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DECLARATION OF CONDOMINIUM

ESTABLISHING

THE WINDJAMMER, A CONDOMINIUM

OCEANA PROPERTIES, INC., a Florida corporation, having its principal place of business in Brevard County, Florida, does hereby make, declare, and establish this Declaration of Condominium (hereinafter sometimes referred to as "this Declaration") as and for a plan of condominium apartment ownership for THE WINDJAMMER, a Condominium, consisting of real property and improvements thereon as hereinafter described.

All 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, and in consideration of the receipt and 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 all provisions hereof. Both the burdens imposed and the benefits shall run with each unit and the interests in the common property as herein defined.

I.

ESTABLISHMENT OF CONDOMINIUM

OCEANA PROPERTIES, INC., a Florida corporation (hereinafter referred to as the "Developer") is the owner of the fee simple title to that certain real property situated in the City of Cape Canaveral, County of Brevard and State of Florida, which property is more particularly described as follows:

Lots 6 through 15 inclusive in Block 60 of AVON-BY-THE-SEA, according to the plat thereof recorded in Plat Book 3 at Page 7 of the Public Records of Brevard County, Florida, together with that portion of Ocean Beach Boulevard that lies South of the Easterly extension of the North line of said Lot 15, also including the East 1/2 of the North 1/2 of the 12 foot wide Alley in said Block 60, also including the South 1/2 of the 12 foot wide Alley in said Block 60, together with that parcel of land lying East of Ocean Beach Boulevard and West of the Mean High Water Line of the ATLANTIC OCEAN, said parcel being bounded on the North by the Easterly extension of the North line of said Block 60, and being bounded on the South by the Easterly extension of the South line of said Block 60, less therefrom the following described parcel of land; Begin at the Southwest corner of said Lot 6; thence run N13°51' 15" E for a distance of 130.24 feet to the Northwest corner of said Lot 6; thence run N 86°04'00" E along the South line of the North 1/2 of said Block 60 for a distance of 150.34 feet; thence run S 3° 38'45" E for a distance of 123.86 feet to a point on the South line of said Block 60; thence run S 86°01' 15" W along the South line of said Block 60 for a distance of 189.50 feet to the Point of Beginning.

and on which property the Developer owns one six-story apartment building containing a total of forty-eight (48) apartments, covered parking spaces, swimming pool, and other appurtenant improvements as hereinafter described. The Developer does hereby submit the above described real property, together with the improvements thereon, to condominium ownership pursuant to the Florida Condominium Act, and hereby declares the same to be known and identified as THE WINDJAMMER, a Condominium, hereinafter referred to as the "condominium".

The provisions of the Florida Condominium Act are hereby adopted herein by express reference and shall govern the condominium and the rights, duties and responsibilities of apartment owners hereof, except where permissive variances therefrom

appear in this Declaration and the Bylaws and Articles of Incorporation of THE WINDJAMMER CONDOMINIUM ASSOCIATION OF COCOA BEACH, INC., a Florida corporation not for profit.

The definitions contained in the Florida Condominium Act shall be the definition of like terms as used in this Declaration and exhibits thereto unless other definitions are specifically set forth. As the term is used herein and in the exhibits hereto, "apartment" shall be synonymous with the term "unit" as defined in said Act, and the term "apartment Owner" synonymous with the terms "unit owner" as defined therein.

II.

SURVEY AND DESCRIPTION OF IMPROVEMENTS

Attached hereto and made a part hereof, and marked "Exhibit A", consisting of 9 pages, are surveys of the land and graphic description of the improvements in which apartments are located, and plot plans thereof, identifying the apartments, swimming pool, recreation room, covered parking area, and other common elements and the limited common elements, and their respective locations and dimensions. Said surveys, graphic descriptions and plot plans were prepared by: John M. Allen, Florida Surveyor's Registration No. 1906, Florida Engineering Registration No. 9423, and have been certified in the manner required by the Florida Condominium Act. Each apartment is identified and designated by a specific number. No apartments is identified and designated by the same number as any other apartment. Said specific numbers identifying each apartment are as follows: 101, 102, 103, 104, 105, 106, 107, 108, 201, 202, 203, 204, 205, 206, 207, 208, 301, 302, 303, 304, 305, 306, 307, 308, 401, 402, 403, 404, 405, 406, 407, 408, 501, 502, 503, 504, 505, 506, 507, 508, 601, 602, 603, 604, 605, 606, 607, 608.

III.

OWNERSHIP OF APARTMENTS AND APPURTENANT SHARE IN COMMON ELEMENTS AND COMMON SURPLUS, AND SHARE OF COMMON EXPENSES

Each apartment shall be conveyed as an individual property capable of independent use and fee simple ownership and the owner of owners of each apartment shall own, as an appurtenant to the ownership of each said apartment, an undivided one-forty-eighth (1/48) share of all common elements of the condominium, which includes, but is not limited to, ground support area, stairways, walks, yard area, foundations, etc., and substantial portions of the exterior walls, floor, ceiling and walls between units. The space within any of the units and common property shall not be further subdivided. Any undivided interest in the common property is hereby declared to be appurtenant to each unit and such undivided interest shall not be separated from the unit and such interest shall be deemed, conveyed, devised, encumbered or otherwise included with the unit even though such interest is not expressly mentioned or described in the conveyance, or other instruments. Any instrument whether a conveyance, mortgage or otherwise, which described only a portion of the space within any unit shall be deemed to describe the entire unit owned by the person executing such instrument and an undivided one-forty-eighth (1/48) interest in all common elements of the condominium.

The Developer hereby, and each subsequent owner of any interest in a unit and in the common property, by acceptance of a conveyance or any instrument transferring an interest, waives the right of partition of any interest in the common property under the laws of the State of Florida as it exists now or hereafter until this condominium apartment project is terminated according to the provisions hereof or by law. Any owner may freely convey an interest in a unit together with an undivided interest in the common property subject to the provisions of this Declaration.

All owners of units shall have as an appurtenance to their units a perpetual easement for ingress to and egress from their units over stairs, terraces, balconies, walks and other common property from and to the public highways bounding the condominium complex, and a perpetual right or easement, in common with all persons owning an interest in any unit in the condominium complex, to the use and enjoyment of all public portions of buildings and to other common facilities (including, but not limited to utilities as they now exist) located in the common property.

All property covered by the exhibits hereto shall be subject to a perpetual easement for encroachments which now exist or hereafter may exist caused by settlement or movement of the buildings, and such encroachments shall be permitted to remain undisturbed and such easement shall continue until such encroachment no longer exists.

All units and the common property shall be subject to a perpetual easement in gross granted to THE WINDJAMMER CONDOMINIUM ASSOCIATION OF COCOA BEACH, INC., its successors, for ingress and egress for the purpose of having its employees and agents perform all obligations and duties of the corporation set forth herein; however, that access to the units shall only be at reasonable times.

