CONDOMINIUM ASSOCIATION, INC AS EXHIBIT "E", RECORDED AT THE BREVARD COUNTY CIRCUIT COURT, LAND AND TITLE DIVISION IN BOOK #1913 AT PAGE 06 THROUGH 108 DATED 11 MAY 1977. SPECIFICALLY SECTION 8, (C) (i). "Related to Maintenance and Up-keep: When in the judgment of the Board of Administration the condominium property shall require alterations, additions, or improvements in excess of the usual items of maintenance, but which are related to the maintenance and up-keep of the condominium project, such as new carpeting, and painting of the building, and the making of such additions, alterations, or improvements shall have been approved by a majority of the unit owners, the Board of Administration shall proceed with such additions, alterations or improvements, and shall assess all unit owners for the costs thereof as a common expense. Provided, however, no aggregate of said special assessment shall be levied for improvements which exceed fifteen percent (15.0%) of the current, regular annual assessment during the annual assessment year, unless prior written consent is received from not less than seventy five percent (75.0%) approved by a majority of the voting members present or by proxy at a duly called meeting of members of the Association..

SUMMARY: THIS AMENDMENT REQUIRES A DULY CALLED OWNERS MEETING IF THE BUDGET WILL EXCEED 115% OF THE CURRENT YEAR'S BUDGET FOR THE NEXT YEAR. PROXIES WILL BE SENT TO EACH OWNER AND THE VOTE TAKEN AT THE MEETING WITH THOSE PRESENT AND VOTING BY PROXY

2. AMENDMENT TO THE BYLAWS OF THE SEA GULL CONDOMINIUM ASSOCIATION, IN EXHIBIT "E", RECORDED AT THE BREVARD COUNTY CIRCUIT COURT, LAND TITLE DIVISION IN BOOK # 1913 AT PAGE 06 THROUGH 108 AND DATES 11 MAY, 1977; SPECIFICALLY, SECTION 8 FISCAL MANAGEMENT, PARAGRAPH (C)(ii): "Not Related to Maintenance and Upkeep: Special assessments may be made by the Board of Administration from time to time to meet other needs and requirements of the Association in the operation and management of the condominium, and to provide for emergencies, repairs or replacements and infrequently recurring items of maintenance. However, a special assessment which is not connected with an actual operation, managerial or maintenance expense of the condominium, shall not be levied without the approval of a majority of owners present or voting by



~~proxy at a duly called meeting of owners, owning not less than seventy-five percent (75%) of the membership of the Association"~~

SUMMARY: THIS AMENDMENT PERMITS THE BOARD OF ADMINISTRATION TO HAVE SPECIAL, NON-OPERATIONAL ASSESSMENTS APPROVED BY A MAJORITY OF OWNERS PRESENT, INCLUDING PROXIES AT A DULY CALLED MEETING OF THE ASSOCIATION

3. AMENDMENT TO SEA GULL CONDOMINIUM ASSOCIATION BYLAW AS EXHIBIT "E", RECORDED AT BREVARD COUNTY CIRCUIT COURT, LAND AND TITLE DIVISION IN BOOK 1013 AT PAGE 06 THROUGH 107 DATED 11 MAY, 1977. SPECIFICALLY SECTION 8, SUB-PARAGRAPH C) (iii): " For emergencies. The Board of Administration shall have the authority to immediately institute emergency repairs, replacements and restore operations for the Association following an act of God, natural disaster or any other damage to the property. Assessments for common expenses of emergencies that cannot be paid from either the insurance coverage or the annual assessments for common expenses will be made only after notice of the need for such is given to the members. Fourteen days after such notice is given, the emergency special assessment shall be due. After such notice, and upon approval by a majority of members present, including proxies, at a duly called meeting of owners, not less than seventy-five percent (75.0%) of the membership of the Association, the assessment shall become effective; and it will be due as directed by the Board of Administration in such a manner as the Board of Administration may require in the notice of assessment."

SUMMARY: THIS AMENDMENT PERMITS THE BOARD OF ADMINISTRATION TO ACT IMMEDIATELY TO LEVY A SPECIAL ASSESSMENT FOLLOWING AN EMERGENCY CONDITION, EVENT OR OTHER UNFORESEEN AND UN-BUDGETED REQUIREMENT. IT ALSO REDUCES THE 75% REQUIREMENT FOR VOTING TO A MAJORITY OF THOSE PRESENT INCLUDING PROXIES, THIS SHOULD ENABLE THE BOARD OF ADMINISTRATION TO INITIATE FUNDING OF AN EMERGENCY ALMOST IMMEDIATELY.

4. AMENDMENT TO AMENDMENT 8, DATED JANUARY 29TH, 1993 AND FILED IN BOOK 3263 AT PAGE 4245 IF THE BREVARD COUNTY LAND RECORDS, WHICH READS AS FOLLOWS: 8.(D) Assessments against unit owners for their share of items of the budget will be made for the fiscal year annually in advance for which the assessments are made. Such assessments will be made in annual installments for the unit weeks held in that year. The payment is due on January 1st of each year. If an annual assessment is not made as required, an assessment will be presumed to have been made in an amount equal to the last prior assessment, and annual installments will be due each installment date, January 1st of each year, unless changed by an amended assessment. In the event that an annual assessment is proven to be insufficient, the budget may be amended from time to time by the Board of Administration provided the amended budget does not exceed such limitation as would be subject to the approval of the membership as required by these Bylaws, and in accordance with the procedures for the adoption of said amended budget. The unpaid assessment for the remaining portion of the calendar year for which the amended assessment is made will be due in annual installments due on the first day of



January each year when such an amended assessment is made. Owners possessing weeks from Week 27 thru Week 52 shall, for and additional fee of \$10.00 per unit week, be permitted to delay payment of their fees until July 1st. The delinquency date, if this method is used, will be August 1st of each year. In all cases, however, there will be a fifteen dollar twenty-five dollar (\$25.00) late charge for each week deemed delinquent, and also an additional charge of 1.5% per month will be assessed for each month of delinquency. fifteen dollar late charge for each billing period.

SUMMARY: THIS AMENDMENT REMOVES THE ABILITY OF SECOND HALF OWNERS TO PAY AN ADDITIONAL \$10.00 AND DELAY PAYMENT UNTIL JULY 1ST. IT FURTHER INCREASES THE DELINQUENT FEE FROM \$15.00 TO \$25.00.. THE MONTHLY LATE CHARGE IS SPECIFIED AT 1.5% PER MONTH, OR 18% ANNUAL RATE. THIS REDUCES THE EXPENSE OF DELINQUENT COLLECTIONS BY ABOUT 40% AND GIVES US THE OPPORTUNITY TO FORECLOSE IN THE SAME YEAR OF THE DELINQUENCY. PLEASE PLACE A CHECK MARK AFTER YOUR VOTE PREFERENCE:

5. AMENDMENT TO VOTING REQUIREMENTS OUTLINED IN THE DECLARATION OF CONDOMINIUM, THE ARTICLES OF INCORPORATION AND THE BYLAWS OF THE SEAGULL CONDOMINIUM ASSOCIATION, INC AS RECORDED AT THE BREVARD COUNTY LAND AND TITLE DIVISION OF THE CIRCUIT COURT IN BOOK 1913 AND AT PAGES 06 AND FOLLOWING TO PAGE 109: (NEW PARAGRAPH 28 IN THE DECLARATION OF CONDOMINIUM) At every mention of voting procedures and percentages in this Declaration, the following amendment shall be in effect: The voting procedure shall be held at a duly called meeting which has a quorum of fifteen (15%) percent of validated owners present or voting by proxy. All required voting shall be decided by the winning majority of those members present or represented by proxy.

6. THE UNDERLINED LANGUAGE IN AMENDMENT 5 SHALL BE ADDED TO THE ARTICLES OF INCORPORATION AS AN AMENDMENT TO ARTICLE XIV, ADDING PARAGRAPH (H).

7. THE UNDERLINED LANGUAGE IN AMENDMENT 5 SHALL APPLY TO AND BE ADDED AT PARAGRAPH 10 (E) IN THE BYLAWS OF SEAGULL CONDOMINIUM ASSOCIATION.

SUMMARY: AMENDMENTS 5, 6 AND 7 REQUIRE MODIFICATION OF THE VOTING LANGUAGE TO PERMIT US TO REDUCE THE COSTS OF ATTAINING 75% FOR ANY VOTE. THE STATE OF FLORIDA DROPPED THE TIMESHARE QUORUM AND VOTING PERCENTAGES TO 15% IN APRIL 1994. THIS AMENDMENT REQUIRES A QUORUM AT A DULY CALLED MEETING of fifteen (15%) percent. HOWEVER, IT REQUIRES A SIMPLE MAJORITY OF THOSE PRESENT OR VOTING BY PROXY FOR THE DECISION(S) NEEDED.

OWNER RATIFICATION OF EMERGENCY AND OTHER ACTIONS

1. In July, 1996, your Board of administration was faced with two major problems. As you were made aware in the Newsletters, we had to immediately repair the expanded and broken concrete before another large piece fell and injured or killed a guest or owner. Since we were unable to

borrow funds in the normal way (each owner of our 1836 would have had to sign the loan) the Board voted to special assess each of us for \$140.00 per week. HOWEVER, SPEED WAS ESSENTIAL SINCE WE HAD ONE NEAR FATALITY. THE BOARD VOTED TO BORROW FROM THE SPECIFIC RESERVE FUNDS AND OPERATING FUNDS TO START THE EMERGENCY REPAIR. THE BORROWING WAS WITH THE UNDERSTANDING THAT THIS SPECIFIC RESERVE ACCOUNT WOULD BE RE-CONSTITUTED AFTER CONSTRUCTION AND FROM THE FUNDS RECEIVED IN THE ASSESSMENT. THIS FUND IS BEING REPLACED IN THE 1998 BUDGET. RATIFICATION OF THIS ACTION IS REQUESTED.

2. DURING THE PREPARATION OF THE 1998 BUDGET, THE BOARD OF ADMINISTRATION DIRECTED THE MANAGER TO RE-ALLOCATE THE SPECIFIC RESERVES TO INCLUDE OTHER ITEMS FOR FUTURE REPLACEMENT AND TO ADJUST THE RESERVE BALANCE FOR MAJOR EXPENDITURES THAT WERE ACCOMPLISHED DURING THE CONSTRUCTION, I.E. OUTSIDE PAINTING, RE-FINISHING THE DOORS, AND REPLACING THE RAILINGS ON ALL BALCONIES AND WALKWAYS. THIS WAS ACCOMPLISHED AND HAS BEEN COMPLETED IN 1997. RATIFICATION OF THIS ACTION IS REQUESTED.

SUMMARY: In each of the above cases, the Board of Directors voted for and approved actions on an emergency basis which were essential to the continued operation and functioning of the Seagull Condominium Association. At all times our owners were notified that these actions were either being taken or had been taken. To that end, your ratification serves notice to everyone, including the State of Florida, that the actions were taken on your behalf.

The following is a summary of voting at the Annual Meeting of January 10th, 1998 as it pertained to these amendments and ratification sections above:

On the Amendments

Amendment 1: 591 yes; 113 no
Amendment 2: 545 yes, 145 no
Amendment 3: 585 yes, 114 no
Amendment 4: 397 yes, 46 no
Amendment 5: 337 yes, 102 no
Amendment 6: 634 yes, 31 no (Ratification)
Amendment 7: 626 yes, 34 no (Ratification)

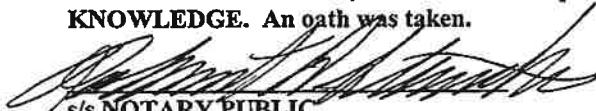


CFN 98038730

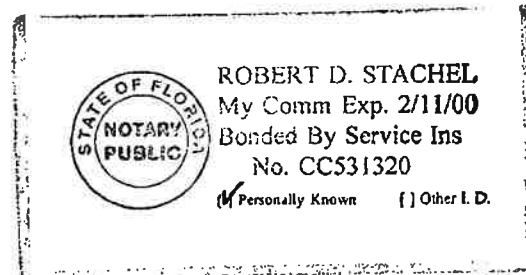
OR Book/Page: 3807 / 1195

STATE OF FLORIDA
COUNTY OF BREVARD

I HEREBY CERTIFY that of this day, before me, an officer duly authorized to administer oaths and take acknowledgements, personally appeared Carey Pritchett, President, who is known to me to be the person described in and who executed the foregoing instrument and acknowledged before me that he executed the same, and that I relied upon the following identification, namely PERSONAL KNOWLEDGE. An oath was taken.


s/s NOTARY PUBLIC

MY COMMISSION EXPIRES ON 02/11/2000



THE



Handy Computer Clerk Circuit Court

Recorded on	3	Verified	Brevard County	FL
# Pgs.	3	# Pages	2	
Trial Fund	2.00	Rec Fee	13.00	
Stamp Book		Excise Tx		
Stamp-Kit		Int Tx		
Service Chg		Refund		

AN INTERVAL OWNERSHIP VACATION RESORT

4440 OCEAN BEACH BOULEVARD • COCOA BEACH, FLORIDA 32931 • TELEPHONE 407/783-4441 • FAX 407/783-4454

AFFIDAVIT

On January 9th, 1993, at the Annual Business Meeting of Seagull Condominium Association, Inc., a majority of the members present or by certified proxy, voted to approve the following amendments to the Declaration and Bylaws of the Association as recorded in Book 1913, at pages 96, 97, & 105, dated June 20th, 1977, as amended. Changes approved at this meeting are attached as Exhibit A.

IN WITNESS WHEREOF, The President of the Seagull Condominium Association, Inc. has signed and sealed these presents on the day and year first below written.

Signed, sealed and delivered in presence of:

Beth A. Jones
WITNESS: *BETH A. JONES*

John A. Jordan L.S.
PRESIDENT: *John A. Jordan*

Robert A. Stachel
WITNESS: *ROBERT A. STACHEL*

STATE OF FLORIDA
COUNTY OF BREVARD

I HEREBY CERTIFY that on this day, before me, an officer duly authorized to administer oaths and take acknowledgements, personally appeared JOHN A. JORDAN and personally to me to be the person (s) described in and who executed the foregoing instrument and acknowledged before me that he executed the same, that I relied upon the following form of identification of the above-named person: MILITARY ID and that an oath was taken.

WITNESS my hand and official seal in the County and State last aforesaid this 29 day of January, A.D., 1993.

Maria C. Morrow
NOTARY PUBLIC
My Commission Expires: _____
NOTARY PUBLIC STATE OF FLORIDA
COMMISSION NO. 001984
MY COM. EXPIRES 01/01/96

320841

93 JAN 29 PM 4:13

BK3263PG4245

COMPLETE WORDING OF EACH AMENDMENT

AMENDMENT # 5, 6 AND 7:

AMENDMENT # 5:

AMENDMENT TO PARAGRAPH 4. B & G; 10. C. OF THE BY LAWS AND ARTICLE 24, PARAGRAPH C OF THE DECLARATION OF CONDOMINIUM AS RECORDED IN BOOK 1913 AT PAGES 96, 97 & 105, DATED JUNE 20TH, 1977, AS AMENDED OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA.

4. B. A quorum of the member's meetings shall consist of persons entitled to cast fifteen percent (15%) (~~a majority~~) of the votes of the entire membership. Joinder of a member in the action of the meeting by signing and concurring in the Minutes thereof shall constitute the presence of such person for the purpose of determining a quorum.

G. Except where otherwise required under the provisions of the Articles of Incorporation of this Association, these By Laws, the Declaration of Condominium, or where the same may be required by Law, the affirmative vote of the owners of a majority of the units represented at any duly called member's meeting at which a quorum of fifteen percent (15%) of the entire membership is present will be binding upon the members.

AMENDMENT # 6:

AMENDMENT TO PARAGRAPH 10, SUB-PARAGRAPH (C) OF THE BY LAWS AS RECORDED IN BOOK 1913, PAGE # 105, JUNE 20TH, 1977, AS AMENDED, OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA.

10. AMENDMENTS TO THE BY LAWS.

(C) In order for such amendment(s) to become effective, the same must be approved by a majority vote of the members owning not less than fifteen percent (15%) of all the units (~~a majority~~) of the condominium. Thereupon, such amendment(s) to these By Laws shall be transcribed, certified by the President and Secretary of the Association, and a copy thereof shall be recorded in the Public Records of Brevard County, Florida, within ten (10) days from the date on which any amendment(s) have been affirmatively approved.

AMENDMENT # 7:

AMENDMENT TO PARAGRAPH 24. C. APPROVAL OF AMENDMENT. SUB-PARAGRAPHS A & B. OF THE DECLARATION OF CONDOMINIUM AS RECORDED IN BOOK 1913 AT PAGE 78, JUNE 20TH, 1977, AS AMENDED, OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA.

24. C. APPROVAL OF AMENDMENT. Except as elsewhere indicated, such approvals must be either:

A. By not less than a majority of the entire membership of the Board of Administration, and by not less than fifteen percent (15%) (~~a majority~~) of the entire membership of the

association.

B. By not less than fifteen percent (15%) (~~a majority~~) of the votes of the entire membership of the Association; or (continue to paragraph C. which is unchanged.)

AMENDMENT # 8:

AMENDMENT TO THE BY LAWS OF THE SEAGULL CONDOMINIUM ASSOCIATION, INC. AS RECORDED IN BOOK 1913, PAGE 104, JUNE 20TH, 1977, AS AMENDED:

8. (D) Assessments against unit owners for their share of items of the budget will be made for the fiscal year annually in advance for which the assessments are made. Such assessments will be made (~~in separate installments~~) in annual (~~quarterly~~) installments for the unit weeks held in that year (~~quarter~~). The payment is due on the January First of each year (~~quarter~~). If an annual assessment is not made as required, an assessment will be presumed to have been made in the amount of the last prior assessment, and annual (~~quarterly~~) installments will be due (on each installment date until) unless changed by an amended assessment. In the event the annual assessment is proven to be insufficient, the budget and assessments may be amended from time to time by the Board of Administration provided the amended budget does not exceed such limitation as would be subject to approval of the membership of the Association as previously required by these By Laws, and in accordance with the procedures for the adoption of said amended budget. The unpaid assessment for the remaining portion of the calendar year for which the amended assessment is made will be due in annual (~~quarterly~~) installments on the first day of January each (~~quarter remaining in the~~) year when (~~for which~~) such amended assessment is made. (NEW ADDED) Owners possessing weeks from Week 27 through Week 52 shall, for an additional fee of \$10.00 per unit week, be permitted to delay payment of their fees until July 1st. The delinquency date, if this method is used, will be August 1st of each year. In all cases, however, there will be a fifteen dollar late charge for every week deemed delinquent, and also an additional fifteen dollar late charge for each billing period (quarterly basis).

AMENDMENT # 9:

THIS AMENDMENT ADDS THE FOLLOWING NEW SUB-PARAGRAPH 8. I. TO THE BY LAWS AS RECORDED IN BOOK 1913, AT PAGE 105, DATED JUNE 20TH, 1977, AS AMENDED:

NEW PARAGRAPH 8. I. Unit Owners shall not be permitted to bank their unit weeks with any exchange entity unless their current maintenance fees and property taxes are paid. In the event that owners wish to bank their week(s) for the following year or years, the owner must first pay the current years maintenance fees and taxes for each year to be banked with an exchange or other entity or person. The owner banking his units will remain liable for any future tax or maintenance fee increases and any special assessments or other charges on an annual basis regardless of the amount of credit in his account.

RECORDED AND VERIFIED
CLERK OF CIRCUIT COURT
BREVARD COUNTY, FLA.