The common expenses shall be shared and the common surplus shall be owned in the same proportion as each unit owner's share of the ownership of the common elements; namely, an undivided one-forty-eighth (1/48).

IV

APARTMENT BOUNDARIES, COMMON ELEMENTS AND LIMITED COMMON ELEMENTS

The apartments of the condominium consist of that volume of space which is contained within the undecorated or unfinished exposed interior surfaces of the perimeter walls, floors and ceilings of the apartments, the boundaries of which apartments are more specifically shown on Exhibit A, Sheets 2-8 attached hereto. The dark, solid lines on the floor plans hereinabove mentioned represent the perimetrical boundaries of the apartments, while the upper and lower boundaries of the apartments are shown in notes on said plans, which notes relate to the elevations of the apartments.

There are limited common elements appurtenant to each of the units in this condominium, as shown and reflected by the floor and plot plans, such as balconies and covered patios directly accessible only through an individual unit. These limited common elements are reserved for the use of the units appurtenant thereto, to the exclusion of other units, and there shall pass with a unit, as appurtenant thereto, the exclusive right to use the limited common elements so appurtenant. Expenses of maintenance relating to the floor surfaces and walls of such limited common elements shall be borne by and assessed against the individual unit owner. Any other expenses of maintenance, repair or replacement relating to such limited common elements or involving structural maintenance, repair or replacement, shall be treated as and paid for as a part of the common expenses for the corporation.

Further, the Developer reserves the right to designate individual parking spaces for the exclusive use of individual unit owners, which said spaces are hereby made limited common elements.

These limited common elements are reserved for the use of the owners of the units designated thereon and are appurtenant thereto, to the exclusion of other units, and there shall pass with a unit, as appurtenant thereto, the

exclusive right to use said limited common element so appurtenant. Expenses of maintenance, repair, or replacement relating to such limited common elements shall be treated as and paid for as a part of the common expenses of the corporation, except, however, the expense of maintenance, repair or replacement made necessary by the act of any unit owner shall be borne by said unit owner.

The common elements of the condominium consist of all of the real property, improvements and facilities of the condominium other than the apartments and the limited common elements as the same are hereinabove defined, and shall include easements through the apartments for conduits, pipes, ducts, plumbing, wiring and other facilities for the furnishing of utility service to the apartments, limited common elements and common elements and easements of support in every portion of an apartment which contributes to the support of improvements, and shall further include all personal property held and maintained for the joint use and enjoyment of all the owners of all apartments.

V.

ADMINISTRATION OF CONDOMINIUM BY THE WINDJAMMER CONDOMINIUM ASSOCIATION OF COCOA BEACH, INC.

The operation and management of the condominium shall be administered by THE WINDJAMMER CONDOMINIUM ASSOCIATION OF COCOA BEACH, INC., a corporation not for profit, organized and existing under the laws of the State of Florida, hereinafter referred to as the "corporation."

The corporation shall have all of the powers and duties incident to the operation of the condominium as set forth in this Declaration and the Articles of Incorporation and Bylaws of the corporation, 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 and said Articles and Bylaws. True and correct copies of the Articles of Incorporation of THE WINDJAMMER CONDOMINIUM ASSOCIATION OF COCOA BEACH, INC., and the Bylaws of said corporation are attached hereto, made a part hereof, and marked Exhibit "B" and Exhibit "C" respectively.

VI

MEMBERSHIP AND VOTING

The Developer and all persons hereafter owning a vested present interest in the fee title to any one of the units shown on the exhibits hereto and which interest is evidenced by recordation of a proper instrument on the public records of Brevard County, Florida, shall automatically be members and their memberships shall automatically terminate when they no longer own such interest.

There shall be a total of forty-eight (48) votes to be cast by the owners of the condominium units. Such votes shall be apportioned and cast as follows: The owner of each condominium unit (designated as such on the exhibits attached to this Declaration) shall be entitled to cast one(1) vote. Where the condominium unit is owned by the managing non-profit corporation, no vote shall be allowed for such condominium unit. Where a condominium unit is owned by more than one person, all the owners thereof shall be collectively entitled to the vote assigned to such unit and such owners shall, in writing, designate an individual who shall be entitled to cast the vote in behalf of the owners of such condominium unit of which he is a part until such authorization shall have been changed in writing. The term, "owner", as used herein shall be deemed to include the Developer.

All the affairs, policies, regulations and property of the corporation shall be controlled and governed by the Board of Directors of the corporation who are all to be elected annually by the members entitled to vote, as provided in the Bylaws of the corporation. Each director shall be the owner of a condominium unit (or a partial owner of a condominium where such unit is owned by more than one individual, or if a unit is owned by a corporation, including the Developer, any duly elected officer or officers of an owner corporation may be elected a director or directors).

VII

COMMON EXPENSES, ASSESSMENTS, COLLECTION LIEN AND ENFORCEMENT, LIMITATIONS

The Board of Directors of the corporation 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 property and public liability insurance for the common property, operating expenses, maintenance expenses, repairs, utilities, replacement reserve, and reasonable operating reserve for the common property. Failure of the Board to include any item in the annual budget shall not preclude the Board from levying an additional assessment in any calendar year for which the budget has been projected. In determining such common expenses, the Board of Directors may provide for an operating reserve not to exceed fifteen percent (15%) of the total projected common expenses for the year. Each apartment owner shall be liable for the payment to the corporation of one-fourty-eighth (1/48) of the common expenses as determined in said budget.

After adoption of a budget and determination of the annual assessment per unit, the corporation 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 by the books and records of the corporation. One twelfth (1/12) of the annual assessment shall be due and payable in advance to the corporation on the first day of each month.

Special assessments may be made by the Board of Directors from time to time to meet other needs or requirements of the corporation in the operation and management of the condominium and to provide for emergencies, repairs or replacements, and infrequently recurring items of maintenance. However, any special assessment which is not connected with an actual operating, managerial or maintenance expense of the condominium, shall not be levied without the prior approval of the members owning at least thirty-six (36) of the apartments in the condominium.

The liability for any assessment or portion thereof may not be avoided by an apartment owner or waived by reason of such apartment owner's waiver of the use and enjoyment of any of the common elements of the condominium or by his abandonment of his apartment.

The record owners of each apartment unit shall be personally liable, jointly and severally, to the corporation for the payment of all assessments, regular or special, made by the corporation and for all costs of collection of delinquent assessments. In the event assessments against a unit are not paid within sixty (60) days after their due date, the corporation shall have the right to foreclose its lien for such assessments. Assessments that are unpaid for over thirty (30) days after due date shall bear interest at the rate of eight percent (8%) per annum until paid.

The corporation shall have a lien on each condominium parcel (the term "condominium parcel" shall include the condominium unit and the interest in the common elements) for any unpaid assessments and interest thereon which has been assessed against the unit owner of such condominium parcel. The said lien shall be effective from and after the time of recording in the public records of Brevard County, Florida (the same being the county in which the subject condominium is located) of a claim of lien stating the description of the condominium parcel, the name of the record owner, the amount due and the date when due, and the said lien shall continue in effect until all sums secured by the lien shall have been fully paid. All such claims of lien shall include only assessments which are due and payable when the said claim of lien is recorded and all such claims of lien shall be signed and verified by an officer or agent of the corporation. Where any such lien shall have been paid in full, the party making payment thereof shall be entitled to receive a satisfaction of such lien in such form that it may be recorded in the public records of Brevard County, Florida. Any and all such liens herein provided for shall be subordinate to the lien of a mortgage or other lien recorded prior to the time of recording of the claim of lien. The Board of Directors may take such actions 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 interests of the corporation. The delinquent owner shall pay all costs, including reasonable attorney's fees, for filing any action or suit enforcing and foreclosing a lien, and the lien shall be deemed to cover and secure such costs and fees. The corporation shall be entitled to bid at any sale pursuant to a suit to foreclose an assessment lien and to apply as credit against said bid all sums due the corporation which are covered by the lien enforced.

As to priority between the lien of a recorded mortgage and the lien for any assessment, the lien for an assessment shall be subordinate and inferior to any recorded institutional first mortgage, regardless when said assessment was due, but not to any other mortgage. For the purposes of this instrument an "institutional first mortgage" shall be defined as a first mortgage originally executed and delivered to a bank, savings and loan association or insurance company authorized to transact business in the State of Florida, or Great American Mortgage Investors, a Massachusetts business trust.

The provisions of Section 711.15 of the Florida Condominium Act, where the same are not in conflict with other provisions of this Article VII of this Declaration, are incorporated herein by reference and made a part hereof.

The holder of a first mortgage acquiring title to an apartment by foreclosure of its mortgage or by acceptance of a voluntary conveyance in lieu thereof, or a purchaser at judicial sale resulting from the foreclosure of a first mortgage, and their successors and assigns, shall not be liable for the share of common expenses or assessments pertaining to such apartment or chargeable to the former apartment owner, which became due prior to such acquisition of title. Such unpaid share of common expenses shall be collectable from all of the apartment owners.

Any person who acquires an interest in a unit, except through foreclosure of an institutional first mortgage, shall be personally liable and jointly and severally liable with the grantor, for all unpaid assessments up to the time of the transfer of ownership. In the event a member exercises his rights of first refusal or redemption, hereinafter provided for, said member shall be liable for the unpaid assessments against the unit and shall have the right to deduct such sums from the first refusal or redemption price paid to the seller or transferor.

Any person purchasing or encumbering a unit shall have the right to rely upon any statement made in writing by an officer of the corporation.

regarding assessments against units which have already been made and which are due and payable to the corporation and the corporation and the members shall be bound thereby. No action or suit shall be brought to enforce foreclosure of any lien arising under this Declaration after two (2) years from the due date of any unpaid assessment.

The corporation may at any time require owners to maintain a minimum balance on deposit with the corporation to cover future assessments. Said deposit shall be uniform for similar units, in accordance with the percentage set out hereinabove, and shall in no event exceed three (3) months' assessment. Anything in this Declaration or the exhibits attached hereto, to the contrary notwithstanding, the provisions of said Declaration and exhibits attached hereto shall not be applicable, effective or binding insofar as the management of the condominium or the levying of assessments is concerned, until actual management of the condominium project is delivered and turned over by the Developer to the non-profit corporation mentioned hereinabove, which shall not be later than December 31, 1973, except, however, if on said date the Developer has titled out to individual purchasers less than ninety (90%) of the condominium parcels, it may, at its option, continue to manage the condominium project until such percentage of condominium parcels have been titled out to individual purchasers. Until a turnover is perfected as set out above, the Developer shall retain management of the condominium project, and in so doing shall collect all assessments, the same being payable to the Developer during this interim. Developer hereby guarantees that the monthly maintenance fee while it is managing the development shall be \$44.00 per month for each apartment. Also during this interim the Developer will not be liable for an accounting of any nature concerning these maintenance funds or their use or application and may use any portion of the same for capital improvements, so long as said improvements are to the condominium project. The Developer shall, during this interim, have a lien on each condominium parcel for any unpaid assessments thereon, against the unit owner and condominium parcel and have the same remedies of personal action and/or foreclosure of said lien to perfect collection.

Upon turning over the management of the condominium project to the owners through their corporation, the Developer shall deposit with the corporation \$1900.00 cash or prepaid deposits and shall then automatically be released of any and all types of liability to the individual owners or their corporation.

VIII

INSURANCE COVERAGE, USE AND DISTRIBUTION OF PROCEEDS, REPAIR OR RECONSTRUCTION AFTER CASUALTY

a. All insurance policies upon the condominium property shall be purchased by the corporation. The named insured shall be the corporation, and the apartment owners and their mortgagees as their interest may appear. Provisions shall be made for the issuance of mortgagee endorsements and/or memoranda of insurance to the apartment owners and their mortgagees.

b. The corporation shall be required to obtain and maintain casualty insurance covering all improvements upon the land, including all parts of the building, both exterior and interior, and including fixtures, as are ordinarily covered by similar types of insurance policies, in an amount equal to the maximum insurable replacement value, exclusive of foundation and excavation costs, as determined annually by the insurance carrier, or, if approved by the Board of Directors, such insurance may be carried on not less than an 80% co-insurance basis. The coverage shall afford protection against loss or damage by fire, windstorm, and other hazards covered by a standard extended coverage endorsement, and such other risks as shall be customarily covered with respect to buildings similar in construction, location and use,

including but not limited to vandalism and malicious mischief. The corporation shall also be required to carry public liability insurance in sufficient amounts to provide adequate protection to the corporation and its members. All liability insurance maintained by the corporation shall contain cross-liability endorsements to cover liability of the apartment owners as a group to each apartment owner.

The corporation may carry such other insurance, or obtain such other coverage as the Board of Directors may determine to be desirable. Employer's liability insurance shall be obtained if necessary to comply with the Workmen's Compensation Law.

c. The premiums upon all insurance policies shall be paid by the corporation as an operating expense.

d. Any proceeds becoming due under the casualty insurance policy or policies for loss, damage or destruction sustained to the building or other improvements, shall be payable to the corporation, the owners and the institutional mortgagees which have been issued loss payable endorsements and/or memoranda of insurance.

In the event any loss, damage or destruction to the insured premises is not substantial (as such term "substantial" is hereinafter defined), and such loss, damage or destruction is replaced, repaired or restored with the corporation's funds, the institutional first mortgagees which are named as payees upon the draft issued by the insurance carrier shall endorse the draft and deliver the same to the corporation; provided, however, that any repair and restoration on account of physical damage shall restore the improvements to substantially the same condition as existed prior to the casualty.

Substantial loss, damage or destruction, as the term is herein used, shall mean any loss, damage or destruction sustained to the insured improvements which would require an expenditure of sums in excess of seven percent (7%) of the amount of coverage under the corporation's casualty insurance policy or policies then existing, in order to restore, repair or reconstruct the loss, damage or destruction sustained.