CHANGES TO THE BYLAWS OF THE SEAGULL CONDOMINIUM ASSOCIATION, INC. (a corporation not for profit)

8. (D) Assessments against the unit owners for their shares of items of the budget will be made for the fiscal year annually in advance for which the assessments are made. Such assessments will be due in equal monthly installments on the first day of each month of the year for which the assessments are made. (in quarterly installments for the unit weeks held in that quarter. The payment is due on the first day of the first month of that quarter.) If an annual assessment is not made as required, an assessment will be presumed to have been made in the amount of the last prior assessment, and monthly (quarterly) installments on such assessments will be due upon each installment date until changed by an amended assessment. In the event the annual assessment proves to be insufficient, the budget and assessments may be amended from time to time by the Board of Administration if the accounts of the amended budget do not exceed such limitation as would be subject to the approval of the membership of the Association as previously required by these By-Laws, and in accordance with the procedures for the adoption of said amended budget. The unpaid assessment for the remaining portion of the calendar year for which the amended assessment is made will be due in equal monthly (quarterly) installments on the first day of each month (quarter) remaining in the year for which such amended assessment is made.

Stanley Freas
Stanley Freas
President
Seagull Condominium Association, Inc.

I hereby certify on this day before me, as an officer duly authorized in the state of Florida and in the county of Brevard to take acknowledgements, personally appeared Stanley Freas to me known to be the person described in and who executed the foregoing instrument and he acknowledged before me that he executed the same. WITNESS my hand and official seal in the county and state of Brevard aforesaid this 15th day of January A.D. 1982.

Brenda J. Cook
Brenda J. Cook
Clerk of Circuit Court
Brevard County, Florida

Prepared By: Stanley Freas
4440 Ocean Beach Blvd.
Cocoa Beach, Florida, 32931

Return To: Seagull Beach
4440 Ocean Beach Blvd.
Cocoa Beach, Fla.
32931

REC FEE \$ 4.00 REC'D PAYMENT AS
DOC ST. \$ _____ INDICATED FOR CLASS
INT TAX \$ _____ "C" INTANGIBLE & DOC
SER CHG \$ _____ STAMP TAXES SIGNED
REFUND \$ _____
Clerk of Circuit Court Brevard Co. Florida Brenda J. Cook

619751

1982 JAN 20 AM 9:54

OFF. REC.
2347

PAGE
1765

CHANGES TO THE BYLAWS OF THE SEAGULL CONDOMINIUM ASSOCIATION, INC. (a corporation not for profit)

- 4. MEMBERSHIP, VOTING, QUORUM, PROXIES, AND NOTICE.
 - E. Votes may be cast in person or by proxy (or by written ballot). Proxies shall be valid only for the particular meeting designated thereon (and written ballots shall be valid only for specific issues or elections stated thereon), and must be filed with the Secretary (at or before the appointed time of the meeting. ~~Provided, however, that no one(1) person shall be designated to hold more than five(5) proxies.~~ Votes of unit owners may be split.
- 5. ANNUAL AND SPECIAL MEETING OF MEMBERSHIP.
 - (A) The annual members' meeting shall be held at the office of the Association (or at such other location as may be designated by the Board of Administration), at 2:00 o'clock P.M. Eastern Standard Time, on the second (2nd) Monday (Saturday) in January of each year for the purpose of electing the members of the Board of Administration of the Association by the members. ~~Provided, however, that if that day is a legal holiday, the meeting shall be held at the same hour on the next succeeding Monday (Saturday).~~ The date of the first (1st) annual meeting, as provided herein, shall be subject to and pursuant to the provisions of Article VIII of the Articles of Incorporation.
- 10. AMENDMENTS TO BY-LAWS.
 - (C) In order for such amendment(s) to become effective, the same must be approved by an affirmative vote of the members owning not less than ~~two-thirds (2/3)~~ (a majority) of the units in the condominium. Thereupon, such amendment(s) to these ByLaws shall be transcribed, certified by the President and Secretary of the Association, and a copy thereof shall be recorded in the Public Records of Brevard County, Florida, within ten(10) days from the date on which any amendments(s) have been affirmatively approved by the members.

585908

1981 SEP 28 PM 12:04

Stanley Freas
Stanley Freas
President
Seagull Condominium Association, Inc.

Ruth Anne Johnson
Ruth Anne Johnson
Secretary
Seagull Condominium Association, Inc.

I hereby certify on this day before me, as an officer duly authorized in the state of Florida and in the county of Brevard to take acknowledgements, personally appeared Stanley Freas and Ruth Anne Johnson to me known to be the persons described in and who executed the forgoing instrument and they acknowledged before me that they executed the same. WITNESS my hand and official seal in the county and state last aforesaid this 15th day of September A.D. 1981.

John S. Cook
NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES MAY 19 1982
BONDED THROUGH GENERAL INS. UNDERWRITERS

Prepared By: Stanley Freas
4440 Ocean Beach Blvd.
Cocoa Beach, Florida. 32931

Return To: Seagull Beach Club
4440 Ocean Beach Blvd.
Cocoa Beach, Florida
32931

AMENDMENT TO ARTICLE 24 SECTION C OF THE DECLARATION OF CONDOMINIUM OF THE SEAGULL MOTEL, A CONDOMINIUM, AS RECORDED IN OFFICIAL RECORDS BOOK 1913, PAGE 59, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA.

Article 24 Section C. APPROVAL OF AMENDMENT. Except as elsewhere provided, such approvals must be either: A. By not less than seventy-five (75.0%), a majority of the entire membership of the Board of Administration, and by not less than ~~seventy-five (75.0%)~~ a majority of the entire membership of the Association; or B. By not less than ~~eighty percent (80.0%)~~ a majority of the votes of the entire membership of the Association; or C. Until the first election of the members of the Board of Administration, by only all of the members of the Board of Administration, provided, however, the amendment does not increase the number of units, nor alter the boundaries of the common elements.

AMENDMENT TO THE CERTIFICATE OF INCORPORATION OF THE SEA GULL CONDOMINIUM ASSOCIATION, INC.

The principal office of the Corporation shall be located at 1980 North Atlantic Avenue 4440 Ocean Beach Boulevard, Cocoa Beach, Florida 32931. However, the Corporation may maintain offices and transact business in such other places within or without the State of Florida as may from time to time be designated by the Board of Administration.

John D. Bencich
John D. Bencich
President
Seagull Condominium Association, Inc.

Zan D. Burton
Zan D. Burton
Secretary
Seagull Condominium Association, Inc.

RECORDED & INDEXED
APR 11 1985
BREVARD COUNTY CLERK
TALLAHASSEE, FLORIDA

015284

I hereby certify on this day before me, as an officer duly authorized in the state of Florida and in the county of Brevard to take acknowledgements, personally appeared John D. Bencich and Zan D. Burton to me known to be the persons described in and who executed the foregoing instrument and they acknowledged before me that they executed the same. WITNESS my hand and official seal in the county and state last aforesaid this fourth day of April, 1985.

David A. East

Prepared By: John D. Bencich
1719 Hubbard Drive
Rockledge, Florida

Return To: Seagull Beach Club
4440 Ocean Beach Blvd.
Cocoa Beach, Florida
32931

OFF. REC
1589

PAGE
2743

APR -9 AM 10:48

AMENDMENT TO THE BYLAWS OF THE SEAGULL CONDOMINIUM ASSOCIATION, INC. (A Corporation Not For Profit)

Article 6 Section C. Each member of the Board of Administration elected at the first annual meeting of the members, and at each annual members' meeting thereafter, shall serve for the term of ~~one (1) year~~ two years, or until his successor is duly elected; except that the terms of office shall be staggered so that three (3) members are elected in one year and two (2) members the next year; and in the first election to begin these staggered terms in January, 1984, the members receiving the three highest vote totals shall serve two (2) year terms and the other two members shall serve a one (1) year term. Board Members may be removed with or without cause by an affirmative vote of the members owning in excess of fifty percent (50%) of the units in the condominium at a Special Meeting called for such purpose.

Declaration of Condominium recorded in Official Records Book 1913, Page 59, Public Records of Brevard County, Florida.

John D. Bencich

John D. Bencich
President
Seagull Condominium Association, Inc.

REC FEE \$	5.00	REC'D PAYMENT AS	
DOC ST. \$		INDICATED FOR CLASS	
INT TAX \$		FOR INTANGIBLES & DOC	
SEED FMS \$		SEED FMS SIGNED	
STATE STAMP \$			
LOCAL STAMP \$			

[Signature]

Jean Tompkins

Jean Tompkins
Secretary
Seagull Condominium Association, Inc.

I hereby certify on this day before me, as an officer duly authorized in the state of Florida and in the county of Brevard to take acknowledgements, personally appeared John D. Bencich and Jean Tompkins to me known to be the persons described in and who executed the forgoing instrument and they acknowledged before me that they executed the same. WITNESS my hand and official seal in the county and state last aforesaid this 14th day of March A.D. 1984.

Prepared By: John D. Bencich
1719 Hubbard Drive
Rockledge, Florida

Return To: Seagull Beach Club
4440 Ocean Beach Blvd.
Cocoa Beach, Florida 32931

868797
1984 MAR 16 AM 9:29

CONDOMINIUM DOCUMENTS
THE SEA GULL MOTEL
A CONDOMINIUM

This information is provided in compliance with the Florida Statutes, Condominium Act, Full Disclosure Prior to Sale.

INDEX OF DOCUMENTS AND INFORMATION
PERTAINING TO
THE SEA GULL MOTEL, A CONDOMINIUM

- I. Declaration of Dondominium, together with the following exhibits:
 - (A) EXHIBIT "A" - Legal description, Survey and Surveyor's certificate.
 - (B) EXHIBIT "B" - Sheet #1-Site plan of the Condominium and improvements located thereon;
Sheet #2-First Floor Plans;
Sheet #3-Second Floor Plans;
Sheet #4-Third Floor Plans;
 - (C) EXHIBIT "C" - Percentage of Common Elements; Percentage of Common Expenses, and Percentage of Ownership in Common Surplus.
 - (D) EXHIBIT "D" - Articles of Incorporation of the Sea Gull Condominium Association, Inc., a non-profit corporation.
 - (E) EXHIBIT "E" - By-Laws of the Sea Gull Condominium Association, Inc., a non-profit corporation.
- II. PROJECTED OPERATING BUDGET for the condominium unit to be sold to the prospective Buyer, including details concerning the estimated annual payments for the condominium unit, and estimated annual charges for maintenance or management of the condominium property.
- III. SALES BROCHURE and a FLOOR PLAN of the condominium unit to be purchased by the prospective Buyer, showing the description and location of parking facilities and other common areas, together with a statement indicating which of the facilities will be owned by the unit owner and which of the facilities will be owned by others.
- IV. A COPY OF THE COMPLETE PLANS and SPECIFICATIONS for the construction is and will be available at the Developer's on site construction office for inspection by any prospective purchaser during normal business hours.

The undersigned acknowledge(s) receipt of the above information, this _____ day of _____, 19_____.

For Condominium Unit
Number _____
Unit Week(s) _____

On Behalf of the Buyer(s):

This instrument was prepared by:
Warren W. C. Burk, Esquire
1980 North Atlantic Ave.
Cocoa Beach, Florida 32931

RECORDED
INDEXED
1978 JUL 17 PM 1:16

240715

1978 JUL 17 PM 1:16

DECLARATION OF CONDOMINIUM
 ESTABLISHING
THE SEA GULL MOTEL, A CONDOMINIUM

Magic Triangle 72-C, Limited, a Florida Limited Partnership, hereinafter called "DEVELOPER", does hereby make, declare and establish this Declaration of Condominium, hereinafter sometimes called "THIS DECLARATION", as and for a plan of condominium ownership for Developer, consisting of real property and improvements thereon hereinafter described.

All the restrictions, reservations, covenants, conditions, and easements contained herein shall constitute covenants running with the land, or equitable servitudes upon the land, as the case may be, and shall rule perpetually unless terminated as provided herein, and shall be binding upon all parties or persons subsequently owning property in said Condominium. In consideration of acceptance of a conveyance, grant, devise, lease, or mortgage, all grantees, devisees, lessees and assigns, and all parties claiming by, through or under such persons, agree to be bound by the provisions hereof. Both the burdens imposed and the benefits shall run with each unit and the interest in the common property as herein defined.

1. ESTABLISHMENT OF CONDOMINIUM.

1.A. PURPOSE. The purpose of this Declaration is to submit the lands described in this instrument, and the improvements on such lands to the condominium form of ownership and use in the manner provided by Chapter 718, Florida Statutes, hereinafter called "THE CONDOMINIUM ACT".

1.B. NAME. The name by which this Condominium is to be identified is:

THE SEA GULL MOTEL, A CONDOMINIUM

1.C. LEGAL DESCRIPTION. The lands owned in fee simple by the Developer, which by this instrument are submitted to the condominium form of ownership, are the following described lands, lying in Brevard County, Florida, and are fully described in EXHIBIT "A", attached hereto and made a part hereof, which lands are hereinafter call "THE LAND".

1.D. LOCATION AND SIZE OF CONDOMINIUM. Developer is the owner of the fee simple title to said real property, situated in the City of Cocoa Beach, County of Brevard, State of Florida, on which property the Developer is building, or has built, one (1) building, containing a total of thirty-six (36) units, together with other appurtenant improvements as hereinafter described.

1.E. EFFECT. The Developer does hereby submit the above described real property, together with the improvements thereon, to interval condominium ownership pursuant to the Florida Condominium Act, and hereby declares the same to be known as the Sea Gull Motel, hereinafter call the "Condominium".

2. DEFINITION OF TERMS - FLORIDA CONDOMINIUM ACT. The definitions contained in The Condominium Act are incorporated herein by reference, and shall be the definitions of like terms as used in this Declaration and the exhibits attached hereto, unless other definitions are specifically set forth. As the terms are used herein and in the exhibits attached hereto, "APARTMENT" shall be synonymous with the term "UNIT" as defined in said Act, and the term "APARTMENT OWNER" synonymous with the term "UNIT OWNER" as defined therein. A "CONDOMINIUM PARCEL" means a unit together with the undivided share in the common elements which are appurtenant to the unit. "INTERVAL OWNERSHIP" means units that are conveyed for a period of time wherein the purchaser(s) received a stated time period of Ownership. "UNIT WEEK" or "INTERVAL WEEK" means a one-week period of ownership in a condominium unit each year until December 31, 2028, at which time there shall be a remainder over in fee simple as tenant in common with all other purchasers of "UNIT WEEKS" in each condominium unit.

"UNIT WEEK" is the seven (7) days commencing at 12:00 o'clock noon on Saturday and ending at 12:00 o'clock noon on the following Saturday. Unit weeks are numbered 1 through 52.

"UNIT COMMITTED TO INTERVAL OWNERSHIP" shall be any unit sold under a plan of Interval Ownership. The unit shall become a unit committed to interval ownership upon the recording of the first deed in said unit conveying a unit week or weeks. A unit will no longer be committed to Interval Ownership any time all unit weeks are owned by the same legal entity. The "ASSOCIATION" means the non-profit corporation organized for the purpose of managing and maintaining the condominium property. "INTERVAL OWNER" means the entity owning a unit week or weeks.

3. DESCRIPTION OF IMPROVEMENTS. The Condominium is described and established as follows:

3.A. SITE PLAN. A site plan of the land and improvements located thereon, showing their respective locations and dimensions are attached hereto and made a part hereof as Sheet #1, inclusive of EXHIBIT "B" consists of four (4) sheets.

3.B. FLOOR PLANS. Floor plans showing the limited and common elements, and the location and dimensions of each unit are attached hereto and made a part hereof as Sheets #2 through 4, inclusive of EXHIBIT "B".

3.C. IDENTIFICATION OF UNITS AND LIMITED COMMON ELEMENTS. For the purpose of identification, all units in the building located upon said land will be given identifying numbers. No unit bears the same identifying number as does any other unit. These numbers identify and locate only one (1) unit, even though such unit may differ in size and dimensions substantially from other units. Limited common elements which are appurtenant to a respective unit bear the same identifying number as the respective unit. Said identifying numbers are as set forth in Sheets 1 through 4, inclusive of EXHIBIT "B".

3.D. SURVEY & SURVEYOR'S CERTIFICATE. The said survey, site plan and floor plans, together with the wording of this Declaration are correct representations of the improvements described. There can be determined therefrom the identification, location, dimensions and size of the limited common elements and of each unit, and is so stated in a SURVEYOR'S CERTIFICATE, attached hereto and made a part hereof as EXHIBIT "A". Said survey, site plans and floor plans were prepared by Grover Dingus, Jr., Registered Land Surveyor, State of Florida Surveyor #2423 of G.H.Q., Inc., and have been certified in the manner required by the Florida Condominium Act.

3. E. AMENDMENT OF PLANS.

3.E. 1. ALTERATION OF UNIT PLANS. The Developer reserves the right to change the interior design and arrangement of all units, and to alter the boundaries between units, so long as it owns the units so altered. The Developer hereby reserves the right to remove any party walls between any Condominium Units in order that said units may be used together as one (1) integral unit. If the Developer shall make any changes in units as herein authorized, such changes will be reflected by an amendment of this Declaration; and if more than one (1) unit is concerned, the Developer will apportion between the units the shares in the common elements appurtenant to the units concerned.

3.E. 2. AMENDMENT OF DECLARATION. An amendment to this Declaration reflecting such authorized alterations of unit plans by Developer need be signed and acknowledged only by the Developer, and whether or not elsewhere required for an amendment. The Association is defined in Paragraph 9.A. herein.

3. F. INTERVAL OWNERSHIP OF COMMON ELEMENTS. The ownership and use of the common elements is limited to the number of unit weeks owned by the purchasing entity.

4. EASEMENTS.

4. A. THROUGH THE CONDOMINIUM. Easements are reserved through the Condominium property as may be required for utility services in order to adequately serve this Condominium.

4. B. INGRESS AND EGRESS AND UTILITIES. The Developer reserves an easement over, upon, and under the portion of the land of this Condominium used as a road and for utility purposes, for ingress and egress, and for a means of providing utility services.

4. C. WATER AND SEWER. The water distribution system and sewer collection system, which are located on or about the said real property, are common elements of the Condominium, and shall be maintained as any other common element.

4. D. PERPETUAL EASEMENT. All owners of units shall have as an appurtenance to their units, perpetual easement for ingress to and egress from their units over stairs, walks and other common property from and to the public highways bounding the Condominium. All owners of units shall also have a perpetual easement or right in common with all other persons owning an interest in any unit in the Condominium to the use and enjoyment of all public portions of the building, and to other common facilities located on or about the common property.

5. IMPROVEMENTS - GENERAL DESCRIPTION.

5. A. BUILDING. The Condominium consists of one (1) building, which building consists of three (3) floors and contains units and limited and common elements.

5. B. OTHER IMPROVEMENTS. Other improvements shall include, but not be limited to, landscaping, maintenance areas, automobile parking areas and private roads, all of which are part of the common elements and limited common elements.

6. UNIT BOUNDARIES.

6. A. BOUNDARIES. Each unit will include that part of the building containing the unit that lies within the boundaries of the unit, which boundaries are as follows:

6. A. 1. HORIZONTAL BOUNDARIES.

A. UPPER AND LOWER BOUNDARIES. The upper and lower boundaries of the unit shall be the following boundaries extended to an intersection with the perimetrical boundaries:

(1) UPPER BOUNDARY - The horizontal plane of the upper level of the finished ceiling materials.

(2) LOWER BOUNDARY - The horizontal plane of the undecorated finished floor.