Any casualty insurance proceeds becoming due by reason of substantial loss, damage or destruction sustained to the condominium improvements shall be payable to the corporation, and all institutional first mortgagees which shall have been issued loss payable mortgagee endorsements, and such proceeds shall be made available to the institutional first mortgagee which shall hold the greater number of mortgages encumbering the apartments in the condominium, which proceeds shall be held in a construction fund to provide for the payment of all work, labor and materials to be furnished to the reconstruction, restoration and repair of the condominium improvements. Disbursements from such construction fund shall be by such institution's usual and customary construction loan procedures. No fee whatsoever shall be charged by such institutional first mortgagee for its services in the administration of the construction loan fund. Any sums remaining in the construction loan fund after the completion of the restoration, reconstruction and repair of the improvements and full payment therefor shall be paid over to the corporation and held for, and/or distributed to the apartment owners in proportion to each apartment owner's share of common surplus. If the insurance proceeds payable as the result of such casualty are not sufficient to pay the estimated costs of such restoration, repair and reconstruction, which estimate shall be made prior to proceeding with restoration, repair or reconstruction, the corporation shall levy a special assessment against the apartment owners for the amount of such insufficiency, and shall pay said sum into the aforesaid construction loan fund.

Notwithstanding which institutional first mortgagee holds the greater number of mortgages encumbering the apartments, such mortgagees may agree between themselves as to which one shall administer the construction loan fund.

If the damage sustained to the improvements is less than substantial, as heretofore defined, the Board of Directors may determine that it is in the best interests of the corporation to pay the insurance proceeds into a construction fund to be administered by an institutional first mortgagee as hereinabove provided. No institutional mortgagee shall be required to cause such insurance proceeds to be made available to the corporation prior to commencement or completion of any necessary restoration, repairs or reconstruction, unless arrangements are made by the corporation to satisfactorily assure that such restoration, repairs and reconstruction shall be completed. Such assurances may consist of, without limitation, obtaining (1) a construction loan from other sources, (2) a binding contract with a contractor or contractors to perform the necessary restoration, repairs and reconstruction, and (3) the furnishing of performance and payment bonds.

Any restoration, repair or reconstruction made necessary through a casualty, shall be commenced and completed as expeditiously as reasonably possible, and must substantially be in accordance with the plans and specifications for the construction of the original building. In no event shall any reconstruction or repair change the relative locations and approximate dimensions of the common elements and of any apartment, unless an appropriate amendment be made to this Declaration.

e. Where physical damage has been sustained to the condominium improvements and the insurance proceeds have not been paid into a construction loan fund as hereinabove more fully provided, and where restoration, repair or reconstruction has not been commenced, an institutional mortgagee who has commenced foreclosure proceedings upon a mortgage encumbering an apartment, shall be entitled to receive that portion of the insurance proceeds apportioned to said apartment in the same share as the share in the common elements appurtenant to said apartment.

f. If substantial loss, damage or destruction shall be sustained to the condominium improvements, and at a special member's meeting called for such purpose, the owners of at least thirty-six (36) apartments in the condominium vote and agree in writing that the damaged property will not be repaired or reconstructed, the condominium shall be terminated, provided, however, such termination will not be effective without the written consent of all institutional first mortgagees holding mortgages encumbering apartments.

IX

RESPONSIBILITY FOR MAINTENANCE AND REPAIRS

a. Each apartment owner shall bear the cost of and be responsible for the maintenance, repair and replacement, as the case may be, of all air-conditioning and heating equipment, electrical and plumbing fixtures, kitchen and bathroom fixtures, and all other appliances or equipment, including any fixtures and/or their connections required to provide water, light, power, telephone, sewage and sanitary service to his apartment and which may now or hereafter be affixed or contained within his apartment. Such owner shall further be responsible for maintenance, repair and replacement of any air-conditioning equipment servicing his apartment although such equipment not be located in the apartment, and of any and all wall, ceiling and floor surfaces, painting, decorating and furnishings and all other accessories which such owner may desire to place or maintain therein.

b. The corporation, at its expense, shall be responsible for the maintenance, repair and replacement of all the common elements and limited common elements, including those portions thereof which contribute to the support of the building, and all conduits, ducts, plumbing, wiring and other facilities located in the common elements, for the furnishing of utility services to the apartments, and including artesian wells, pumps, piping, and fixtures serving individual air-conditioning unit. Painting and cleaning of all exterior portions of the building, including all exterior doors and windows, except sliding glass doors and screens opening onto patio porches or balconies, shall also be the corporation's responsibility. Should any damage be caused to any apartment by reason of any work which may be caused to be done by the corporation in the maintenance, repair or replacement of the common elements, the corporation shall bear the expense of repairing such damage.

c. Where loss, damage or destruction is sustained by casualty to any part of the building, whether interior or exterior, whether inside an apartment or not, whether a fixture or equipment attached to the common elements or attached to and completely located inside an apartment, and such loss, damage or destruction is insured for such casualty under the terms of the corporation'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 apartment 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 an apartment owner's responsibility to maintain.

d. Enforcement of Maintenance. In the event owners of a unit fail to maintain it as required herein or make any structural addition or alteration without the required written consent, the corporation 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. The corporation shall have the right to levy at any time a special assessment against the owners of the unit and the unit for the necessary sums to put the improvements within the unit in good condition and repair or to remove any unauthorized structural addition or alteration. After making such assessment, the corporation shall have the right to have its employees and agents enter the unit, at reasonable times, to do such work as deemed necessary by the Board of Directors of the corporation to enforce compliance with the provisions hereof.

The Board of Directors of the corporation may enter into a contract with any firm, person or corporation for the maintenance and repair of the condominium property and may join with other condominium corporations on contracting with the same firm, person or corporation for maintenance and repair.

The corporation shall determine the exterior color scheme of all buildings and shall be responsible for the maintenance thereof, and no owner shall paint an exterior wall, door, window, patio or any exterior surface, etc., at any time without the written consent of the corporation, except, however, the owner may paint or resurface the floor of private balconies or patios immediately adjoining his unit.

X

USE RESTRICTIONS

a. Each apartment is hereby restricted to residential use by the owner or owners thereof, their immediate families, guests, invitees and tenants.