6. A. 2. PERIMETRICAL BOUNDARIES. The perimetrical boundaries of the unit shall be the vertical planes of the undecorated finished interior of the walls bounding the unit extended to intersections with each other and the upper and lower boundaries; except where there are adjacent units with a common wall, the perimetrical boundaries, as they relate to that common wall, shall be the center line of such common dividing wall.

6. B. IDENTIFICATION OF IMPROVEMENTS. The units are identified and described as set forth in EXHIBIT "B", and pursuant to Paragraph 3.C of this Declaration.

7. COMMON ELEMENTS AND LIMITED COMMON ELEMENTS.

7. A. COMMON ELEMENTS. The common elements of the Condominium consist of all of the real property, improvements and facilities of the Condominium, other than units, as the same are herein defined. The common elements shall include easements through other facilities for the furnishing of utility service to units, limited common elements and common elements, and easements of support in every portion of units which contribute to the support of improvements. The common elements shall further include all personal property held and maintained for the joint use and enjoyment of all the owners of units. The common elements may be enlarged or reduced by an amendment of the Declaration. The amendment shall be approved and executed in the manner required by this Declaration, subject to the provisions of the Condominium Act, and shall be executed by the Association. Title of the unit owners in the common elements so enlarged or reduced shall vest or divest, as the case may be, without naming them, and without further conveyance, in the same undivided shares in the common elements that are appurtenant to the units owned by them.

7. B. LIMITED COMMON ELEMENTS. Limited common elements mean and include those common elements which are reserved for the use of a certain unit or units to the exclusion of other units. Limited common elements appurtenant respectively to each of the units in this Condominium are shown in EXHIBIT "D". These limited common elements shall pass with the respective unit as appurtenant thereto.

8. OWNERSHIP AND CONVEYANCE OF UNITS AND APPURTENANT SHARE IN COMMON ELEMENTS.

8. A. CONVEYANCE OF UNITS. Each unit shall be conveyed as an individual property capable of independent use and fee simple ownership. The owner(s) of each unit shall own an undivided share in the common elements as an appurtenance to the ownership of each unit in the Condominium.

8. B. APPURTENANT SHARE IN COMMON ELEMENTS. The share or percentage of ownership in the common elements attributable to each unit is as set forth in the schedule attached hereto and made a part hereof as EXHIBIT "C".

8. C. SUBDIVISION OF UNITS. The space within the motel units may not be subdivided.

8. D. CONVEYANCE OF COMMON ELEMENTS. The Developer hereby, and each subsequent owner of any interest in a unit and in the common elements by acceptance of a conveyance or instrument transferring an interest, waives the right of partition of any interest in the common elements under the laws of the State of Florida, as it exists now or hereinafter, until this Condominium project is terminated according to the provisions hereof or by law. The fee title to each unit shall include the unit, its undivided interest in the common elements, and its respective interest in the limited common elements appurtenant thereto. Said interests shall be deemed to be conveyed or encumbered with their respective unit, even though the description in the instruments of conveyance or encumbrance may refer only to the fee title to the unit. Any attempt to separate the fee title to a unit from the undivided interest in the common elements or limited common elements appurtenant to each unit shall be null and void. Any owner may freely convey his interest in the unit, together with an undivided interest in the common elements subject to the provisions of this Declaration.

9. ADMINISTRATION OF CONDOMINIUM.

9.A. THE ASSOCIATION. The operation and management of the Condominium shall be administered by THE SEA GULL CONDOMINIUM ASSOCIATION, INC., a corporation not for profit, organized and existing under the laws of the State of Florida, hereinafter called the "CORPORATION" or "ASSOCIATION".

9.B. POWERS AND DUTIES OF THE ASSOCIATION. The Association shall have all of the powers and duties incident to the operation of the Condominium as set forth in this Declaration, the Association's Articles of Incorporation and By-Laws, as well as all of the powers and duties set forth in the Condominium Act, where the same are not in conflict with or limited by this Declaration, the said Articles of Incorporation and By-Laws. True and correct copies of the Articles of Incorporation and By-Laws of said Association are attached hereto and made a part hereof as EXHIBIT "D" and EXHIBIT "E", respectively.

9.C. MODIFICATION OR AMENDMENT OF ARTICLES OF INCORPORATION AND BY-LAWS. No modification of or amendment to the Articles of Incorporation or the By-Laws of the Association will be valid unless duly recorded in the Public Records of Brevard County, Florida as provided herein. Further, the Articles of Incorporation and By-Laws may be amended in a manner provided for therein, but no such amendment will be adopted which would affect or impair the validity or priority of the record owner or any mortgage covering any unit.

9.D. TRANSFER OF ASSOCIATION CONTROL. The transfer of Association control shall be in accordance with the Articles of Incorporation and By-Laws of the Association, which are attached hereto and made a part hereof as EXHIBIT "D" and EXHIBIT "E", respectively.

9.E. NOTIFICATION OF TRANSFER OF ASSOCIATION CONTROL, ELECTION OF OFFICERS AND BOARD OF ADMINISTRATION. Notification of transfer of Association control and election of officers and Board of Administration shall be in accordance with the Articles of Incorporation and By-Laws of the Association, EXHIBIT "D" and EXHIBIT "E", respectively.

10. MEMBERSHIP IN ASSOCIATION, TERMINATION AND VOTING RIGHTS. The qualification of members, the manner of their admission to membership, termination of membership and voting of members of the Association shall be as follows:

10.A. QUALIFICATIONS. The owners of all units in the Condominium shall be members of the Association; and no other persons or entities shall be entitled to membership, except as provided in Paragraph 10.E herein. The Developer shall be deemed owner for all purposes for each unit to which the Developer holds an ownership interest.

10.B. MEMBERSHIP. Membership shall be established by the acquisition of an estate for years in the Condominium, whether by conveyance, devise, judicial decree, or otherwise, or as a vendee of a Contract or Agreement for Deed. The membership of any party shall be automatically terminated upon his being divested of all title to or his entire ownership interest in any unit, except nothing herein contained shall be construed as terminating the membership of any party who may own two (2) or more units, so long as such party shall retain title to any unit.

10.C. INTERESTS OF MEMBERS. The interests 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. The funds and assets of the Association shall belong solely to the Association subject to the limitation that the same be expended, held or used for the benefit of the membership and for the purposes authorized herein, in the Articles of Incorporation and in the said By-Laws.

10. D. VOTING. There shall be a total of Eighteen Hundred Thirty-Six (1836) votes to be cast by the owners of the Condominium Unit Weeks in this "Condominium". Such votes shall be apportioned and cast as follows:

10. D. 1. ALLOCATION OF VOTES. Each unit week is allocated one vote. On all matters on which the membership shall be entitled to vote, votes may be exercised or cast by the owner or owners of each unit week in such manner as may be provided in the By-Laws, hereafter adopted by the Association.

10. D. 2. NO VOTE FOR UNITS OWNED BY ASSOCIATION. Where a unit week is owned by the Association, no vote(s) shall be allowed for such unit week, nor shall such unit week be considered in determining a quorum or percentage of votes required under this Declaration or the documents related hereto.

10. D. 3. UNIT WEEKS OWNED BY MORE THAN ONE (1) PERSON. Where a unit week is owned by more than one (1) person, all the owners thereof shall, in writing, designate an individual who shall be entitled to cast the vote(s) on behalf of the owners of such unit week of which he is a part until such authorization shall have been changed in writing.

10. D. 4. DECISIONS AND CASTING VOTES. Whenever the decision of a unit is required upon any matter, such decision will be expressed by the same person who would cast the vote(s) of such owner if in any Association meeting, unless the joinder of record owners is specifically required by this Declaration.

10. E. MEMBERSHIP BY SUBSCRIPTION. Until such time as the property described herein is submitted to a plan of condominium ownership by the recordation of this Declaration of Condominium, the membership of the Association shall be comprised of the subscribers to the Articles of Incorporation, or their assignees, each of which subscribers, or said assignees, shall be entitled to cast one (1) vote on all matters which the membership shall be entitled to vote.

11. CONTROL AND GOVERNING OF THE CONDOMINIUM

11. A. BOARD OF ADMINISTRATION OF ASSOCIATION. All the affairs, policies, regulations and property of the Association shall be controlled and governed by the Board of Administration of the Association, consisting of not less than three (3) nor more than nine (9) persons, who are all to be elected annually by the members entitled to vote, except for the election of a Board of Administration as provided in Paragraph 9.E of this Declaration. However, notwithstanding anything stated herein to the contrary, the first Board of Administration of the Association may consist of any three (3) individuals, who need not be members. A majority of the Board of Administration shall be owners, or partial owners, of any unit. If the condominium unit is owned by a corporation, any duly elected officer or officers of any owner corporation may be elected a Board Member(s).

12. COMMON EXPENSES, COMMON SURPLUS, OWNERSHIP.

12. A. COMMON EXPENSES. The common expenses shall include the expenses of the operation, maintenance, repair or replacement of the common elements, costs of carrying out the powers and duties of the Association, and any other expense designated as common expense by the Condominium Act, this Declaration or the By-Laws. The common expenses of the Condominium will be borne by the unit owners as set forth in said EXHIBIT "C".

12. B. COMMON SURPLUS. Any common surplus of the Association will be owned by the unit owners in the same proportion as their share or percentage of contribution to the common expenses as set forth in said EXHIBIT "C".

13. ADMINISTRATION OF COMMON EXPENSES, ASSESSMENTS, COLLECTION LIEN AND ENFORCEMENT, LIMITATIONS.

13. A ANNUAL BUDGETS. The Board of Administration of the Association shall approve annual budgets in advance for each fiscal year, and the budgets shall project anticipated income and estimated expenses in sufficient detail to show separate estimates for insurance for fire and extended coverage, vandalism and malicious mischief, for the units and the common elements, and public liability insurance for the common elements, operating expenses, maintenance expenses, repairs, utilities, replacement reserve, and reasonable operating reserve for the common elements. Failure of the Board to include any item in the annual budget shall not preclude the Board from levying an additional assessment as to said item in any calendar year for which the budget has been projected. In determining such common expenses, the Board of Administration may provide for an operating reserve in accordance with the By-Laws of the Association, attached hereto as EXHIBIT "F". Each unit owner shall be liable for the payment to the Association of a percentage pursuant to EXHIBIT "C", attached hereto, of the common expenses as determined by said budget.

13. B ASSESSMENTS. After adoption of a budget and determination of the annual assessment per unit, the Association shall assess such sum by promptly notifying all owners by delivering or mailing notice thereof to the Voting Member representing each unit at such member's most recent address as shown on the books and records of the Association. The annual assessment shall be due and payable in advance to the Association on the first day of each year.

13.B.1 SPECIAL ASSESSMENTS RELATED TO MAINTENANCE AND UP-KEEP; SPECIAL ASSESSMENTS NOT RELATED TO MAINTENANCE AND UP-KEEP; AND SPECIAL ASSESSMENTS FOR EMERGENCIES. These assessments are to be in accordance with the provisions of the Articles of Incorporation and By-Laws of the Association, EXHIBIT "D" and EXHIBIT "E", respectively.

13.B.2 LIABILITY FOR ASSESSMENT.

A. A unit owner, regardless of how title is acquired, including without limitation a purchaser at a judicial sale, shall be liable for all assessments coming due while he is the owner of a unit. In a voluntary conveyance, the grantee shall be jointly and severally liable with the grantor for all unpaid assessments against the latter for his share of the common expenses up to the time of such voluntary conveyance, without prejudice to the rights of the grantee to recover from the grantor the amounts paid by the grantee thereof.

B. The liability for any assessment or portion thereof may not be avoided by a unit owner, or waived by reason of such unit owner's waiver of the use and enjoyment of the common elements of the Condominium or by abandonment of the unit.

13.C INTEREST ON ASSESSMENTS. Assessments and installments thereon not paid when due shall bear interest from the date when due until paid at the rate of ten percent (10.0%) per annum.

13.D ASSESSMENT LIEN. The Association shall have a lien on each unit for any unpaid assessments, interest thereon, advances, costs and reasonable attorney's fees incurred by the Association incident to the collection of such assessment or enforcement of such lien against the unit owner of such condominium unit. Said lien shall be effective from and after the time of recording in the Public Records of Brevard County, Florida, of a Claim of Lien stating amount due and the date when due. The lien shall continue in effect until all sums secured by the lien shall have been fully paid. Such Claims of Liens shall include only assessments which are due and payable when the Claim of Lien is recorded. Such Claims of Liens shall be signed and verified

by an officer or agent of the Association, and shall then be entitled to be recorded. Upon full payment, the party making payment shall be entitled to a recordable satisfaction of the lien. All such liens shall be subordinate to the lien of a mortgage or other lien recorded prior to the time of recording the Claim of Lien. The Board of Administration may take such action as they deem necessary to collect assessments, by personal action or by enforcing and foreclosing said lien, and may settle and compromise the same if in the best interest of the Association. The delinquent owner shall pay all costs, including reasonable attorney's fees, incurred by the Association incident to the collection of such assessments, together with all sums advanced and paid by the Association pertaining to said unit, such as for taxes, mortgages and insurance. The lien shall be deemed to cover, additionally, said costs and advances. Filing of one (1) action shall not be a bar to the filing of other actions. The Association, through its Board of Administration, will be entitled to bid at any sale held pursuant to a suit to foreclose an assessment lien; and it may apply as a cash credit against its bid all sums due the Association covered by the lien being enforced, and to acquire, hold, lease, mortgage and convey the same. In case of the foreclosure of an assessment lien, the unit owner will be required to pay a reasonable rental for the unit. The plaintiff in such foreclosure will be entitled to the appointment of a receiver to collect the same from the unit owner or occupant, or both. A suit to recover a money judgement for unpaid assessments may be maintained without waiving the lien securing the same.

13. E. FORECLOSURE. Where a first mortgage of record or other purchaser of a Condominium Unit obtains title to the Condominium Unit as a result of a Foreclosure, such acquirer of title, his successors and assigns, shall not be liable for the share of common expenses or assessments by the Association pertaining to such Condominium Unit or chargeable to the former unit owner of such unit, which became due prior to the acquisition of title as a result of the foreclosure, unless such share is secured by a Claim of Lien for assessments which was recorded prior to the recording of the foreclosed mortgage. Such unpaid share of common expenses or assessments shall be deemed to be common expenses collectible from all of the unit owners, including such acquirer, his successors and assigns. A first mortgagee acquiring title to a Condominium Unit as a result of foreclosure, or a deed in lieu of foreclosure, may not during the period of its ownership of such unit, whether or not such unit is unoccupied, be excused from the payment of some or all of the common expenses coming due during the period of such ownership.

13. F. DEVELOPER'S OBLIGATION FOR COMMON EXPENSES. The Developer shall be excused from the payment of its share of the common expense and assessments related thereto on units it owns in the said Condominium:

13. F. 1. For a period subsequent to the recording of this Declaration of Condominium and terminating not later than the first day of the fourth calendar month following the month in which said Declaration is recorded; or for a period terminating with the first day of the month of the third succeeding calendar month after the closing of the purchase and sale of any condominium unit within this Condominium to a unit owner who is not the Developer, the nominee of the Developer, or a substitute or alternative Developer, whichever shall be the later date; or

13. F. 2. For the period of time commencing with the date of the recording of this Declaration of Condominium until December 31, 1978, during which period of time the Developer guarantees that the assessment for common expenses of the Condominium imposed upon the respective unit owners shall not increase over the dollar amount set forth in Schedule II, which is attached hereto and made a part hereof, and obligates itself to pay any amount of common expenses incurred during said period of time and not produced by the assessments at the guaranteed level.

By virtue of the guarantee and obligations by the Developer in this Paragraph 13.F , the Developer shall be excused from the payment of its share of the common expenses in respect to those units it owns in the said Condominium until all of the contingencies described in this Paragraph 13. F shall have occurred.

13. G RIGHT TO OCCUPANCY. Any person who acquires an interest in a unit, except as hereinabove described, will not be entitled to its occupancy or to the enjoyment of its common elements until all unpaid assessments due and owing by the former owner have been paid.

13. H ASSIGNMENT. The Association will have the right to assign its claim and lien rights for the recovery of any unpaid assessments to the Developer, or to any unit owner or group of unit owners, or to any third party.

14. INSURANCE COVERAGE; USE AND DISTRIBUTION OF PROCEEDS; REPAIR AND RECONSTRUCTION AFTER CASUALTY.

14. A INSURANCE. The insurance, other than title insurance, which shall be carried upon the condominium property and the property of the unit owners shall be governed by the following provisions:

14. A. 1 AUTHORITY TO PURCHASE - NAMED INSURED. All insurance policies upon the condominium property shall be purchased by the Association; and the named insured shall be the Association, individually, and as agent for the unit owners, without naming them or their mortgagees. Provisions shall be made for the issuance of the mortgage endorsements and memoranda of insurance to the mortgagees of unit owners. Such policies and endorsements shall be deposited with the Insurance Trustee. Unit owners may obtain insurance coverage at their own expense upon their own personal property and for their personal liability.

14. A. 2 INSURER. The insurer shall be an insurance company authorized to do business in Florida, and said insurance must be purchased through an agent having a place of business in Brevard County, Florida.

14. A. 3 COVERAGE.

A. CASUALTY. All building and improvements upon the land, including, but not limited to, all limited and common elements shall be insured to an amount equal to the maximum insurable replacement value, excluding foundation and excavation costs, all as determined annually by the Board of Administration. Such coverage shall afford protection against loss or damage by fire or other hazards covered by a standard extended coverage endorsement, and such other risks as from time to time shall be customarily covered with respect to buildings similar in construction, location and use as the building on the land, including, but not limited to, vandalism and malicious mischief.

B. PUBLIC LIABILITY in such amounts and with such coverage as shall be required by the Board of Administration of the Association, including, but not limited to, hired automobile and non-owned automobile coverages, and with cross-liability endorsements to cover liabilities of the unit owners as a group to a unit owner.

C. WORKMEN'S COMPENSATION policy to meet the requirements of law.

D. SUCH OTHER INSURANCE as the Board of Administration of the Association shall determine from time to time to be desirable.

14. A. 4 PREMIUMS. Premiums upon insurance policies purchased by the Association shall be paid by the Association as a common expense.

14. B INSURANCE TRUSTEE - SHARES OF PROCEEDS. All insurance policies purchased by the Association shall be for the benefit of the Association and the unit owners and their mortgagees as their interests may appear, and shall provide that all proceeds covering property losses shall be paid to any bank in Florida with trust powers as may be designated as Insurance Trustee by the Board of Administration of the Association, which trustee is herein defined as the "INSURANCE TRUSTEE". The Insurance Trustee shall not be liable for payment of premiums, nor for the renewal or the sufficiency of policies, nor for the failure to collect any insurance proceeds. The duty of the Insurance Trustee shall be to receive such proceeds as are paid, and hold the same in trust for the purposes elsewhere stated herein for the benefit of the unit owners and their mortgagees in the following shares, but which shares need not be set forth on the records of the Insurance Trustee.

14. B. 1 COMMON ELEMENTS. Proceeds on account of damage to common elements, an undivided share for each unit owner, such share being the same as the undivided share in the common elements appurtenant to his unit.

14. B. 2 UNITS. Proceeds on account of damage to units shall be held in the following undivided shares.

A. Where the building is not to be restored, an individual share for each unit owner, such share being the same as the individual share in the common elements appurtenant to his unit.

B. When the building is to be restored, an individual share for each unit owner, such share being the same as the individual share in the common elements appurtenant to his unit.

14. B. 3 MORTGAGES. In the event a mortgage endorsement has been issued to a unit, the share of the unit owner shall be held in trust for the mortgagee and the unit owner as their interests may appear. However, no mortgagee shall have any right to determine or participate in the determination as to whether or not any damaged property shall be reconstructed or repaired. No mortgagee shall have any right to apply or have applied to the reduction of a mortgage debt any insurance proceeds, except distributions thereof made to a unit owner and mortgagee pursuant to the provisions of this Declaration.

14. C DISTRIBUTION OF PROCEEDS. Proceeds of insurance policies received by the Insurance Trustee shall be distributed to or for the benefit of the beneficial owners in the following manner:

14. C. 1 EXPENSE OF TRUST. All expenses of the Insurance Trustee shall first be paid or provision made therefor.

14. C. 2 RECONSTRUCTION OR REPAIR. If the damage for which the proceeds are paid is to be repaired or reconstructed, the remaining proceeds shall be paid to defray the costs thereof as elsewhere provided. Any proceeds remaining after defraying such costs shall be distributed to the beneficial owners, remittances to unit owners and their mortgagees being payable jointly to them. This is a covenant for the benefit of any mortgagee of a unit and may be enforced by such mortgagee.

14. C. 3 FAILURE TO RECONSTRUCT OR REPAIR. If it is determined in the manner elsewhere provided that the damage for which the proceeds are paid shall not be reconstructed or repaired, the remaining proceeds shall be distributed to the beneficial owners, remittances to unit owners and their mortgagees being payable jointly to them. This is a covenant for the benefit of mortgagees of a unit and may be enforced by such mortgagee.

14. C. 4 CERTIFICATE. In making distribution to unit owners and their mortgagees, the Insurance Trustee may rely upon a Certificate of the Association, made by its President and Secretary, as to the names of the unit owners and their respective shares of the distribution.

14. D ASSOCIATION AS AGENT. The Association is hereby irrevocably appointed agent for each unit owner, and for each owner of a mortgage or other lien upon a unit, and for each owner of any other interest in the condominium property to adjust all claims arising under insurance policies purchased by the Association and to execute and deliver releases upon the payment of claims.

14. E. RECONSTRUCTION OR REPAIR - AFTER CASUALTY.

14. E. 1 DETERMINATION TO RECONSTRUCT OR REPAIR. If any part of the condominium property shall be damaged by casualty, whether or not it shall be reconstructed or repaired shall be determined in the following manner:

A. COMMON ELEMENTS. If the damaged property is a common element, the damaged property shall be reconstructed or repaired, unless it is determined in the manner elsewhere stated that the Condominium shall be terminated.

B. CONDOMINIUM BUILDING - LESSER DAMAGE. If the damaged improvement is the condominium building, and if units to which fifty percent (50.0%) of the common elements are appurtenances are found by the Board of Administration of the Association not to be tenatable, the damaged property shall be reconstructed or repaired, unless within sixty (60) days after the casualty it is determined in the manner elsewhere stated that the Condominium shall be terminated.

C. CONDOMINIUM BUILDING - MAJOR DAMAGE. If the damaged improvement is the condominium building, and if units to which more than fifty percent (50.0%) of the common elements are appurtenances are found by the Board of Administration of the Association not to be tenatable, then the damaged property will not be reconstructed or repaired and the Condominium will be terminated as elsewhere provided, unless within sixty (60) days after the casualty the owners of seventy-five percent (75.0%) of the common elements agree in writing to such reconstruction or repair.

D. CERTIFICATE. The Insurance Trustee may rely upon a Certificate of the Association, made by its President and Secretary, to determine whether or not the damaged property is to be reconstructed or repaired.

14. E. 2 PLANS AND SPECIFICATIONS. Any reconstruction or repair must be substantially in accordance with the plans and specifications for the original building, portions of which are attached hereto as exhibits. If not, then according to plans and specifications approved by the Board of Administration. If the damaged property is the condominium building, then by the approval of the owners of all damaged units, which approval shall not be unreasonably withheld.

14. E. 3 RESPONSIBILITY. If the damage is only to those parts of one (1) unit for which the responsibility of maintenance and repair is that of the unit owner, then the unit owner shall be responsible for reconstruction and repair after casualty. In all other instances, the responsibility of reconstruction and repair after casualty shall be that of the Association. Any restoration, repair or reconstruction made necessary through a casualty shall be commenced and completed as expeditiously as reasonably possible.

14. E. 4 ESTIMATE OF COSTS. Immediately after a casualty causing damage to property for which the Association has the responsibility of maintenance and repair, the Association shall obtain reliable and detailed estimates of the cost to rebuild and repair:

14. E. 5 ASSESSMENTS. Where loss, damage or destruction is sustained by casualty to any part of the building, whether interior or exterior, whether inside a unit or not, whether a fixture or equipment attached to the common elements or attached to and completely located inside a unit, and such loss, damage or destruction is insured for such casualty under the terms of the Association's casualty insurance policy or policies, but the insurance proceeds payable on account of such loss, damage or destruction are insufficient for restoration, repair or reconstruction, all the unit owners shall be specially assessed to make up the deficiency irrespective of a determination as to whether the loss, damage or destruction is to a part of the building, or to fixtures or equipment, which it is a unit owner's responsibility to maintain.

14. E. 6 DEDUCTIBLE PROVISION. The funds necessary to cover any deductible amount under an insurance policy against which a claim is made shall be a common expense.

14. E. 7 CONSTRUCTION FUNDS. The funds for payment of costs of reconstruction and repair after casualty which shall consist of proceeds of insurance held by the Insurance Trustee and funds collected by the Association from assessments against unit owners shall be disbursed in payment of such costs in the following manner:

A. ASSOCIATION. If costs of reconstruction and repair, which are the responsibility of the Association, are more than \$5,000.00, then the sums paid under assessments to meet such costs shall be deposited by the Association with the Insurance Trustee. In all other cases, the Association shall hold the sums paid upon such assessments and disburse the same in payment of the costs of reconstruction and repair.

B. INSURANCE TRUSTEE. The proceeds of insurance collected on account of a casualty, and the sums deposited with the Insurance Trustee by the Association from collections of assessments against unit owners on account of such casualty shall constitute a construction fund, which shall be disbursed in payment of the costs of reconstruction and repair in the following manner:

(1) UNIT OWNER. The portion of the insurance proceeds representing damage for which the responsibility of reconstruction and repair lies with the unit owner shall be paid by the Insurance Trustee to the unit owner; or if there is a mortgage endorsement, then to the unit owner and the mortgagee, jointly, who may use such proceeds as they may be advised.

(2) ASSOCIATION - LESSER DAMAGE. If the amount of the estimated costs of reconstruction and repair, which is the responsibility of the Association, is less than \$5,000.00, then the construction fund shall be disbursed in payment of such costs upon

the order of the Association. However, that upon request to the Insurance Trustee by a mortgagee which is a beneficiary of an insurance policy, the proceeds of which are included in the construction fund, such fund shall be disbursed in the manner hereafter provided for the construction and repair of major damage.

(3) ASSOCIATION - MAJOR DAMAGE.

If the amount of the estimated costs of reconstruction and repair, which is the responsibility of the Association, is more than \$5,000.00, then the construction fund shall be disbursed in payment of such costs in the manner required by the Board of Administration of the Association, and upon approval of an architect qualified to practice in the State of Florida and employed by the Association to supervise the work.

(4) SURPLUS. It shall be presumed

that the first monies disbursed in payment of costs of reconstruction and repair shall be from insurance proceeds. If there is a balance in a construction fund after payment of all costs of reconstruction and repair for which the fund is established, such balance shall be distributed to the beneficial owners of the fund in the manner elsewhere stated. Except, however, that the part of distribution to a beneficial owner which is not in excess of assessments paid by such owner in the construction fund shall not be made payable to any mortgage.

(5) CERTIFICATE. Notwithstanding

the provisions herein, the Insurance Trustee shall not be required to determine whether or not sums paid by unit owners upon assessments shall be deposited by the Association with the Insurance Trustee, nor to determine whether the disbursements from the construction fund are to be upon the order of the Association or upon approval of an architect or otherwise, nor whether a disbursement is to be made from the construction fund, nor to determine the payee nor the amount to be paid, nor to determine whether surplus funds are to be distributed are less than the assessments paid by the owners. Instead, the Insurance Trustee may rely upon a Certificate of the Association, made by its President and Secretary, as to any or all of such matters, and stating the sums to be paid are due and properly payable, and stating the sums to be paid and the amount to be paid. When a mortgagee is herein required to be named as payee, the Insurance Trustee shall also name the mortgagee as payee of any distribution of insurance proceeds to a unit owner. Further, when the Association, or a mortgagee which is the beneficiary of an insurance policy, the proceeds of which are included in the construction fund, so requires, the approval of an architect named by the Association shall first be obtained by the Association upon disbursement in payment of costs of reconstruction and repair.

14. F EXPOSURE TO LIABILITY. In any legal action in which the Association may be exposed to liability in excess of insurance coverage protecting it and the unit owners, the Association shall give notice of the exposure within a reasonable time to all unit owners who may be exposed to the liability, and they shall have the right to intervene and defend.

15. RESPONSIBILITY FOR MAINTENANCE AND REPAIR.

15. A UNIT. The Association shall bear the costs of and be responsible for the maintenance, repair and replacement, as the case may be, of all electrical, plumbing fixtures, and other appliances or equipment, including any fixtures now or hereafter affixed and contained within each unit. The Association shall further be responsible for maintenance, repair and replacement of any and all wall, ceiling and floor surfaces, ceiling materials, painting, decorating and furnishings, and all other accessories which the

Association may desire to place or maintain therein. The expenses of maintenance, repair or replacement of lighting fixtures, electrical outlets, screening, windows, doors and walls which are contained within the boundaries of units shall be borne by the Association. The expenses of maintenance, repair or replacement, which are not covered by insurance, made necessary by the negligence of any unit owner, or any person acting by or through the unit owner, such as a tenant, whether or not it is to have been paid as part of the common expenses, shall be borne by the said unit owner.

15. B LIMITED COMMON ELEMENTS. The expenses of maintenance, repair or replacement of lighting fixtures, electrical outlets, screening, windows, doors, paved areas, grass areas and parking areas which comprise a part of limited common elements, or lie between a limited common element and the unit to which it is appurtenant, shall be borne by the Association. Any other expenses of maintenance, repair or replacement relating to such limited common elements, or involving building structural maintenance, repair or replacement thereof, or to those portions of the said limited common elements which contribute to the support of the building, and all conduits, wiring, ducts (including air-conditioning and heating ducts), plumbing, and other facilities located in the limited common elements for the furnishing of utility service to the unit(s) shall be treated as and paid for as part of the common expenses of the Association. Further, the maintenance, repair or replacement of any and all other limited common elements shall be treated as and paid for as a part of the common expenses of the Association. The expenses of maintenance, repair or replacement, which are not covered by insurance, made necessary by the negligence of any unit owner(s), or by any person acting by or through the unit owner(s), such as a tenant, whether or not it is to have been paid as part of the common expenses, shall be borne by the said unit owner(s).

15. C COMMON ELEMENTS. The Association, at its expense, shall be responsible for the maintenance, repair or replacement of all of the common elements. These common elements include, but are not limited to, those portions thereof which contribute to the support of the building, and all conduits, ducts (including air-conditioning and heating ducts), plumbing, wiring, air-conditioning and heating equipment, and other facilities located in the common elements for the furnishing of utility service to the units. Should any damage be caused to any unit by reason of any work which may be caused to be done by the Association in the maintenance, repair or replacement of the common elements, or the maintenance, repair or replacement of the limited common elements, which is the responsibility of the Association, the Association shall bear the expense or repair such damage. Painting and maintenance of all exterior portions of the building, including all exterior doors, windows, air-conditioning and heating equipment, including duct-work, servicing the units shall also be the Association's responsibility, and shall be a common expense. The expenses of maintenance, repair or replacement, which are not covered by insurance, made necessary by the negligence of any unit owner, or any person acting by or through the unit owner, such as a tenant, whether or not it is to have been paid as part of the common expenses, shall be borne by the said unit owner.

15. D ENFORCEMENT OF MAINTENANCE. In the event owner(s) of a unit fail to maintain their unit or the limited common elements appurtenant thereto as required herein, or make any structural addition or alteration without the required written consent, the Association, or an owner with an interest in any unit, shall have the right to proceed in a Court of equity to seek compliance with the provisions hereof.

15. E CONTRACT FOR MAINTENANCE, MANAGEMENT OR OPERATION. The Board of Administration of the Association may enter into a contract with any firm, person or corporation for the maintenance, management or operation of the condominium property, and may join with other condominium associations on contracting with the same firm, person or corporation for maintenance, management or operation. Any contract for maintenance, management or operation of the condominium or its property entered into while the Developer was in control of the Association may be cancelled as provided under the provisions of the Condominium Act.

15. F EXTERIOR OF BUILDING. The Association shall determine the exterior color scheme of the building, and shall be responsible for the maintenance thereof. No owner shall paint any exterior wall, door, window, or any exterior surface at any time without the written consent of the Association which shall not be unreasonably withheld.

16. LIMITATION OF LIABILITY.

16. A. OWNER'S LIABILITY FOR INJURIES AND DAMAGES. The owner of a unit shall have no personal liability for any damages caused by the Association on or in connection with the use of the common elements. A unit owner shall be liable for injuries or damages resulting from an accident in his own unit to the same extent and degree that the owner of a house would be liable for an accident occurring within his house.

16. B. OWNER'S LIABILITY FOR COMMON EXPENSES. The liability of the owner of a unit for common expenses shall be limited to the amounts for which he is assessed from time to time, in accordance with the Condominium Law, this Declaration and the By-Laws of the Association.

17. USE RESTRICTIONS.

17. A. USE. Each unit is hereby restricted to residential and commercial use of its premises within the limits permitted by all laws, zoning ordinances and regulations of all governmental authorities having jurisdiction of the condominium property.

17. B. NUISANCES. No nuisances shall be allowed to be committed or maintained upon the condominium property, nor any use or practice which is the source of annoyance to unit owners or which interferes with the peaceful possession and proper use of the property by its unit owners. All parts of the property shall be kept in a clean and sanitary condition. No rubbish, refuse or garbage shall be allowed to accumulate, nor any fire hazard to exist.

17. C. IMMORAL, IMPROPER OR OFFENSIVE USE. No immoral, improper or offensive use shall be made of the condominium property, nor any part thereof. All laws, zoning ordinances and regulations of all governmental authorities having jurisdiction of the condominium property shall be observed.

17. D. ENTRY BY BOARD OF ADMINISTRATION TO UNITS. The Board of Administration, or the agents and employees of the Association, may enter any unit for the purpose of maintenance, repair, inspection, replacement of the improvements within the units or the common property, or in case of emergency threatening units or the common property, or to determine compliance with the provisions of this Declaration, the Articles of Incorporation and By-Laws of the

Association and any regulations promulgated by the Board of Administration of the Association. However, access to the units shall be made only at reasonable times, except for emergencies.

17. E SIGNS, ADVERTISEMENTS OR NOTICES. No sign, advertisement or notice of any type shall be shown on the common property, or any unit, except as provided under regulations promulgated by the Association. These regulations shall not be unduly restrictive. This Paragraph 17.E shall not apply to the Developer.

17. F OBSTRUCTIONS. An owner shall not place or cause to be placed in or on sidewalks, stairways and other project areas and facilities of similar nature any furniture, package or objects of any kind. Such areas shall be used for no other reason than for normal transit on or through them. It is prohibited to hang garments or other items from the windows.

17. G PARKING. No parking space may be used for any purpose other than parking automobiles, motorcycles, trailers, trucks or boats, which are in operating condition, and shall be in accordance with regulations promulgated by the Board of Administration of the Association. No other vehicles or objects will be parked or placed upon such portions of the condominium property unless permitted by the Board of Administration. No parking space shall be used by any person other than a unit owner, tenants, guests, business invitees or persons providing materials or services for the building or the owners and their tenants thereof.

17. H INTERFERENCE WITH DEVELOPER. Until the Developer has closed all of the sales of units in the Condominium, neither the other unit owners, nor the Association shall interfere with the sale of such units. The Developer may make such use of the unsold units and common elements as may facilitate its sale, including, but not limited to, maintenance of a sales office, model unit, the showing of the property and display of signs.

17. I USE AND OCCUPANCY REGULATIONS. Reasonable regulations concerning the use and occupancy of the condominium property may be made and amended from time to time by the Board of Administration of the Association. A violation of these regulations shall be enforced as if there was a violation of other provisions of this Declaration and related documents.

18. LIMITATIONS UPON RIGHT OF OWNERS TO MODIFY UNITS.

18. A MODIFICATIONS OF UNIT. No owner of a unit shall make any modification of the unit, except in accordance with specifications which have been submitted to and approved in writing by the Association.

18. B IMPROVEMENT OR CHANGES TO EXTERIOR OF BUILDING. No unit owner shall cause any improvement or changes to be made on or to the exterior of the building, including painting or other decoration, the installation of awnings, shutters, electric wiring, air conditioning units and other objects which might protrude through or be attached to the walls of the building, without the approval of the Association. No owner shall in any manner change the appearance of any portion of the building. The approval of the Association required herein shall not be unreasonably withheld.

19. TERMINATION OF CONDOMINIUM. Except as otherwise provided in Paragraph 14 herein, this Condominium shall terminate upon the occurrence of any of the following events:

19. A REMOVAL - LIEN HOLDERS. All of the unit owners may remove the condominium property from the provisions of the Condominium Act by an instrument to that effect, duly recorded, provided, that the holders of all liens affecting any of the condominium units consent thereto or agree, in either case by instruments duly recorded.

19. B EFFECT OF TERMINATION. Upon termination of the Condominium, the unit owners shall own the condominium property and the assets of the Association as tenants in common, their respective interests as tenants in common being the same as their respective interests in the common elements. The mortgagor and lienor of a unit shall have a mortgage and lien solely and exclusively upon the undivided share of such tenant in common.

19. C TERMINATION NOT A BAR TO CREATION OF ANOTHER CONDOMINIUM. The termination of this Condominium shall not bar the creation of another condominium affecting the same property.

20. ASSOCIATION TO MAINTAIN REGISTER OF OWNERS, LESSEES AND MORTGAGEES. The Association shall, at all times, maintain a register setting forth the names and mailing addresses of all unit owners. Any purchaser or transferee of a unit, prior to occupancy, shall notify the Association of his interest in such unit. Further, prior to or at the time and delivery of possession of a unit to a lessee, the respective unit owner shall notify the Association of the names and home mailing addresses of all those who will occupy his unit as a lessee, together with the term of the respective lease. In addition, the unit owner shall advise the Association of the name and mailing address of any holder of a mortgage on his unit. It shall be the duty of the unit owner to provide his tenant(s) with the rules and regulations relating to the use and occupancy of this Condominium, and also to provide the Association with the information required under this Paragraph 20.

21. ESCROW FOR INSURANCE PREMIUMS. Any institutional first mortgagee holding a mortgage upon a unit in the Condominium shall have the right to cause the Association to create and maintain an escrow account for the purpose of assuring the availability of funds with which to pay premium(s) due from time to time on casualty insurance policy or policies, which the Association shall deposit in an escrow depository satisfactory with such institutional first mortgagee(s), a monthly sum equal to one-twelfth (1/12th) of the annual amount of such insurance expense, and to contribute such other sums as may be required therefor to the end that there shall be on deposit in said escrow account at least one (1) month prior to the due date for payment of such premium(s), a sum which will be sufficient to make full payment therefor.

22. REAL PROPERTY TAXES DURING INITIAL YEAR OF CONDOMINIUM. In the event that during the year in which the Condominium is established, real property taxes are assessed against the condominium property, as a whole, such taxes shall be charged against the individual units in the same proportion as their charges for common expenses. The taxes charged against the unit owner shall be pro rated by and between the Developer and the unit owner as of the date of the sale of the respective unit.