Each apartment unit's residential use by the owner of owners and their immediate families shall be limited to no more than four (4) persons on a permanent basis. Each and every person of the aforementioned four (4) shall be of the age of six (6) years or over.

b. The apartment may be rented provided the occupancy is only be one lessee and members of his immediate family, his servants and guests, and provided the unit is rented or leased for a minimum of thirty (30) days to any one lessee. No rooms may be rented and no transient tenants may be accommodated. No lease of an apartment shall release or discharge the owner thereof of compliance with this Section X or any of his other duties as an apartment owner.

c. No nuisances shall be allowed to be committed or maintained upon the condominium property, nor any use or practice that is the source of annoyance to residents or which interfere with the peaceful possession and proper use of the property by its residents. All parts of the property shall be kept in a clean and sanitary condition, and no rubbish, refuse or garbage allowed to accumulate, nor any fire hazard allowed to exist. No apartment owner shall permit any use of his apartment or make use of the common elements that will increase the cost of insurance upon the condominium property.

d. No immoral, improper, offensive use shall be made on the condominium property nor any part thereof, and all laws, zoning ordinances and regulations of all governmental authorities having jurisdiction of the condominium shall be observed.

e. All pets or other animals kept in or upon the condominium property shall be kept on a leash when outside of the owner's unit. Each apartment unit shall be allowed no more than one (1) pet by the owners, at any one time.

f. Reasonable regulations concerning the use of the condominium property may be made and amended from time to time by the Board of Directors of the corporation as provided by its Articles of Incorporation and Bylaws.

g. The Board of Directors or employees of the corporation may enter any unit for the purpose of maintenance, inspection, repair, and replacement of the improvements within units, at reasonable times, or the common property, or in case of emergency threatening units or the common property, to determine compliance with these restrictions, reservations, covenants, conditions and easements, and the Bylaws of the corporation.

h. No sign, advertisement or notice of any type shall be shown on the common property or any unit and no exterior antennas and aerials shall be erected except as provided under uniform regulations promulgated by the corporation. This sub-paragraph h. shall not apply to the Developer and/or institutional first mortgages.

i. The Board of Directors or the employees of the corporation may enter any unit for the purpose of maintenance, inspection, repair and replacement of the improvements within units, at reasonable times, with the permission of the unit owner, provided that, in the case of emergency threatening the units or the common property, the Board of Directors or employees may enter without permission.

j. An owner shall not place or cause to be placed in the lobbies, elevators, vestibules, stairways, and other project areas and facilities of similar nature, both common and limited, any furniture, packages or objects of any kind. Such areas shall be used for no other reason than for normal transit through them.

k. It is prohibited to hang garments, rugs, etc. from the windows or from any of the facades of the project.

l. It is prohibited to dust rugs, etc. from windows or balconies or to clean rugs, etc. by beating on the exterior of the project.

m. No auto parking space may be used for any purpose other than parking automobiles which are in operating condition; no other vehicles or objects, including, but not limited to trucks, motorcycles, trailers, and boats, will be parked or placed upon such portions of the condominium property unless permitted by the Board of Directors. No parking space shall be used by any other person other than an occupant of the condominium who is an actual resident or by a guest or visitor and by such guest or visitor only when such guest or visitor is, in fact, visiting and upon the premises.

n. Until the Developer has closed all the sales of the apartments in the condominium, neither the other apartment owners nor the corporation shall interfere with the sale of such apartments. The Developer may make such use of the unsold units and common elements as may facilitate its sales including, but not limited to, maintenance of a sales office, model apartments, the showing of the property, and the display of signs.

XI

LIMITATIONS UPON RIGHT OF OWNER TO ALTER OR MODIFY APARTMENT

No owner of an apartment shall make any structural modifications or alterations of the apartment, enclose any balcony with glass, jalousies, wood or any other material. Further, no owner shall cause any improvements or changes to be made on or to the exterior of the apartment building, including painting, outside light fixtures, or other decoration, the installation of awnings, shutters, electrical wiring, air conditioning units and other things which might protrude through or be attached to the walls of the apartment building; further, no owner shall in any manner change the appearance of any portion of the apartment building not wholly within the boundaries of his apartment.

XII

ADDITIONS, ALTERATIONS OR IMPROVEMENTS BY THE ASSOCIATION

Whenever in the judgment of the Board of Directors the condominium property shall require additions, alterations or improvements (in the excess of the usual items of maintenance), and the making of such additions, alterations or improvements shall have been approved by a majority of the apartment owners, the Board of Directors shall proceed with such additions, alterations or improvements and shall specially assess all apartment owners for the cost thereof as a common expense, provided, however, no such special assessment shall be levied for improvements which shall exceed one sixth (1/6) of the current regular annual assessment, unless prior written unanimous consent is received from all voting members.

XIII

SALES OF APARTMENTS,
ASSOCIATION'S RIGHT OF FIRST REFUSAL, EXCEPTIONS

a. Prior to the sale of any interest in any unit, the owner of said unit shall notify the Board of Directors, in writing, of the name, address, business, occupation or employment of the offeror, accompanied with an executed copy of the bona fide offer as hereinafter defined. Members shall have the first right over non-members to accept such sale at the bona fide price and on the terms contained in the notice, provided they so notify the Secretary of the corporation, in writing, of acceptance at least ten (10) days after the date of notice which information the corporation shall promptly forward to the owner. In the event the member giving notice receives acceptance from more than one member, preference shall first be given to the members owning a unit horizontally contiguous to the unit being transferred, but if all other conditions are equal, it shall be discretionary with the member giving notice to consummate the sale with whichever of the accepting members he chooses, and nothing hereinabove shall be construed as precluding a group of members from purchasing a unit.

b. With the exception of transfers of ownership of any apartment among and between co-owners of the apartments, the corporation shall have and is given hereby and granted the right of first refusal to purchase such apartment, as the case may be, upon the same terms and conditions as those contained in any bona fide offer which such owner may have received for the sale or lease of his apartment. A bona fide offer is defined herein as an offer in writing, binding upon the offeror and containing all of the pertinent terms and conditions of such sale or lease, and, in the case of offer to purchase, accompanied by an earnest money deposit in an amount equal to at least ten percent (10%) of the purchase price. The corporation's right of first refusal includes the right of the corporation to designate another person or entity to take title to the apartment (or to cause the same to be purchased or leased by its designee), the corporation shall notify the apartment owner desiring to sell of the exercise of its option, such notice to be in writing and posted by registered or certified mail to such owner within fourteen (14) days from the corporation's receipt of the owner's notice. Said notice by the corporation to the owner, in order to be effective, must be accompanied by a binding written offer of the part of the corporation, containing the same terms and conditions as the original offer to the apartment owner, and, if an offer to purchase, shall be accompanied by an earnest money deposit of at least ten percent (10%) of the purchase price. The apartment shall then be purchased by the corporation, or its designee, in accordance with the terms and conditions contained in said bona fide offer. When any apartment owner has notified the Board of Directors of the corporation of his desire to sell as hereinabove provided, such owner shall be free to consummate such sale of his apartment unless the corporation, within fourteen (14) days from receipt of the owner's required notice, has notified such owner of its exercise of its right of first refusal. In such event, the owner shall not sell his apartment to any other than the party designated to the Board of Directors in the owner's original notice required hereunder, nor upon any more favorable terms and conditions than those originally contained in said bona fide offer presented to the corporation, without again giving the corporation the right of first refusal as provided for herein upon such new terms.