23. COMPLIANCE AND DEFAULT.

23. A TERMS AND CONDITIONS OF DECLARATION, ARTICLES OF INCORPORATION AND BY-LAWS. Each unit owner, and his tenant(s), will be governed by and will comply with the terms and provisions of this Declaration, the Articles of Incorporation and By-Laws of the Association, and the rules and regulations adopted pursuant to those documents, as they may be amended from time to time. Failure to do so shall entitle the Association, or any unit owner, to recover such sums due for damages, or injunctive relief, or both. Such actions may be maintained by or against a unit owner, or the Association, or in a proper case, by or against one (1) or more unit owners. Such relief shall not be exclusive of other remedies provided by law.

23. B PAYMENT OF INCREASE OF INSURANCE PREMIUMS. A unit owner will pay the Association the amount of any increase in its insurance premiums for the building occasioned by the misuse or abandonment of a unit, its appurtenances, or common elements by the unit owner.

23. C COSTS AND ATTORNEY'S FEES FOR NON-COMPLIANCE. Any unit owner, tenant, or the Association failing to comply with the terms of this Declaration, the Articles of Incorporation and By-Laws of the Association, or rules and regulations adopted pursuant to those documents, as they may be amended from time to time, shall be required to pay costs and reasonable attorney's fees incurred in enforcing such compliance.

23. D FAILURE TO ENFORCE - WAIVER. The failure of the Association, its Board of Administration, any unit owner, or institutional first mortgagee to enforce any right, provision, covenant, restriction, or condition of the Condominium Act, this Declaration, the Articles of Incorporation and By-Laws of the Association, or the rules and regulations adopted pursuant to those documents, as they may be amended from time to time, or the failure to insist upon the compliance with the same, shall not constitute a waiver of the Association, its Board of Administration, such unit owner, or institutional first mortgagee to enforce such right, provision, covenant, restriction, or condition, or insist upon the compliance with the same in the future.

23. E NO BREACH TO AFFECT MORTGAGE LIEN. No breach of the provisions contained herein shall defeat or adversely affect the lien of any mortgage at any time made in good faith and for valuable consideration upon said property, or any part thereof, but the rights and remedies granted herein to the Developer, the Association and the owner(s) of any part of said Condominium may be enforced against the owner of the portion of said property subject to such mortgage, notwithstanding such mortgage. The purchaser at any sale upon foreclosure shall be bound by all of the provisions herein contained, except a purchaser who is the Developer, or an institutional first mortgagee which had a mortgage on said unit at the time of the institution of said foreclosure action.

24. AMENDMENTS. Except as elsewhere provided otherwise, this Declaration may be amended in the following manner:

24. A NOTICE. Notice of the subject matter of a proposed amendment will be included in the notice of any meeting at which a proposed amendment is considered.

24. B RESOLUTION. A resolution for any amendment(s) to this Declaration of Condominium may be proposed by the Board of Administration of the Association acting upon a vote of the majority

of the members of the Board of Administration, or by the members of the Association owning a majority of the units in the Condominium, whether meeting as members or by instrument in writing signed by them. Upon any amendment(s) to this Declaration being proposed by said Board of Administration, or members, such proposed amendment(s) shall be transmitted to the President of the Association, or other officer of the Association in the absence of the President, who shall thereupon call a special meeting of the members of the Association for a date not sooner than fourteen (14) days, nor later than sixty (60) days from the receipt by him of the proposed amendment(s). It shall be the duty of the Secretary to give to each member written or printed notice of such meeting, stating the time and place of the meeting, and reciting the proposed amendment(s) in reasonably detailed form, which notice shall be mailed or personally presented to each member not less than fourteen (14) days, nor more than sixty (60) days before the date set for such meeting. If mailed, such notice shall be deemed to be 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, the postage thereon prepaid. Any member may, by written waiver signed by such member, waive such notice. Such waiver, when filed in the records of the Association, whether before or after the holding of the meeting, shall be deemed equivalent to the giving of such notice to such member.

24. C APPROVAL OF AMENDMENT. Except as elsewhere provided, such approvals must be either:

A. By not less than seventy-five percent (75.0%) of the entire membership of the Board of Administration, and by not less than seventy-five percent (75.0%) of the entire membership of the Association; or

B. By not less than eighty percent (80.0%) of the votes of the entire membership of the Association; or

C. Until the first election of the members of the Board of Administration, by only all of the members of the Board of Administration, provided, however, the amendment does not increase the number of units, nor alter the boundaries of the common elements.

24. D EFFECT OF AMENDMENT. An amendment of the Declaration shall become effective when recorded according to law.

24. E EVIDENCE OF AMENDMENT. An amendment shall be evidenced by a Certificate, executed with the formalities of a deed, and shall include the recording data identifying the Declaration of Condominium.

PROVISO: Provided, however, that with the consent of all institutional first mortgagees, the Developer reserves the right to amend, modify, alter or annul any of the covenants, restrictions or conditions of this Declaration until a majority of the units have been sold and titled out to individual purchasers. Further, provided, no amendment will discriminate against units, unless the unit owners so affected shall consent. No amendment will change any unit, nor the share in the common elements appurtenant to it, nor increase the owner's share in the common expenses (except as reserved to the Developer), unless the record owner of the unit concerned and all record owners of mortgages on such unit shall join in the execution of the amendment. No amendment will affect or impair the validity or priority of any mortgage covering any unit, unless said mortgagee shall join in the execution of the amendment. Neither shall any amendment make any change in the sections hereof entitled "INSURANCE", Paragraph 14, or "AMENDMENTS", Paragraph 24, of this Declaration,

unless the record owners of all mortgages upon the Condominium shall join in the execution of the amendment(s).

PROVISO: Notwithstanding anything that may be stated to the contrary in this Declaration, the rights of the Developer shall not be amended or modified without the prior written consent of the Developer.

25. CONSTRUCTION OF DOCUMENTS. The provisions of this Declaration shall be construed so as to effectuate its purpose. The invalidity in whole or in part of any covenants, or restrictions, or any section, sub-section, sentence, clause, phrase or word or other provision of this Declaration of Condominium, the Articles of Incorporation and By-Laws of the Association, or rules and regulations of the Association shall not affect the validity of the remaining portion.

26. 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 this Declaration of Condominium or the intent of any provision hereof.

27. GENDER. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall include all genders.

IN WITNESS WHEREOF, the above stated Developer has caused these presents to be signed and sealed this 5th day of August 1977.

Signed, Sealed and Delivered in the presence of:

MAGIC TRIANGLE 72-C, LIMITED

[Signature]
Frederic H. Jenkins

BY: *[Signature]*
Douglas B. Koger, General Partner

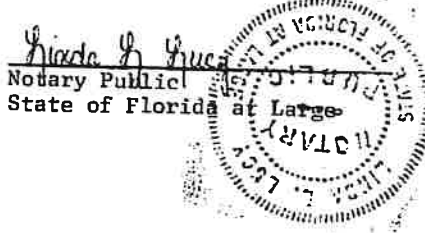
STATE OF FLORIDA)
COUNTY OF BREVARD) SS:

I HEREBY CERTIFY that on this day, before me, a notary public, personally appeared Douglas B. Koger, General Partner of MAGIC TRIANGLE 72-C, LIMITED, a Florida Limited Partnership, described in the foregoing instrument; and he acknowledged executing the foregoing instrument in the presence of two (2) subscribing witnesses freely and voluntarily under authority duly vested in him by said Limited Partnership for the purposes therein stated.

WITNESS my hand and official seal in the County and State last aforesaid, this 5th day of August, A. D. 1977.

My commission expires:

NOTARY PUBLIC, STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES OCTOBER 13, 1978

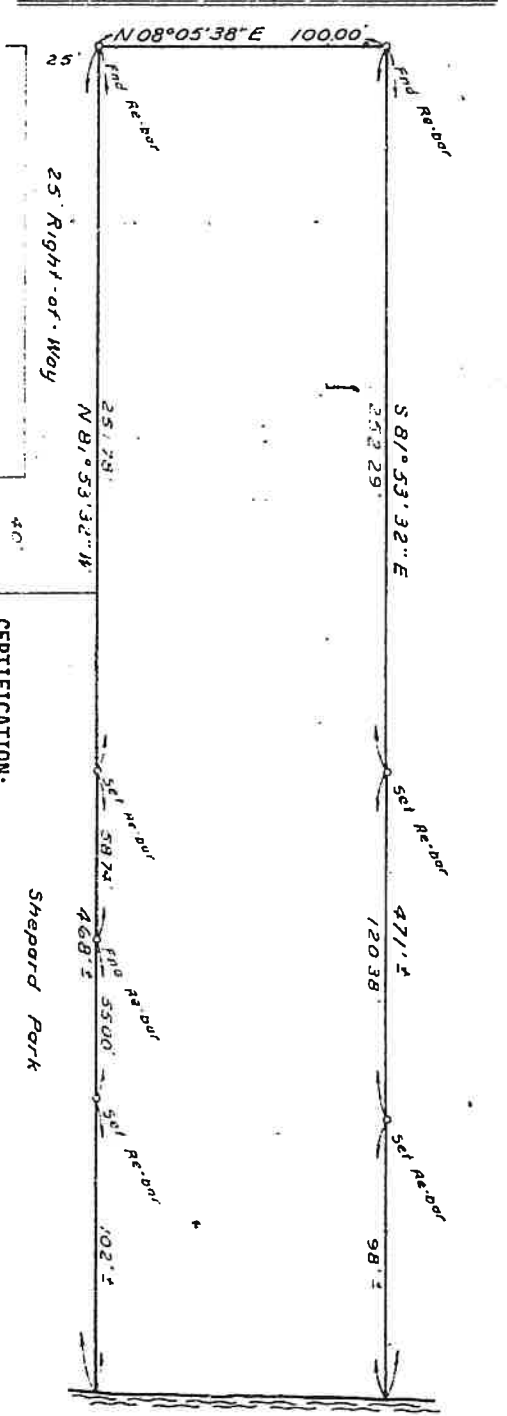




Ocean Beach Boulevard

Grass Median

Northbound Lane



DESCRIPTION:
 The South 100 feet of Lot 7, Block 4, COCOA OCEAN BEACH SUBDIVISION, according to the plat thereof as recorded in plat book 10, page 16, of the Public Records of Brevard County, Florida, together with that land lying within the East line of said Lot 7, and the mean high water line as bounded on the North by the Easterly projection of the North line of the South 100 feet of said Lot 7 and on the South by the Easterly projection of the South line of said Lot 7. Containing 100 acres more or less.

Promenade

Shepard Park

Atlantic Ocean

CERTIFICATION:

The undersigned, a Registered Land Surveyor duly authorized to practice under the laws of the State of Florida, hereby certifies that these surveys and plans marked Exhibit "A", Page 1, and Exhibit "B", Page 1, 2, and 3, all of which are exhibits annexed to and made a part of the Declaration of Condominium of THE SEA GULL MOTEL, together with the wording of said declaration are a correct representation of the improvements described therein, and that there can be determined therefrom the identification, location, dimension, and size of each Apartment Unit and of the common elements.

Certified to: THE SEA GULL MOTEL, A CONDOMINIUM

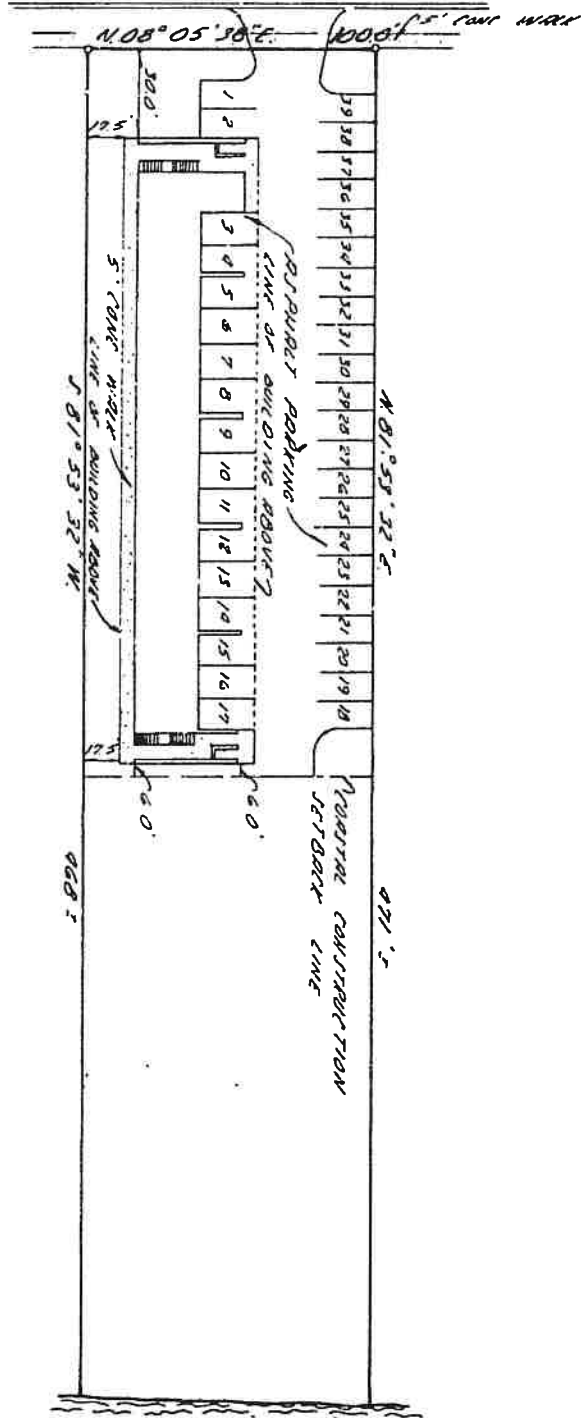
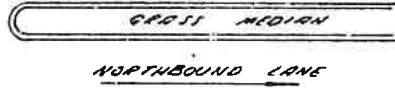
Dated at Merritt Island, Florida this 13th day of July 1977.

G. H. Q., Inc.

Civil Engineers Land Surveyors

Grover Dingus S. D. R. P. O. P. S.
 Florida Surveyor's Certificate No. 2423

OCEAN BEACH BOULEVARD



G. H. Q., Inc.
Civil Engineers Land Surveyors

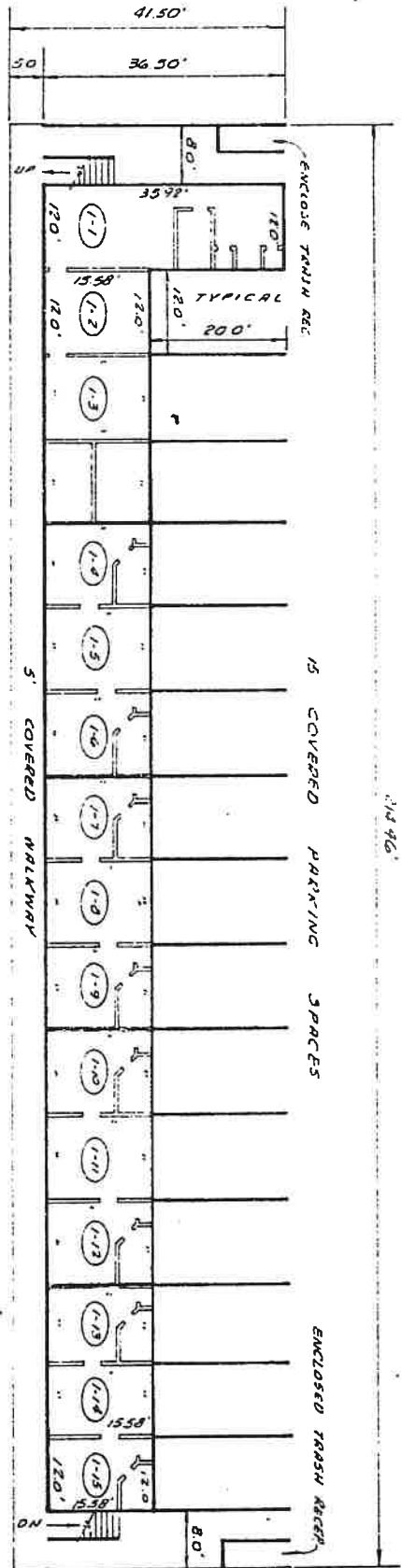
Scale: 1" = 50'

EXHIBIT "B"

Sheet 1 of 4

ATLANTIC OCEAN





FIRST FLOOR

FIRST FLOOR - FROM REAR ELEV 12.0 FROM CUR ELEV 20.0

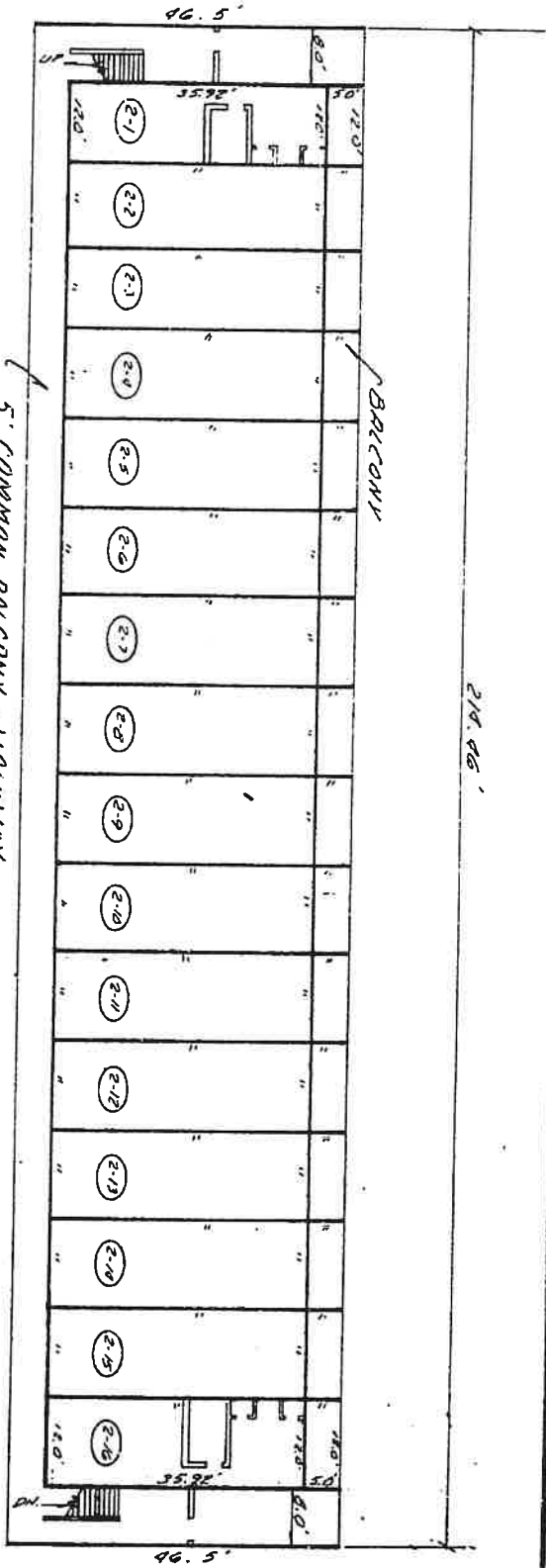
- RPT 101 = 1-4 1-5 1-6
- RPT 102 = 1-7 1-8 1-9
- RPT 103 = 1-10 1-11 1-12
- RPT 104 = 1-13 1-14 1-15