c. An affidavit of the Secretary of the corporation stating that the sale of the unit and interest in the common property to certain persons was approved in all respects on a certain date, shall be conclusive evidence of such facts and from the date of approval as stated in the affidavit, the redemption rights herein afforded shall terminate.

d. Notwithstanding the provisions of Article XIII b., the Board of Directors may affirmatively approve and give its consent to such proposed sale

and may do so without the approval of the members of the corporation, provided that a majority of the Board of Directors concur and evidence such concurrence in writing, delivered to the apartment owner desiring to sell his apartment.

e. Any purported sale of an apartment where the owner has failed to comply with the foregoing provisions of this Article XIII, shall be voidable at the election of the Board of Directors, provided, however, that such voidability shall exist for a period of no longer than ninety (90) days from the consummation of such sale transaction, such consummation to be evidenced by occupancy of the apartment or by the recordation of a deed of conveyance thereto; and provided, further, that the corporation commence an action within such ninety (90) day period to have the same declared void.

f. Any institutional first mortgagee making a mortgage loan for the purpose of financing the purchase of an apartment in the condominium, shall not be required to make inquiry into whether or not its mortgagor's grantor complied with the provisions of this Article XIII, and any failure of such mortgagor's grantor to so comply will not operate to affect the validity or priority of such mortgage.

g. Any purchaser of an apartment in the condominium, whose prospective seller has been in title for at least ninety (90) days preceding such purchase, shall not be required to make inquiry into whether or not such seller's grantor complied with the provisions of this Article XIII in selling such apartment. After ninety (90) days following the consummation of any transaction involving the sale of an apartment in the condominium, which sale may be evidenced by the recordation of a deed conveying the title to such apartment, no action whatsoever may be brought by the corporation to void such transaction by reason of noncompliance with this Article XIII.

h. The right of first refusal granted to the corporation shall not apply or be operative to any foreclosure or other judicial sale of an apartment, although a purchaser at such judicial sale, except as hereinafter provided, shall thereafter be subject to the corporation's right of first refusal relative to the sale of an apartment.

i. All the terms and provisions of this Article XIII set forth hereinabove relative to the corporation's right of first refusal, shall at all times be wholly inapplicable and inoperative as to any institutional first mortgagee which has acquired title to an apartment by reason of foreclosure of its mortgage or by the acceptance of a voluntary conveyance in lieu thereof, and such institutional first mortgagee shall have the unequivocal right and power to sell, transfer, or otherwise dispose of such apartments as it may deem in its best interests, without first offering the same to the Board of Directors and without any restrictions whatsoever. The exceptions to the right of first refusal as set forth in this Section of this Article XIII shall be fully applicable to the Developer, which likewise shall have the unrestricted right to sell apartments which it owns in the condominium.

j. The provisions of this Article XIII shall not apply to transfers by a unit owner to any member of his immediate family (viz., spouse, children, or parents).

XIV

AMENDMENTS OF DECLARATION

These restrictions, reservations, covenants, conditions and easements may be modified or amended by recording such modifications in the public records

of Brevard County, Florida, signed by the owners of at least thirty-six (36) units whose votes were cast in person or by proxy at the meeting duly held in accordance with the Bylaws and Articles of Incorporation of the corporation; and, provided further, no amendment to this Declaration shall be adopted which would operate to affect the validity or priority of any mortgage held by an institutional first mortgagee or which would alter, amend or modify, in any manner whatsoever, the rights, powers and privileges granted and reserved herein in favor of any institutional first mortgagee or in favor of the Developer without the consent of all such mortgagees or the Developer, as the case may be. There shall be no amendment adopted altering the share of ownership in the common elements or surplus, or altering the share of common expenses, except by the unanimous vote of all members in the corporation and approved by their respective institutional first mortgagees, and further except 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 ninety (90%) percent of the units have been sold and titled out to individual purchasers; and further except that the Developer, or if said corporation has been legally dissolved, then any one of the Developers or a member of the last Board of Directors, their administrators, or assigns, must approve in writing of any modification or amendment of Section XIII, entitled "Sale of Apartments," hereinabove.

Invalidation of any one or more of these restrictions, reservations, covenants, conditions and easements, or any provision contained in this Declaration, or in a conveyance of a unit by the Developer, by judgment, court order, or law, shall in nowise affect any of the other provisions which shall remain in full force and effect.

In the event that any court should hereafter determine that any provision, as originally drafted herein, violates the rule against perpetuities or any other rule of law because of the duration of the period involved, the period specified in this Declaration shall not thereby become invalid, but instead shall be reduced to the maximum period allowed under such rule of law, and for such purpose, measuring life shall be that of the youngest incorporator of the corporation.

These restrictions, reservations, covenants, conditions and easements shall be binding upon and inure to the benefit of all property owners and their grantees, heirs, personal representatives, successors and assigns, and all parties claiming by, through or under any member.

XV

TERMINATION OF CONDOMINIUM

Except as otherwise provided in Article VIII, paragraph f. of this Declaration, the condominium created and established hereby may only be terminated upon the vote of members of the corporation owning forty (40) of the apartments in the condominium, provided that the written consent to such termination is obtained from all institutional first mortgagees holding mortgages encumbering the apartments.

Immediately after the required vote of consent to terminate, each and every unit owner shall immediately convey by warranty deed to the corporation all of said unit owners' right, title and interest to any unit and to the common property, provided the corporation's officers and employees handling funds have been adequately bonded and the corporation or any member shall have the right to enforce such conveyance by making specific performance in a court of equity.

The Board of Directors of the corporation shall then sell all of the property at public or private sale upon terms approved in writing by all of the institutional first mortgagees. Upon the sale of said property the costs, fees and charges for effecting said sale, the cost of liquidation and dissolution of the corporation and all obligations incurred by the corporation in connection with the management and operation of the property up to and including the time distribution is made to the unit owners, shall be paid from the proceeds of said sale, and the remaining balance (hereinafter called "net proceeds of sale") shall be distributed to the unit owners in the manner now about to be set forth.

The distributive share of each unit owner in the net proceeds of sale, though subject to the provisions hereinafter contained, shall be the following percentage portion thereof, to-wit:

<u>Apt. No.</u>	<u>%</u>	<u>Apt. No.</u>	<u>%</u>
101	.01985	401	.02153
102	.01929	402	.02097
103	.01929	403	.02097
104	.01929	404	.02097
105	.01929	405	.02097
106	.01929	406	.02097
107	.01929	407	.02097
108	.01985	408	.02153
201	.02041	501	.02210
202	.01985	502	.02154
203	.01985	503	.02154
204	.01985	504	.02154
205	.01985	505	.02154
206	.01985	506	.02154
207	.01985	507	.02154
208	.02041	508	.02210
301	.02097	601	.02266
302	.02041	602	.02210
303	.02041	603	.02210
304	.02041	604	.02210
305	.02041	605	.02210
306	.02041	606	.02210
307	.02041	607	.02210
308	.02097	608	.02266

Upon the determination of each unit owner's share, as above provided for, the corporation shall pay out of each unit owner's share all mortgages and other liens encumbering said unit in accordance with their priority, and upon such payments being made, all mortgagees and lienors shall execute and record satisfactions or releases of their liens against said unit or units, regardless of whether the same are paid in full. Thereupon, the directors of the corporation shall proceed to liquidate and dissolve the corporation, and distribute the remaining portion of each distributive share, if any, to the owner or owners entitled thereto. If more than one person has an interest in a unit, the corporation shall pay the remaining distributive share allocable to said unit to the various owners of such unit, excepting that if there is a dispute as to the validity, priority or amount, or mortgages or liens encumbering a unit, then payment shall be made to the owner and/or owners of such unit and to the owners and holders of the mortgages and liens encumbering said unit.