G. H. Q., INC.
Civil Engineers Land Surveyors

Scale: 1" = 20'

EXHIBIT "B"

Sheet 2 of 4



SECOND FLOOR PLAN

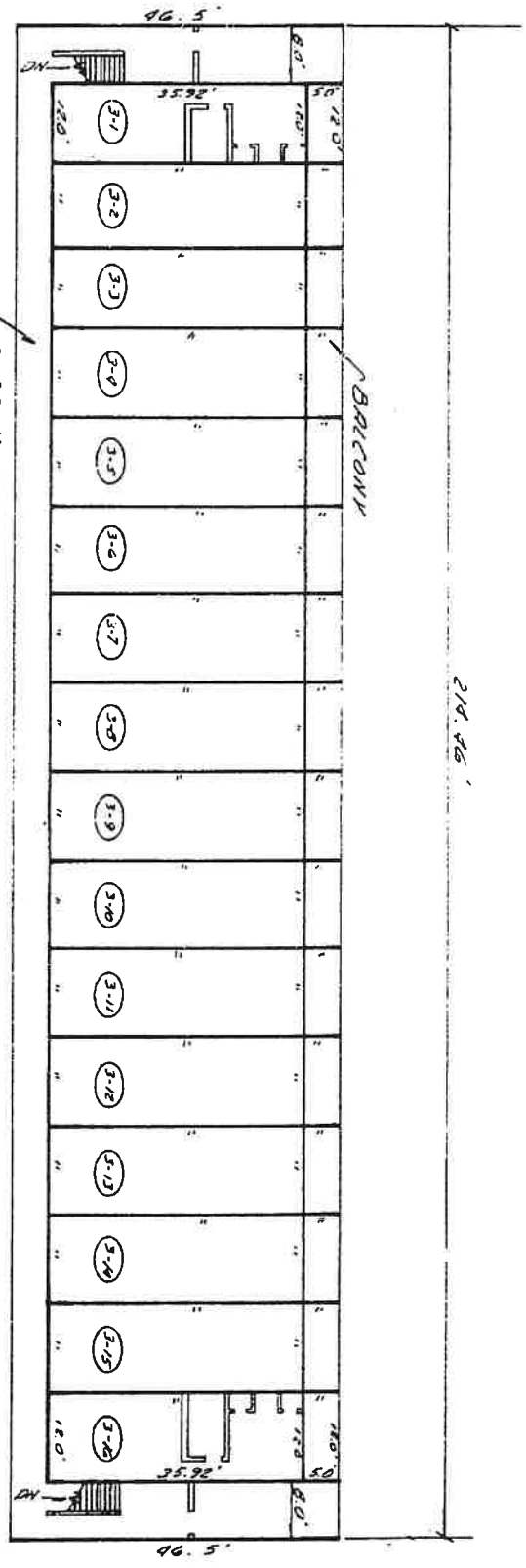
SECOND FLP - 7TH FLP ELEV 20.5 1ST. CLG ELEV 28.5

G. H. Q., Inc.
Civil Engineers Land Surveyors

Scale: 1" = 20'

EXHIBIT "B"

Sheet 3 of 4



THIRD FLOOR PLAN
 THIRD FLOOR - FIN. FLOOR ELEV 29.0 FIN. CIG. ELEV 37.0

G. H. Q., Inc.
 Civil Engineers Land Surveyors

Scale: 1" = 20'

EXHIBIT "G"

Sheet 4 of 4

EXHIBIT "C"

SCHEDULE NUMBER ONE

RE: PERCENTAGE OF OWNERSHIP, THAT IS SHARES OR INTERESTS
IN COMMON ELEMENTS.

A unit owner's PERCENTAGE of ownership (shares or interests)
in the common elements for the respective unit is set forth as
follows:

<u>UNIT NO.</u>	<u>PERCENTAGE</u>
1	2.784
2	2.784
3	2.784
4	2.784
201	2.777
202	2.777
203	2.777
204	2.777
205	2.777
206	2.777
207	2.777
208	2.777
209	2.777
210	2.777
211	2.777
212	2.777
213	2.777
214	2.777
215	2.777
216	2.777
301	2.777
302	2.777
303	2.777
304	2.777
305	2.777
306	2.777
307	2.777
308	2.777
309	2.777
310	2.777
311	2.777
312	2.777
313	2.777
314	2.777
315	2.777
316	2.777
TOTAL	100.000%

SCHEDULE NUMBER TWO

RE: PERCENTAGE OF CONTRIBUTION TO COMMON EXPENSES, AND PERCENTAGE
OF OWNERSHIP IN THE SURPLUS.

The percentage of contribution of units toward the common expenses,
and its ownership in the common surplus shall be the same as set
forth in SCHEDULE NUMBER ONE of this EXHIBIT "C" for the percentage
of ownership in the common surplus.

STATE OF FLORIDA

DEPARTMENT OF STATE • DIVISION OF CORPORATIONS

I certify that the following is a true and correct copy of

CERTIFICATE OF INCORPORATION

OF

THE SEA GULL CONDOMINIUM ASSOCIATION, INC.

filed in this office on the 20th day of June

19 77.

Charter Number: 739432



GIVEN under my hand and the Great
Seal of the State of Florida, at
Tallahassee, the Capital, this the

21st day of June
19 77.

A handwritten signature in cursive script, appearing to read "Bruce C. Smith".

SECRETARY OF STATE

FILED

JUN 20 12 59 PM '77

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

ARTICLES OF INCORPORATION

OF

THE SEA GULL CONDOMINIUM ASSOCIATION, INC.

(a corporation not for profit)

In order to form a corporation under and in accordance with the provisions of the laws of the State of Florida for the formation of corporation not for profit, we, the undersigned, hereby associate ourselves into a corporation for the purpose and with the powers hereinafter mentioned; and to that end, we do, by these Articles of Incorporation, set forth:

ARTICLE I

NAME

The name of the proposed corporation shall be THE SEA GULL CONDOMINIUM ASSOCIATION, INC., a corporation not for profit, hereinafter referred to as "ASSOCIATION" or "CORPORATION".

ARTICLE II

PURPOSES AND OBJECTS

The purposes and objects of the Corporation shall be to administer the operation and management of a condominium to be established by MAGIC TRIANGLE 72-C, LIMITED, a Florida Limited Partnership, hereinafter referred to as "DEVELOPER", which condominium complex is to be established in accordance with the laws of the State of Florida upon all or part of the following described property situate, lying and being in Brevard County, State of Florida, to-wit:

Per EXHIBIT "A", attached hereto and made a part hereof.

and to undertake the performance of the acts and duties incident to the administration of the operation and management of said condominium, in accordance with the terms, provisions, conditions and authorizations contained in these Articles of Incorporation, and which may be contained in the Declaration of Condominium, which will be recorded in the Public Records of Brevard County, Florida, at the time said property and the improvements now or hereafter situate thereon are submitted to a plan of condominium ownership, and to own, operate, lease land and facilities of every nature.

The Association shall make no distribution of income to its members, Directors or Officers.

ARTICLE III

POWERS

The powers of the Association shall include and be governed by the following provisions:

A. The Association shall have all of the common-law and statutory powers of a corporation not for profit, not in conflict with the terms of these Articles.

This instrument was prepared by:
Warren W. C. Burk, Esquire
1980 North Atlantic Ave.
Cocoa Beach, Florida 32931

B. The Association shall have all of the powers and duties set forth in the Condominium Act, except as limited by these Articles and the Declaration of Condominium, and all of the powers and duties reasonably necessary to operate the condominium pursuant to the Declaration, and as it may be amended from time to time, including, but not limited to, the following:

1. To make and collect assessments against members, as owners, to defray the costs, expenses and losses of the condominium. To use the proceeds of assessments in the exercise of its powers and duties.

2. To purchase insurance upon the condominium property, and insurance for the protection of the Association and its members, as unit owners.

3. To maintain, repair, replace, operate and manage the condominium and the property comprising the same, including the right to reconstruct improvements after casualty, and to make further improvements of the condominium property.

4. To contract for the management of the condominium, and to delegate to such contractor all of the powers and duties of the Association, except those which may be required by the Declaration of Condominium to have approval of the Board of Administration or membership of the Association. To employ personnel to perform the services required to proper operation of the condominium.

5. To enforce the provisions of said Declaration of Condominium, these Articles of Incorporation, the By-Laws of the Association which may hereafter be adopted, and the rules and regulations governing the use of the condominium as the same may hereafter be established. To make and amend reasonable regulations respecting the use of the property in the condominium.

6. To now or hereafter acquire and enter into leases and agreements of every nature, whereby the corporation acquires leaseholds, memberships and other possessory use interests in land or facilities, including recreational and communal facilities, whether or not contiguous to lands of the condominium, to provide enjoyment, recreation or other use and benefit to the owners of the units, all as may be deemed by the Board of Administration to be in the best interests of the Corporation.

7. To exercise, undertake and accomplish all of the rights, duties and obligations which may be granted to or imposed upon the Corporation pursuant to said Declaration of Condominium.

ARTICLE IV

MEMBERS

The qualification of the members, the manner of their admission to membership, termination of membership and voting of members shall be as follows:

A. The owners of all units in the condominium shall be members of the Association. No other persons or entities shall be entitled to membership, except as provided in Paragraph E of this Article IV. The Developer shall be deemed owner for all purposes for each unit to which the Developer holds a fee ownership interest.

B. Membership shall be established by the acquisition of a fee title to a unit in the condominium, or by acquisition of a fee ownership interest therein, whether by conveyance, devise, judicial decree, or otherwise, or as a vendee of a Contract or Agreement for Deed. The membership of any party shall be automatically terminated upon his being divested or all title to or his entire fee ownership interest in any unit, except nothing herein contained shall be construed as terminating the membership of any party who may own two (2) or more units, or who may own a fee ownership interest in two (2) or more units, so long as such party shall retain title to or a fee ownership interest in any unit.

C. The interest 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. The funds and assets of the Association shall be long solely to the Association, subject to the limitation that the same be expended, held or used for the benefit of the membership, and for the purposes authorized herein, in the Declaration of Condominium, and in the said By-Laws.

D. Each unit is allocated a number of votes pursuant to the Declaration of Condominium referred to in Article II herein. On all matters on which the membership shall be entitled to vote, votes may be exercised or cast by the owner or owners of each unit in such manner as may be provided in the By-Laws, hereafter adopted by the Association.

E. Until such time as the property described in Article II hereof is submitted to a plan of condominium ownership by the recordation of said Declaration of Condominium, the membership of the Association shall be comprised of the subscribers, or their assignees, of these Articles, each of which subscribers, or their assignees, shall be entitled to cast one (1) vote on all matters on which the membership shall be entitled to vote.

ARTICLE V

EXISTENCE

The Corporation shall have perpetual existence.

ARTICLE VI

PRINCIPAL OFFICE

The principal office of the Corporation shall be located at 1980 North Atlantic Avenue, Cocoa Beach, Florida 32931. However, the Corporation may maintain offices and transact business in such other places within or without the State of Florida as may from time to time be designated by the Board of Administration.

ARTICLE VII

ADMINISTRATION OF CORPORATION

The affairs of the Corporation shall be administered by the President of the Corporation, assisted by the Vice-President, Secretary, and Treasurer, and, if any, the Assistant Secretaries and Assistant Treasurers, subject to the directions of the Board of Administration. The Board of Administration, or the President with the approval of the Board of Administration, may employ a Managing Agent and/or such other managerial and supervisory personnel or entities to administer or assist in the administration of the operations and

management of the Corporation and the affairs of the Corporation. Any such person or entity may be so employed without regard to whether such person or entity is a member of the Corporation or a member of the Board of Administration or officer of the Corporation.

ARTICLE VIII

BOARD OF ADMINISTRATION - MANAGEMENT OF CORPORATION

A. The affairs of the Corporation shall be managed by the Board of Administration, also known as the Board of Directors. The number of members of the first Board of Administration of the Corporation shall be three (3). The number of members of succeeding Boards of Administration shall be as provided from time to time by the By-Laws of the Corporation, and may be increased or decreased as authorized by the laws of the State of Florida. The members of the Corporation, at the annual meeting of the membership as provided by the By-Laws of the Corporation, shall elect the Board of Administration. At least a majority of the Board of Administration shall be members of the Corporation, or shall be authorized representatives, officers or employees of a corporate member.

B. The members of the Board of Administration named in these Articles will serve until the first annual election of the Board of Administration. Any vacancies in their number occurring before the said first election will be filled by the remaining Board Members. Prior to the first annual election, the election of the Board of Administration by unit owners shall be in accordance with Paragraph 6 of the By-Laws. Compliance with the provisions of said Paragraph 6 of the By-Laws shall be accomplished by either the creation of vacancies in the existing Board of Administration, or by increasing the number of Board Members, which alternative method shall be decided upon by the existing members of the Board of Administration. Although there may be elections by unit owners of members to the Board of Administration as aforesaid, the first annual election of members of the Board of Administration will not be held until the Developer has closed the sales of all of the units in the condominium, or until it elects to terminate its control of the Association, or until January 1, 1979, or until it is required to do so pursuant to said Paragraph 6 of the By-Laws, whichever first occurs.

ARTICLE IX

OFFICERS

The Board of Administration shall elect a President, Vice-President, Secretary and Treasurer, and as many additional Vice-Presidents, Assistant Secretaries and Assistant Treasurers as the Board of Administration shall determine. The President shall be elected from among the membership of the Board of Administration, but no other officer needs to be a member of the Board of Administration. The same person may hold two (2) offices, the duties of which are not incompatible; provided, however, that the offices of the President and Vice President shall not be held by the same person, nor shall the offices of the President and Secretary or Assistant Secretary be held by the same person.

ARTICLE X

FIRST BOARD OF ADMINISTRATION

The names and addresses of the first Board of Administration, who, subject to the provisions of these Articles, the By-Laws and the laws of the State of Florida, shall hold office for the first year of

the Corporation's existence, or until their successors are elected and have qualified, are as follows:

<u>NAME</u>	<u>ADDRESS</u>
Wayne Koenig	1025 S. Rockledge Drive Rockledge, Florida 32955
Laurence E. Lea	4850 Ocean Beach Blvd. Cocoa Beach, Florida 32931
Gordon Carncross	641 S. Atlantic Ave. Cocoa Beach, Florida 32931

ARTICLE XI

SUBSCRIBERS

The subscribers to these Articles of Incorporation are the three (3) persons herein named to act and serve as members of the first Board of Administration of the Corporation, the names of which subscribers and their respective post office address are more particularly set forth in Article X, above.

ARTICLE XII

INITIAL OFFICERS

The officers of the Corporation, who shall serve until the first election under these Articles, shall be the following:

Wayne Koenig	President
Gordon Carncross	Secretary
Laurence E. Lea	Treasurer

ARTICLE XIII

Every member of the Board of Administration, and every officer of the Corporation shall be indemnified by the Corporation 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 party, or in which he may become involved by reason of his being or having been a member of the Board of Administration or officer of the Corporation, whether or not he is a member of the Board of Administration or officer at the time such expenses are incurred, except in such cases wherein the member of the Board of Administration or officer is adjudged guilty of wilful misfeasance or malfeasance in the performance of his duties. Provided that in the event of any claim for reimbursement or indemnification hereunder based upon a settlement by the member of the Board of Administration or officer seeking such reimbursement or indemnification, the indemnification herein shall only apply if the Board of Administration approves such settlement or reimbursement as being in the best interests of the Corporation. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such member of the Board of Administration or officer may be entitled.

ARTICLE XIV

AMENDMENT(S) TO ARTICLES OF INCORPORATION

A. Any amendment(s) to these Articles of Incorporation may be proposed by the Board of Administration of the Corporation acting upon a vote of the majority of the members of the Board of Administration, or by the members of the Corporation owning a majority of the units in the condominium, whether meeting as members or by instrument in writing signed by them.

B. Upon any amendment(s) to these Articles of Incorporation being proposed by said Board of Administration or members, such proposed amendment(s) shall be transmitted to the President of the Corporation, or other officer of the Corporation in the absence of the President, who shall thereupon call a special meeting of the members of the Corporation for a date not sooner than fourteen (14) days nor later than sixty (60) days from the receipt by him of the proposed amendment(s).

C. It shall be the duty of the Secretary of the Corporation to give to each member written or printed notice of such meeting, stating the time and place of the meeting, and reciting the proposed amendment(s) in reasonably detailed form. Such notice shall be mailed or presented personally to each member not less than fourteen (14) days nor more than sixty (60) days before the date set for such meeting. If mailed, such notice shall be deemed to be 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 Corporation, the postage thereon prepaid.

D. Any member may, by written waiver of notice signed by such member, waive such notice. Such waiver, when filed in the records of the Corporation, whether before or after the holding of the meeting, shall be deemed equivalent to the giving of such notice to such member.

E. At such meeting, the amendment(s) proposed must be approved by an affirmative vote of the members owning not less than seventy-five percent (75.0%) of the units in the condominium in order for such amendment(s) to become effective. Thereupon, such amendment(s) to these Articles of Incorporation shall be transcribed and certified in such form as may be necessary to register the same in the office of the Secretary of State of the State of Florida. Upon registration of such amendment(s) with said Secretary of State, a certified copy thereof shall be recorded in the Public Records of Brevard County, Florida, within ten (10) days from the date on which the same are so registered.

F. At any meeting held to consider such amendment(s) of these Articles, the written vote of any member of the Corporation shall be recognized if such member is not in attendance at such meeting or represented thereat by proxy; provided such written vote is delivered to the Secretary of the Corporation at or prior to such meeting.

G. Notwithstanding the foregoing provisions of this Article XIV, no amendment(s) to these Articles shall abridge, amend or alter when the first election of the Board of Administration shall be held as provided in Article VIII, hereof, may be adopted, or become effective without the prior written consent of MAGIC TRIANGLE 72-C, LIMITED, a Florida Limited Partnership.

ARTICLE XV

AMENDMENT(S) TO BY-LAWS OF INCORPORATION

Amendments to the By-Laws may be proposed by the Board of Administration of the Association acting upon the vote of the majority of the Board Members, or by a majority of the members of the Association, whether meeting as members or by instrument in writing signed by them.

IN WITNESS WHEREOF, we the undersigned, being the original subscribers to these Articles of Incorporation, have hereunto set our hands and seals, this 16th day of May, 1977 for the purpose of forming this corporation to do business both within and without the State of Florida, and in pursuance of the corporation laws of the State of Florida, and subscribe to these Articles of Incorporation and file them in the office of the Secretary of State of Florida, and certify that the facts therein stated are true.

H. Wayne Koenig
H. Wayne Koenig

Gordon Carncross
Gordon Carncross

Laurence F. Lea
Laurence F. Lea

STATE OF FLORIDA) SS:
COUNTY OF BREVARD)

On this 16th day of May, 1977, before me personally appeared H. Wayne Koenig, Gordon Carncross and Laurence E. Lea to me known, and known to me to be the individuals described in and who signed the foregoing Articles of Incorporation; and they severally acknowledged to me that they signed the same for the purposes therein set forth.

Witness my hand and official seal at Cocoa Beach, Brevard County, State of Florida, on the day and year first above written.

[Signature]
Notary Public .

My commission expires:
NOTARY PUBLIC, STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES OCTOBER 13, 1978

REGISTERED AGENT

The name and address of the Registered Agent of this Corporation is as follows:

Laurence E. Lea 1980 N. Atlantic Avenue
Cocoa Beach, Florida 32931

IN WITNESS WHEREOF, the subscriber hereto have hereunto set his hand and seal this day of A.D., 19 .

Laurence E. Lea (SEAL)

STATE OF FLORIDA)
COUNTY OF BREVARD) SS:

On this 11th day of May, A.D., 1977, before me personally appeared Laurence E. Lea, to me known, and known to me to be the individual described in and who signed the foregoing Articles of Incorporation; and he acknowledged to me that he signed the same for the purpose therein set forth.

WITNESS my hand and official seal at Cocoa Beach, Brevard County, State of Florida, on the day and year first above written.

My commission expires:

NOTARY PUBLIC, STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES OCTOBER 12, 1978

Prada S. Quinn
Notary Public
State of Florida

EXHIBIT A

LEGAL DESCRIPTION FOR
THE SEA GULL CONDOMINIUM

The South 100 feet of Lot 7, Block 4, COCOA OCEAN BEACH SUBDIVISION, according to the Plat thereof, as recorded in Plat Book 10, Page 16, of the Public Records of Brevard County, Florida; together with all of the land lying between the East line of the South 100 feet of Lot 7, and the ordinary high water mark of the Atlantic Ocean; together with riparian, littoral, and/or shore rights appurtenant thereto.

EXHIBIT " E "

BY-LAWS

OF

THE SEA GULL CONDOMINIUM ASSOCIATION, INC.

(a corporation not for profit)

1. IDENTITY. These are the By-Laws of THE SEA GULL CONDOMINIUM ASSOCIATION, INC., a corporation not for profit of the State of Florida, the Articles of Incorporation of which were filed in the Office of the Secretary of State on the 20th day of JUNE, 1977.

2. PURPOSE. THE SEA GULL CONDOMINIUM ASSOCIATION, INC., hereinafter called "ASSOCIATION" or "CORPORATION", has been organized for the purpose of administering the operation and management of a condominium project established, or to be established, in accordance with the Condominium Act of the State of Florida by MAGIC TRIANGLE 72-C, LIMITED, a Florida Limited Partnership, hereinafter called "DEVELOPER" upon lands described in said Articles of Incorporation, situate, lying and being in Brevard County, Florida.

3. PROVISIONS.

(A) The provisions of these By-Laws are applicable to said condominium, and the terms and provisions hereof are expressly subject to the effect of the terms, provisions, conditions and authorizations contained in the Articles of Incorporation, and which may be contained in the Declaration of Condominium which is to be recorded in the Public Records of Brevard County, Florida. The terms and provisions of said Articles of Incorporation and Declaration of Condominium are to be controlling whenever the same may be in conflict herewith.

(B) All present or future owners, tenants, future tenants, or their employees, or any other person that might use said condominium or any of the facilities thereof in any manner are subject to the regulations set forth in these By-Laws, and in said Articles of Incorporation and Declaration of Condominium.

(C) The mere acquisition or rental of any of the units of the project, or the mere act of occupancy of any of said units will signify that these By-Laws, Charter provisions and regulations in the Declaration of Condominium are accepted, ratified and will be complied with.

(D) The fiscal year of the Association shall be determined by the Board of Administration.

(E) The seal of the Association shall bear the name of the Association, the word "FLORIDA", the words "A CORPORATION NOT FOR PROFIT", and the year of incorporation.

4. MEMBERSHIP, VOTING, QUORUM, PROXIES AND NOTICE.

(A) The qualification of members, the manner of their admission to membership and termination of such membership, and voting of members shall be as set forth in Article IV of the Articles of Incorporation of the Association, the provisions of which Article IV of the Articles of Incorporation are incorporated herein by reference.

This instrument was prepared by:
Warren W. C. Burk, Esquire
1980 North Atlantic Ave.
Cocoa Beach, Florida 32931

(B) A quorum of member's meetings shall consist of persons entitled to cast a majority of the votes of the entire membership. Joinder of a member in the action of a meeting by signing and concurring in the Minutes thereof shall constitute the presence of such person for the purpose of determining a quorum.

(C) The vote of the owners of a unit owned by more than one (1) person, or by a corporation, or other entity shall be cast by the person named in the written notice, signed by all of the owners of the unit, filed with the Secretary of the Association. Such written notice shall be valid until revoked by subsequent written notice. If such written notice is not on file or not produced at the meeting, the vote of such owners shall not be considered in determining the requirement for a quorum, nor for any other purpose.

(D) Any unit owned by the Association shall not be entitled to vote as a member, or be considered in determining the requirement for a quorum.

(E) Votes may be cast in person or by proxy. Proxies shall be valid only for the particular meeting designated thereon, and must be filed with the Secretary before the appointed time of the meeting. Provided, however, that no one (1) person shall be designated to hold more than five (5) proxies. Votes of unit owners may be split.

(F) Approval or disapproval of a unit owner upon any matters, whether or not the subject of an Association meeting, shall be by the same person who would cast the vote of such owner if in an Association meeting.

(G) Except where otherwise required under the provisions of the Articles of Incorporation of the Association, these By-Laws, the Declaration of Condominium, or where the same may otherwise be required by law, the affirmative vote of the owners of a majority of the units represented at any duly called members' meeting at which a quorum is present will be binding upon the members.

5. ANNUAL AND SPECIAL MEETING OF MEMBERSHIP.

(A) The annual members' meeting shall be held at the office of the Association at 2:00 o'clock P.M. Eastern Standard Time, on the second (2nd) Monday in January of each year for the purpose of electing the members of the Board of Administration of the Association by the members. Provided, however, that if that day is a legal holiday, the meeting shall be held at the same hour on the next succeeding Monday. The date of the first (1st) annual meeting, as provided herein, shall be subject to and pursuant to the provisions of Article VIII of the Articles of Incorporation.

(B) Special members' meetings shall be held whenever called by the President, Vice-President, or by a majority of the Board of Administration, and must be called by officers upon receipt of a written request from members owning a majority of the units. The notice of any special meeting shall state the time and place of such meeting and the purpose thereof. No business shall be transacted at a special meeting except as stated in the notice, unless by consent of four-fifths (4/5ths) of the votes present, either in person or by proxy.

(C) Notice of all members' meetings, regular or special, shall be given by the President, Vice-President, Secretary or Treasurer of the Association, or other officer of the Association in the absence of said officers, to each member, unless waived in writing. Such notice shall be written or printed, and shall state the time, place and object for which the meeting is called. Such notice shall be given to each member not less than fourteen (14) days nor more than

sixty (60) days prior to the date set for such meeting. Such notice shall be mailed or presented personally to each member within said time, and shall be posted in a conspicuous place on the condominium property. If presented personally, receipt of such notice shall be signed by the member, or officer giving such notice, indicating the date on which such notice was received by such member. If mailed, such notice shall be deemed to be 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, the postage thereon prepaid, which notice need not be sent by certified mail. Proof of such mailing shall be given by the affidavit of the person giving such notice. Any member may, by written waiver of notice signed by such member, waive such notice. Such waiver, when filed in the records of the Association, whether before or after the holding of the meeting, shall be deemed equivalent to the giving of such notice to such member. If any members' meeting cannot be organized because a quorum has not attended, or because a greater percentage of the membership required to constitute a quorum of attendance may be required as set forth in the Articles of Incorporation, these By-Laws, or the Declaration of Condominium, 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.

(D) At meeting of membership, the President, or in his absence, the Vice-President, shall preside, or in the absence of both, the membership shall elect a Chairman.

(E) The order of business at annual members' meetings shall be:

- (i) Calling the roll and certifying of proxies.
- (ii) Proof of notice of meeting or waiver of notice.
- (iii) Reading of Minutes.
- (iv) Reports of officers.
- (v) Reports of committees.
- (vi) Appointment of Chairman of Inspectors of Election.
- (vii) Election of the members of the Board of Administration.
- (viii) Unfinished Business.
- (ix) New business.
- (x) Adjournment.

(F) Meetings of the Association shall be held at the principal office of the Association, or such other suitable place convenient to the owners as may be designated by the Board of Administration.

6. BOARD OF ADMINISTRATION AND OFFICERS.

(A) When unit owners, other than the Developer, own fifteen percent (15.0%) or more of the units that will be operated ultimately by the Association, the unit owners, other than the Developer, shall be entitled to elect not less than one-third (1/3) of the members of the Board of Administration, hereinafter called "BOARD MEMBERS". Unit owners, other than the Developer, shall be entitled

to elect not less than a majority of the members of the Board of Administration of the Association three (3) years after sales by the Developer have been closed on seventy-five percent (75.0%) of the units that will be operated ultimately by the Association, or three (3) months after sales have been closed by the Developer on ninety percent (90.0%) of the units that will be operated ultimately by the Association, or when all of the units that will be operated ultimately by the Association have been completed and some of them have been sold and none of the others are being offered for sale by the Developer in the ordinary course of business, which ever shall first occur. The Developer shall be entitled to elect not less than one (1) member of the Board of Administration of the Association so long as the Developer holds for sale in the ordinary course of business any units in the condominium operated by the Association.

(B) Within sixty (60) days after unit owners, other than the Developer, are entitled to elect a member or members of the Board of Administration of the Association, the Association shall call and give not less than thirty (30) days nor more than forty (40) days notice of a meeting of the unit owners for this purpose. Such meeting may be called, and the notice given by any unit owner if the Association fails to do so.

(C) Each member of the Board of Administration elected at the first annual meeting of the members, and at each annual members' meeting thereafter, shall serve for the term of one (1) year, or until his successor is duly elected. Board Members may be removed with or without cause by an affirmative vote of the members owning in excess of fifty percent (50.0%) of the units in the condominium at a special meeting called for such purpose.

(D) The number of Board Members to serve on the Board of Administration shall be determined by the Board of Administration.

(E) Election of Board Members shall be conducted in the following manner:

(i) Each Member of the Board of Administration shall be elected by a plurality of the votes cast at the annual meeting of the members of the Association.

(ii) Vacancies in the Board of Administration may be filled until the date of the next annual meeting by the majority vote of the remaining Board Members.

(F) The organization meeting of a newly elected Board of Administration shall be held within ten (10) days of their election, at such time and at such place as shall be fixed by the Board Members at the meeting at which they were elected; and no further notice of the organization meeting shall be necessary provided a quorum shall be present.

(G) The officers of the Association shall be elected annually by the Board of Administration, at the organization meeting of each new Board, and shall hold office at the pleasure of the Board.

(H) Upon an affirmative vote of a majority of the members of the Board of Administration, any officer may be removed, either with or without cause, and his successor elected at any regular meeting of the Board of Administration, or any special meeting of the Board called for such purpose.

(I) Regular meetings of the Board of Administration may be held at such time and place as shall be determined from time to time by a majority of the Board Members, but at least six (6) bi-monthly meetings shall be held during each calendar year. Notice

of regular meetings shall be given to each Board Member, personally, or by mail, telephone, or telegram, at least ten (10) days prior to the day named for such meeting, unless notice is waived.

(J) Special meetings of the Board Members may be called by the President, and must be called by the Secretary at the written request of two (2) Board Members. Not less than three (3) days' notice of a meeting shall be given to each Board Member, personally, or by mail, telephone, or telegram, which notice shall state the time, place and purpose of the meeting.

(K) Meetings of the Board of Administration shall be open to all unit owners, and notices of meetings shall be posted conspicuously forty-eight (48) hours in advance for the attention of unit owners, except in an emergency.

(L) Any Board Member may waive notice of a meeting before or after the meeting. Such waiver shall be deemed equivalent to the giving of notice. Attendance by a Board Member at any meeting of the Board shall be waiver of notice by him of the time and place thereof. If all the Board Members are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

(M) A quorum of a Board of Administration meeting shall consist of the Board Members entitled to cast a majority of the votes of the entire Board. The acts of the Board approved by a majority of the votes present at the meeting at which a quorum is present shall constitute the acts of the Board of Administration, except as specifically otherwise provided in the Articles of Incorporation, By-Laws or Declaration of Condominium. If any Board meeting cannot be organized because a quorum has not attended, or because the greater percentage of Board Members required to constitute a quorum for particular purposes have not attended, whenever the latter percentage of attendance may be required, Board Members who are present may adjourn the meeting from time to time until a quorum, or required percentage of attendance, if greater than 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. The joinder of a Board Member in the action of the meeting by signing and concurring in the Minutes thereof shall constitute the presence of such Board Member for the purpose of determining a quorum.

(N) The presiding officer at Board meetings shall be the President. In the absence of the President, the Vice-President shall preside.

(O) Board Members' fees, if any, shall be determined at a duly constituted meeting of the members of the Association.

(P) All of the powers and duties of the Association shall be exercised by the Board of Administration, including those powers existing under the common law and statutes, Articles of Incorporation, these By-Laws and the Declaration of Condominium, and shall include, without limiting the generality of the foregoing, the following:

(i) To make, levy and collect assessments against members and members' units to defray the costs of the condominium, and to use the proceeds of said assessments in the exercise of the powers and duties granted unto the Association.

(ii) The maintenance, repair, replacement, operation and management of the condominium wherever the same is required to be done and accomplished by the Association for the benefit of its members.

(iii) The reconstruction of improvements after casualty, and further improvement of the property, real and personal.

(iv) To make and amend regulations governing the use of the property, real and personal, in the condominium, so long as such regulations or amendments thereto do not conflict with the restrictions and limitations which may be placed upon the use of such property under the terms of the Articles of Incorporation and Declaration of Condominium.

(v) To approve or disapprove proposed purchasers and lessees of units in the manner specified in the Declaration of Condominium.

(vi) To acquire, operate, lease, manage and otherwise trade and deal with property, real and personal, including units in the condominium, as may be necessary or convenient in operating and managing the condominium, and in accomplishing the purpose set forth in the Declaration of Condominium.

(vii) To contract for the management of the condominium, and to delegate to such contractor all of the powers and duties of the Association, except those which may be required by the Declaration of Condominium to have approval of the Board of Administration or membership of the Association.

(viii) To enforce by legal means the provisions of the Articles of Incorporation, the By-Laws, the Declaration of Condominium, and any regulations hereinafter promulgated governing the use of the property in the condominium.

(ix) To pay all taxes and assessments which are liens against any part of the condominium, other than units and the appurtenances thereto, and to assess the same against the members and their respective units subject to such liens.

(x) To carry insurance for the protection of the members and the Association against casualty and liability.

(xi) To pay all costs of power, water, sewer and other utility services rendered to the condominium and not billed to the owners of the separate units; and

(xii) To employ personnel to perform the services required the proper administration of the Association.

(Q) The undertaking and contracts authorized by the said first Board of Administration shall be binding upon the Association in the same manner as though such undertakings and contracts had been authorized by the first Board of Administration duly elected by the membership.

(7) OFFICERS

(A) The principal officers of the Association shall be a President, Vice-President, Secretary and a Treasurer. The President shall be elected from among the membership of the Board of Administration, but no other officer needs to be a Board Member. The Board Members may appoint an Assistant Secretary, an Assistant Treasurer and such other officers as in their judgement may be necessary.

(B) The President shall be the Chief executive officer of the Association. He shall preside at all meetings of the Association and of the Board of Administration. He shall have all of the general 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 owners, from time to time as he may in his discretion decide is appropriate, to assist in the conduct of the affairs of the Association.

(C) The Vice-President shall take the place of the President and perform his duties whenever the President shall be absent or unable to act. If neither the President nor the Vice-President is unable to act, the Board of Administration shall appoint some other member of the Board to do so on an interim basis. The Vice-President shall also perform such other duties as shall from time to time be imposed upon him by the Board of Administration.

(D) The Secretary shall have custody of, and maintain, all of the corporate records, except the financial records, shall record the Minutes of all meetings of the Board of Administration and Minutes of all meetings of unit owners, and said Minutes shall be kept in a business-like manner and be available for inspection by unit owners and Board Members at all reasonable times. The Secretary shall also send out notices of meetings, and perform such other duties as may be directed by the Board of Administration and President. He shall have custody of the seal of the Association and shall affix the same to instruments requiring a seal when duly signed.

(E) The Treasurer shall have custody of all property of the Association, including funds, securities and evidences of indebtedness. He shall keep the books of the Association in accordance with good accounting practices.

(F) Officers' fees, if any, shall be determined at a duly constituted meeting of the members of the Association.

8. FISCAL MANAGEMENT. The management of the condominium in fiscal matters may be governed by the terms and provisions of any agreements made by the Association for the management and operation of the condominium. However, in the event such agreements are not made, or if they do not contain provisions for fiscal management, or at the termination of any such agreements, fiscal management will be as set forth in the Declaration of Condominium and Articles of Incorporation, supplemented by the following:

(A) Accounts. The receipts and expenditures of the Association may be credited and charged to accounts under the following classifications, as shall be appropriate, all of which expenditures will be common expenses:

(i) Current Expense, which will include all receipts and expenditures within the year for which the budget is made, including a reasonable allowance for contingencies and working funds, except expenditures chargeable to reserves, to additional improvements or to operations. The balance in this fund at the end of each year will be applied to reduce the assessments for current expenses for the succeeding year.

(ii) Reserve for Deferred Maintenance, which will include funds for maintenance items that occur less frequently than annually.

(iii) Reserve for Replacement, which will include funds for repair or replacement because of damage, depreciation or obsolescence.

(iv) Betterments, which will include the funds to be used for capital expenditures for additional improvements or additional personal property that will be part of the common elements.

(B) Budget. The Board of Administration will adopt a combined budget annually, which shall be for each calendar year, unless the Board of Administration elects a different fiscal year basis. The budget will include the estimated funds required to defray the common expenses and to provide and maintain funds for the foregoing accounts, and reserves according to good accounting practices, as follows:

(i) Current Expense.

(ii) Reserve for Deferred Maintenance, the amount for which will not exceed one hundred fifteen percent (115.0%) of the budget for this account for the prior year.

(iii) Reserve for replacement, the amount for which will not exceed one hundred fifteen percent (115.0%) of the budget for the account for the prior year.

(iv) If a budget is adopted by the Board of Administration which requires assessments against unit owners in any fiscal or calendar year exceeding one hundred fifteen percent (115.0%) of such assessments for the preceding year, upon written application of ten percent (10.0%) 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 unit owner, but within thirty (30) days of the delivery of such application to the Board of Administration or any Member thereof, at which special meeting unit owners may consider and enact a revision of the budget, or recall any and all Board Members and elect their successors. In either case, the revision of the budget or the recall of any and all Board Members shall require a vote of not less than a majority of the whole number of votes of all unit owners. The Board of Administration 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 re-examined by the unit owners in the manner hereinabove set forth, nor shall the Board of Administration be recalled under the terms of this section. In determining whether assessments exceed one hundred fifteen percent (115.0%) of similar assessments in prior years, there shall be excluded in the computation any provision for reasonable reserves made by the Board of Administration 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; and there shall be excluded from such computation, assessments for betterments to the condominium property, or assessments for betterments to be imposed by the Board of Administration. Provided, however, that so long as the Developer is in control of the Board of Administration, the Board shall not impose an assessment for a year greater than one hundred fifteen percent (115.0%) of the prior fiscal or calendar year's assessment without approval of a majority of the unit owners. Further, provided, however, that until the Developer has completed all of the contemplated improvements and closed the sales of all of the units of the condominium established by it upon said land, or until it terminates its control of the Association, or until January 1, 1979, whichever shall first occur, the Board of Administration may omit from the budget all allowances of contingencies and reserves.

(v) A copy of the proposed annual budget of common expenses and proposed assessments 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 written notice of the time and place of such meeting.

(C) Special Assessments.