As evidence of the member's resolution to abandon passed by the required vote or written consent of the members, the President and Secretary of the corporation shall effect and place in the public records of Brevard County, Florida, an affidavit stating that such resolution was properly passed or approved

by the members and also shall record the written consents, if any, of institutional first mortgagees to such abandonment.

After such an affidavit has been recorded and all owners have conveyed their interest in the condominium parcel to the corporation and the corporation to the purchaser, the title to said property thereafter shall be free and clear from all restrictions, reservations, covenants, conditions and easements set forth in this Declaration, and the purchaser and subsequent grantees of any of said property shall receive title to said lands free and clear thereof.

XVI

ENCROACHMENTS

If any portion of the common elements now encroaches upon any apartment, or if any apartment now encroaches upon any other apartment or upon any portion of the common elements, or if any encroachment shall hereafter occur as the result of settling of the building, or alteration to the common elements made pursuant to the provisions herein, or as the result of repair and restoration, a valid easement shall exist for the continuance of such encroachment for so long as the same shall exist.

XVII

CORPORATION TO MAINTAIN REGISTER OF OWNERS AND MORTGAGEES

The corporation shall at all times maintain a register setting forth the names of all owners of apartments in the condominium, and any purchaser or transferee of an apartment shall notify the corporation of the names of any party holding a mortgage upon any apartment and the name of all lessees in order that the corporation may keep a record of same.

XVIII

ESCROW FOR INSURANCE PREMIUMS

Any institutional first mortgagee holding a mortgage upon an apartment in the condominium shall have the right to cause the corporation to create and maintain an escrow account for the purpose of assuring the availability of funds with which to pay premium or premiums due from time to time on casualty insurance policy or policies which the corporation is required to keep in existence, it being understood that the corporation shall deposit in an escrow depository satisfactory to such institutional first mortgagee or institutional first mortgagees a monthly sum equal to one-twelfth (1/12) of the annual amount of such insurance expense, and to contribute such other sum as may be required therefor to the end that there shall be on deposit in said escrow account at least one month prior to the due date for payment of such premium or premiums, a sum which will be sufficient to make full payment therefor.

XIX

REAL PROPERTY TAXES DURING INITIAL YEAR OF CONDOMINIUM

In the event that during 1973, the year in which this condominium is established, real property taxes are assessed against the condominium property as a whole, such taxes will be a common expense.

XX

RESPONSIBILITY OF APARTMENT OWNERS

The owner of each apartment shall be governed by and shall comply with the provisions of this Declaration as well as the Bylaws and Articles of Incorporation of the corporation. Any apartment owner shall be liable for the expense of any maintenance, repair or replacement made necessary by his act, neglect or carelessness, or by that of any members of his family, or his or their guests, employees, agents or lessees, but only to the extent that such expense is not met by the proceeds of insurance carried by the corporation. Such liability shall include any increase in fire insurance rates occasioned by use, misuse, occupancy, or abandonment of an apartment. Nothing herein contained, however, shall be construed so as to modify any waiver of rights of subrogation by insurance companies.

In any action brought against an apartment owner by the corporation for damages, or injunctive relief due to such apartment owner's failure to comply with the provisions of this Declaration or Bylaws of the corporation, the corporation shall be entitled to court costs, reasonable attorney's fees, and expenses incurred by it in connection with the prosecution of such action.

XXI

WAIVER

The failure of the corporation, an apartment owner or institutional first mortgagee, to enforce any right, provision, covenant or condition which may be granted herein, or in the Bylaws and Articles of Incorporation of the corporation, or the failure to insist upon the compliance with same, shall not constitute a waiver of the corporation, such apartment owner or institutional first mortgagee to enforce such right, provision, covenant or condition, or insist upon the compliance with same, in the future.

No breach of any of the provisions contained herein shall defeat or adversely affect the lien of any mortgage at any time made in good faith and for a valuable consideration upon said property, or any part thereof, and made by a bank, savings and loan association, or insurance company authorized to transact business in the State of Florida and engaged in the business of making loans constituting a first lien upon real property, but the rights and remedies herein granted to the Developer, the corporation, and the owner of owners 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, unless said purchaser be an institutional first mortgagee which had a mortgage on said unit at the time of the institution of said foreclosure action, or the Developer.

XXII

CONSTRUCTION

The provisions of this Declaration shall be literally construed so as to effectuate its purposes. The invalidity of any provision herein shall not be deemed to impair or affect in any manner the validity, enforceability or effect of the remainder of this Declaration.

XXIII

GENDER

The use of the masculine gender, in this Declaration shall be deemed to refer to the feminine or neuter gender, and the use of the singular or plural shall be taken to mean the other whenever the context may require.

XXIV

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 nor the intent of any provisions hereof.

XXV

REMEDIES FOR VIOLATIONS

For violation or a breach of any provisions of this Declaration by a person claiming by, through or under the Developer, or by virtue of any judicial proceedings, the corporation, and the members thereof, or an institutional first mortgagee, or any of them severally, shall have the right to proceed at law for damages or in equity to compel a compliance with the terms hereof or to prevent the violation or breach of any of them, or for such other relief as may be appropriate. In addition to the foregoing right, the corporation shall have the right, whenever there shall have been built within the condominium any structure which is in violation of this Declaration, to enter upon the property where such violation of this Declaration exists, and summarily abate or remove the same at the expense of the owner, provided, however, the corporation shall then make the necessary repairs or improvements where such violation occurred so that the property shall be in the same condition as it was before said violation occurred, and any such entry and abatement or removal shall not be deemed a trespass. The failure promptly to enforce any of the provisions of this Declaration shall not bar their subsequent enforcement.

IN WITNESS WHEREOF, the Developer has executed this Declaration of Condominium, this 19th day of October, A.D. 1973.

Signed, sealed and delivered in the presence of:

OCEANA PROPERTIES, INC.