(i) Related to Maintenance and Up-Keep. When in the judgement of the Board of Administration the condominium property shall require additions, alterations, or improvements in excess of the usual items of maintenance, but which are related to the maintenance and up-keep of the condominium project, such as new carpeting and painting of the building, and the making of such additions, alterations, or improvements shall have been approved by a majority of the unit owners, the Board of Administration shall proceed with such additions, alterations, or improvements, and shall specially assess all unit owners for the cost thereof as a common expense. Provided, however, no aggregate of said special assessment shall be levied for improvements which exceed fifteen percent (15.0%) of the current, regular, annual assessment during the annual assessment year, unless prior written consent is received from not less than seventy-five percent (75.0%) of the voting members.

(ii) Not Related to Maintenance and Up-Keep. Special assessments may be made by the Board of Administration from time to time to meet other needs or requirements of the Association in the operation and management of the condominium, and to provide for emergencies, repairs or replacements and infrequently recurring items of maintenance. However, a special assessment which is not connected with an actual operation, managerial or maintenance expenses of the condominium, shall not be levied without the prior approval of the members owning not less than seventy-five percent (75.0%) of the units in the condominium.

(iii) For Emergencies. Assessments for common expenses of emergencies that cannot be paid from the annual assessments for common expenses will be made only after notice of the need for such is given to the members. After such notice, and upon approval by not less than seventy-five percent (75.0%) of the membership of the Association, the assessment will become effective; and it will be due after thirty (30) days' notice in such manner as the Board of Administration may require in the notice of assessment.

(iv) If a Developer holds units for sale in the ordinary course of business, none of the following actions may be taken without approval in writing by the Developer:

(a) Assessments of the Developer as a unit owner for capital improvements.

(b) Any action by the Association that would be detrimental to the sales of units by the Developer. Provided, however, that an increase in assessments for common expenses without discrimination against the Developer shall not be deemed to be detrimental to the sales of units.

(D) Assessments against the unit owners for their shares of the items of the budget will be made for the fiscal year annually in advance for which the assessments are made. Such assessments will be due in equal monthly installments 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 will be presumed to have been made in the amount of the last prior assessment, and monthly installments on such assessments will be due upon each installment payment date until changed by an amended assessment. In the event the annual assessment proves to be insufficient, the budget and assessments may be amended from time to time by the Board of Administration if the accounts of the amended budget do not exceed such limitation as would be subject to the approval of the membership of the Association as previously required by these By-Laws, and in accordance with the procedures for the adoption of said amended budget. The unpaid

assessment for the remaining portion of the calendar year for which the amended assessment is made will be due in equal monthly installments on the first day of each month remaining in the year for which such amended assessment is made.

(E) Acceleration of Assessment Installments Upon Default.

If a unit owner shall be in default in the payment of an installment upon an assessment(s), the Board of Administration may accelerate the remaining installments of the Assessment upon notice to the unit owner, and then the unpaid balance of the assessment will become due upon the date stated in the notice, but not less than ten (10) days after hand-delivery of the notice to the unit owner, nor less than twenty (20) days after mailing of such notice to him by registered or certified mail, whichever shall first occur.

(F) Association's Depository.

The depository of the Association will be such bank(s) as shall be designated from time to time by the Board Members and in which the monies of the Association will be deposited. Withdrawal of monies from such accounts will be only by checks signed by such persons as are authorized by the Board Members.

(G) Audit.

An audit of the accounts of the Association will be made annually, and a copy of the audit report will be furnished to each member not later than April 1st of the year following the year for which the audit is made.

(H) Fidelity Bonds.

Fidelity Bonds may be required by the Board Members from all officers and employees of the Association, and from any contractor handling or responsible for Association funds. The amount of such bonds shall be determined by the Board Members, but shall be at least the amount of the total annual assessments against members for common expenses. The premiums on such bonds shall be paid by the Association.

9. PARLIAMENTARY RULES. Robert's Rules of Order (latest edition) shall govern the conduct of corporate proceedings when not in conflict with the Articles of Incorporation, these By-Laws, the Declaration of Condominium, or with the Statutes of the State of Florida.

10. AMENDMENTS TO BY-LAWS. Amendments to these By-Laws shall be proposed and adopted in the following manner:

(A) Amendments to these By-Laws may be proposed by the Board of Administration of the Association acting upon the vote of the majority of the Board Members, or by a majority of the members of the Association, whether meeting as members or by instrument in writing signed by them.

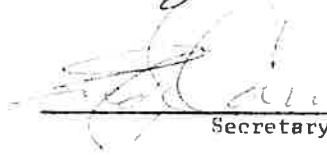
(B) Upon any amendment(s) to these By-Laws being proposed by the said Board of Administration or members, such proposed amendment(s) shall be transmitted to the President of the Association, or other officer of the Association in the absence of the President, who shall thereupon call a special meeting of the members for a date not sooner than fourteen (14) days nor later than sixty (60) days from receipt by such officer of the proposed amendment(s). It shall be the duty of the Secretary to give each member written or printed notice of such meeting in the same form and in the same manner as notice of the call of a special meeting of the members is required as herein set forth.

(C) In order for such amendment(s) to become effective, the same must be approved by an affirmative vote of the members owning not less than two-thirds (2/3) of the units in the condominium. Thereupon, such amendment(s) to these By-Laws shall be transcribed, certified by the President and Secretary of the Association, and a copy

thereof shall be recorded in the Public Records of Brevard County, Florida, within ten (10) days from the date on which any amendment(s) have been affirmatively approved by the members.

(D) At any meeting held to consider such amendment(s) to the By-Laws, the written vote of any member of the Association shall be recognized if such member is not in attendance at such meeting or represented thereat by proxy; provided, such written vote is delivered to the Secretary of the Association at or prior to such meeting.

The undersigned, being the Secretary of The Sea Gull Condominium Association, Inc., a corporation not for profit under the laws of the State of Florida, does hereby certify that the foregoing By-Laws were adopted as the By-Laws of the said Association at a meeting held for such purpose on the 3 day of August, 19 72.



Secretary

II

PROJECTED OPERATING BUDGET

ANNUAL BUDGET FORTHE SEA GULL MOTEL, A CONDOMINIUM

1. Real Estate Taxes	\$12,000.00
2. Personal Property Taxes	600.88
3. Insurance	3,200.00
4. Utilities	10,800.00
5. Trash Collection	110.00
6. Management & Maintenance	9,800.00
7. Reserve & Replacement	6,000.00
8. Legal & Accounting	<u>1,700.00</u>
TOTAL ANNUAL EXPENSES	\$44,210.88

$$\$44,210.88 \div 1,836 \text{ unit weeks} = \$24.08$$

Annual assessment per unit week, \$24.08

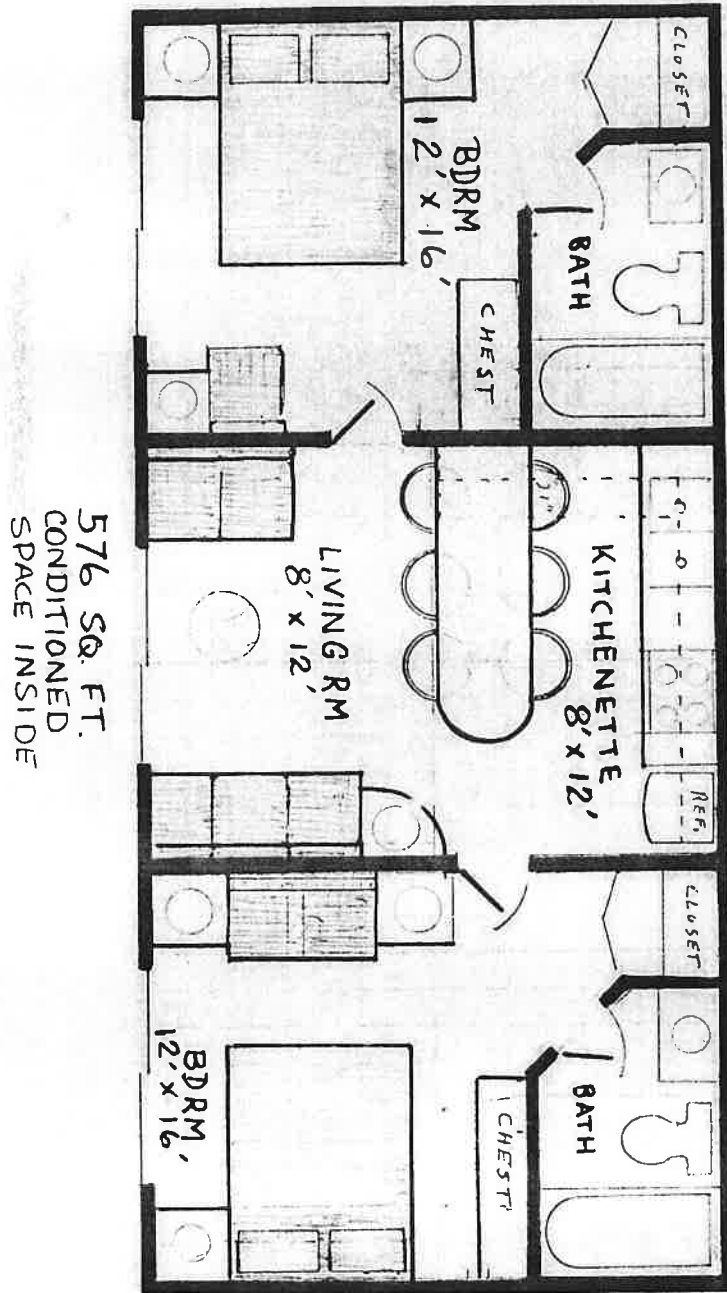
ANNUAL INCOME

$$1,836 \text{ unit weeks} @ \$24.08 = \$44,210.88$$

III FLOOR PLAN

FOR: TWO BEDROOM UNITS (GROUND FLOOR)

APARTMENTS 101, 102, 103, 104

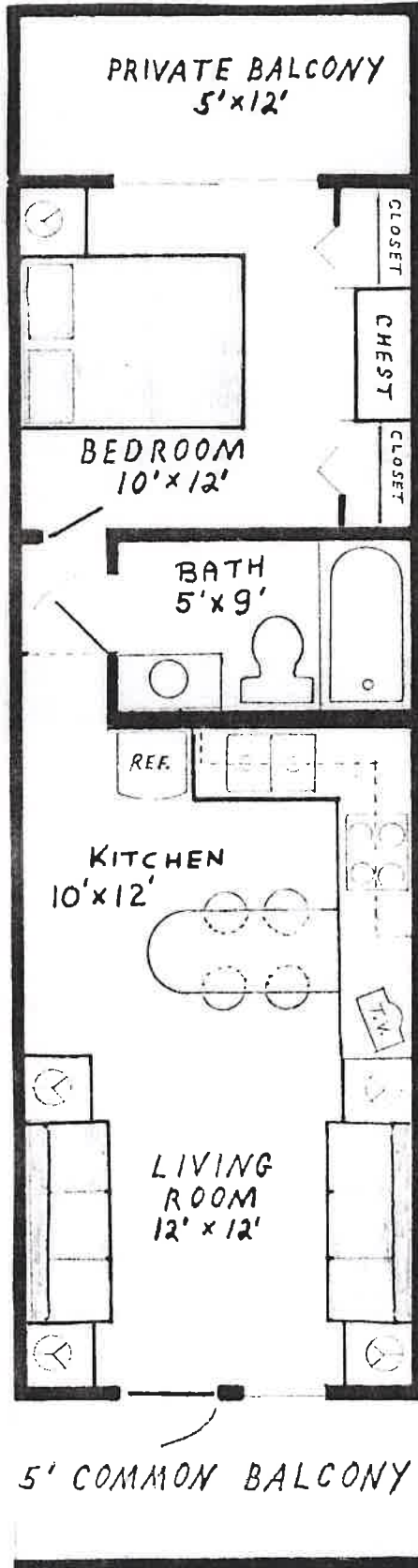


576 SQ. FT.
CONDITIONED
SPACE INSIDE

III FLOOR PLAN

FOR: ONE BEDROOM UNITS (2ND & 3RD FLOORS)

Apartments numbered: 201 - 216, 301 - 316



504 SQ FT.
INCLUDING
PRIVATE
BALCONY

444 SQ FT
CONDITIONED
SPACE INSIDE

STATE OF FLORIDA, COUNTY OF BREVARD
I HEREBY CERTIFY that the foregoing is a true copy of
the original filed in this office and may contain redactions
as required by law.
RACHEL M. SADOFF, Clerk of the Circuit Court

By Gabbie Reep
Deputy Clerk
Date 5/18/2022



5' COMMON BALCONY

Prepared by, record and return to:
Seth D. Chipman, Esquire
96 Willard St., Suite 204
Cocoa, FL 32922

CFN 2022009616, OR BK 9383 PAGE 2898
Recorded 01/13/2022 at 10:36 AM, Rachel M Sadoff,
Clerk of Courts, Brevard County
Pgs:2

**CERTIFICATE OF AMENDMENT TO DECLARATION OF
THE SEA GULL CONDOMINIUM ASSOCIATION, INC.**

Pursuant to Chapters 718, and 721 Florida Statutes, and the provisions of the Declaration of THE SEA GULL CONDOMINIUM ASSOCIATION, INC. ("Association"), which Association is responsible for the management and operation of The Sea Gull Beach Club A Condominium, according to the Declaration thereof, as originally recorded in Official Record Book 1913, Page 60, and all amendments thereto, recorded in the Public Records of Brevard County, Florida; and pursuant to a vote of approval as set forth in the Declaration and Florida law, the Declaration is amended as follows:

1. Section 1.A of the Declaration is amended as follows:

PURPOSE: The purpose of this Declaration is to submit the lands described in this instrument, and the improvements on such lands to the condominium form of ownership and use in the manner provided by Chapters 718 and 721 Florida Statutes, as amended from time to time, respectively hereinafter called the CONDOMINIUM ACT and the FLORIDA VACATION PLAN AND TIMESHARING ACT. Any reference herein to the CONDOMINIUM ACT, shall refer to Chapter 718, Florida Statutes, as amended from time to time.

2. Section 2 of the Declaration is amended as follows:

DEFINITION OF TERMS – FLORIDA CONDOMINIUM ACT.

The definitions contained in the Condominium Act and the Florida Vacation Plan and Timesharing Act, as amended from time to time, are incorporated herein by reference, and shall be the definitions of like terms as used in this Declaration and the Exhibits attached hereto, unless other definitions are specifically set forth. As the terms are used herein and in the exhibits attached hereto, "APARTMENT" shall be synonymous with the term "UNIT" as defined in said Act, and the term "APARTMENT OWNER" synonymous with the term "UNIT OWNER" as defined therein. A "CONDOMINIUM PARCEL" means a unit together with the undivided share in the common elements which are appurtenant to the unit. "INTERVAL OWNERSHIP" means units that are conveyed for a period of time wherein the purchaser(s) received a stated time period of Ownership. "UNIT WEEK" or "INTERVAL WEEK" means a one-week period of ownership, in a condominium unit each year, ~~until December 31, 2028, at which time there shall be a remainder over in fee simple as tenant in common with all other purchasers of "UNIT WEEKS"~~ in each condominium unit.

"UNIT WEEK" is the seven (7) days commencing at 12:00 o'clock noon on Saturday and ending at 12:00 o'clock noon on the following Saturday. Unit weeks are numbered 1 through 52. Check in time for users of UNIT WEEKS shall be 4:00 PM on Saturday, and

check out time shall be at 10:00 AM the following Saturday, allowing time to clean and/or repair.

UNITS COMMITTED TO INTERVAL OWNERSHIP.

“UNIT COMMITTED TO INTERVAL OWNERSHIP” shall be any unit sold under a plan of Interval Ownership. The unit shall become a unit committed to Interval ownership upon the recording of the first deed in said unit conveying a unit week or weeks. A unit will no longer be committed to Interval Ownership any time all unit weeks are owned by the same legal entity. The “ASSOCIATION” means the non-profit corporation organized for the purpose of managing and maintaining the condominium property. “INTERVAL OWNER” means the entity owning a unit week or weeks.

CERTIFICATE OF ASSOCIATION

The undersigned, as President of THE SEA GULL CONDOMINIUM ASSOCIATION, INC., hereby certifies the foregoing Amendments to the Declaration were adopted by the membership of the Association, in the manner provided in the Declaration and Florida law at a duly called meeting held on November 20, 2021.

WITNESSES (TWO REQUIRED):

[Signature]
Print Name: Joshua Kidd

[Signature]
Print Name: ARTHUR FRIEDMAN

THE SEA GULL CONDOMINIUM
ASSOCIATION, INC.

[Signature]
By: JACK ROBBINS, President
Address: 4440 OCEAN BEACH BLVD
COCOA BEACH, FL 32931

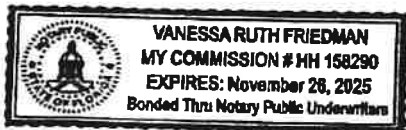
IN WITNESS WHEREOF, the Association has caused this instrument to be executed on the date set forth below.

STATE OF FLORIDA
COUNTY OF BREVARD

The foregoing instrument was acknowledged before me this 6th day of October, 2021, by JACK ROBBINS, President of THE SEA GULL CONDOMINIUM ASSOCIATION, INC., on behalf of the corporation who produced #42935187 US passport as identification and did not take an oath.

[Signature]
NOTARY PUBLIC, State of Florida at Large

My Commission Expires:



Prepared by, record and return to:
Seth D. Chipman, Esquire
96 Willard St., Suite 204
Cocoa, FL 32922

CFN 2022009615, OR BK 9383 PAGE 2897
Recorded 01/13/2022 at 10:36 AM, Rachel M. Sadoff,
Clerk of Courts, Brevard County
Pgs: 1

**CERTIFICATE TO EXTEND TIMESHARE INSTRUMENT AND TIMESHARE PLAN OF
THE SEA GULL CONDOMINIUM ASSOCIATION, INC.**

WHEREAS, THE SEA GULL CONDOMINIUM ASSOCIATION, INC. is responsible for the management of the Sea Gull Beach Club A Condominium which is a timeshare condominium within the meaning of the Florida Statutes, and the Declaration thereof and all amendments thereto, as originally recorded in Official Record Book 1913, Page 60, of the Public Records of Brevard County, Florida: and

WHEREAS, as provided in Florida Statute §721.1255, Fla. Stat. (2021), the Association has voted to extend the timeshare plan and instrument, indefinitely, eliminating termination dates for THE SEA GULL CONDOMINIUM ASSOCIATION, INC., by the affirmative vote of the requisite number of voting interests as set forth under §721.1255, Fla. Stat. and the Declaration, at a duly notice members' meeting on September 20, 2021.

IN WITNESS WHEREOF, the Association has caused this instrument to be signed in its name and by its President this 6th day of October, 2021.

CERTIFICATE OF ASSOCIATION

The undersigned, as President of THE SEA GULL CONDOMINIUM ASSOCIATION, INC., hereby certifies the foregoing Certificate was adopted by the requisite number of members of the Association, in the manner provided in Florida Statutes §721.1255, Fla. Stat., and the Declaration.

WITNESSES (TWO REQUIRED)

[Signature]
Print Name: John Kidd

[Signature]
Print Name: ARTHUR L. FRIEDMAN

THE SEA GULL CONDOMINIUM
ASSOCIATION, INC.

[Signature]
By: Jack Robbins, President
Address: 4440 Ocean Beach Blvd.
Cocoa Beach, FL 32931

STATE OF FLORIDA
COUNTY OF BREVARD

The foregoing instrument was acknowledged before me this 6th day of October, 2021, by JACK ROBBINS, President of THE SEA GULL CONDOMINIUM ASSOCIATION, INC. on behalf of the Association who produced US passport # 429351867 as identification and did not take an oath.

[Signature]
NOTARY PUBLIC, State of Florida at Large
My Commission Expires