Melinda G. Korda
Nancy J. Mueser

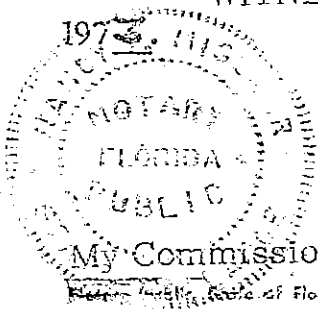
By: [Signature] President
Attest: [Signature] Assistant Secretary

STATE OF FLORIDA
COUNTY OF BREVARD

BEFORE ME, the undersigned authority, this day personally appeared

HARRY M. SCHRAMM and MALCOLM R. KIRSCHENBAUM well known to me to be the President and Secretary, respectively of OCEANA PROPERTIES, INC., a Florida corporation, and they stated before me that they executed the foregoing Declaration of Condominium as the duly authorized officers of said corporation, that the said instruments were executed freely and voluntarily as the authorized act of said corporation and that the official seal of the corporation is affixed hereto.

WITNESS my hand and official seal this 19th day of October,



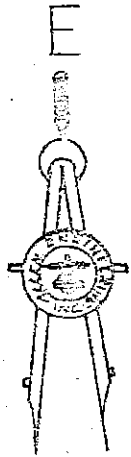
Nancy J. Mueser
Notary Public

EXHIBIT "A"
TO DECLARATION OF CONDOMINIUM
ESTABLISHING
"WIND JAMMER",
A CONDOMINIUM

SEC. 23, TWP. 24 S, RNG. 37 E.

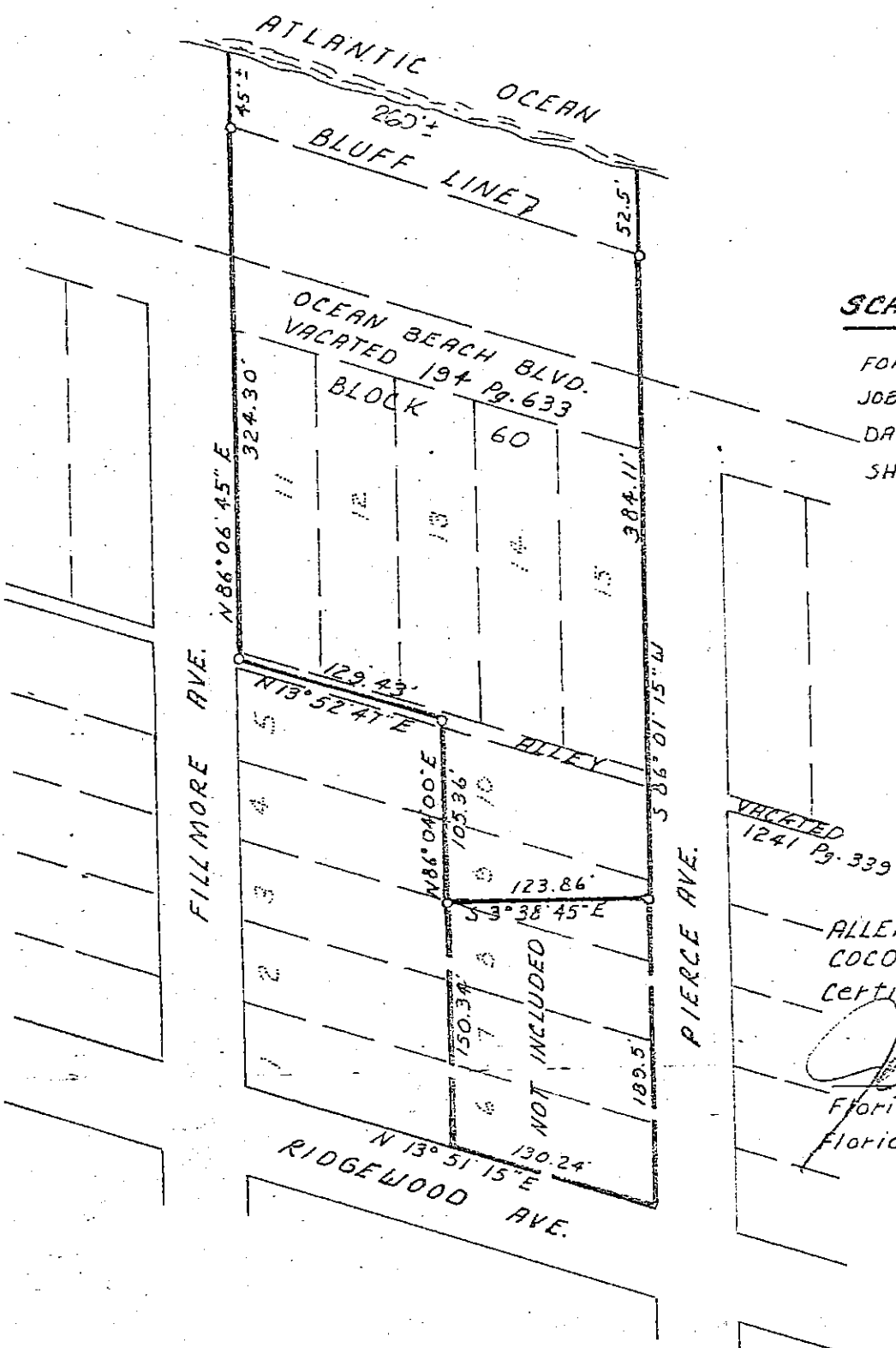
1389 PAGE 974

SKETCH OF SURVEY



SCALE: 1"=100'

FOR: OCEANA PROPERTIES INC.
JOB NO. 72608
DATE: OCT. 11, 1973
SHT. 1 OF 3



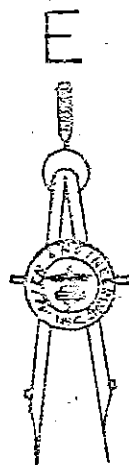
ALLEN ENGINEERING, INC.
COCOA BEACH, FLA.
Certified as to survey
[Signature]
Florida Surveyors Reg'n No. 1906
Florida Engineers Reg'n No. 9423

LEGAL DESCRIPTION



Lots 6 through 15 inclusive in Block 60 of AVON-BY-THE-SEA, according to the plat thereof recorded in Plat Book 3 at Page 7 of the Public Records of Brevard County, Florida, together with that portion of Ocean Beach Boulevard that lies South of the Easterly extension of the North line of said Lot 11 and North of the Easterly extension of the South line of said Lot 15, also including the East 1/2 of the North 1/2 of the 12 foot wide Alley in said Block 60, also including the South 1/2 of the 12 foot wide Alley in said Block 60, together with that parcel of land lying East of Ocean Beach Boulevard and West of the Mean High Water Line of the ATLANTIC OCEAN, said parcel being bounded on the North by the Easterly extension of the North line of said Block 60, and being bounded on the South by the Easterly extension of the South line of said Block 60, less therefrom the following described parcel of land: Begin at the Southwest corner of said Lot 6; thence run N 13° 51' 15" E for a distance of 130.24 feet to the Northwest corner of said Lot 6; thence run N 88° 04' 00" E along the South line of the North 1/2 of said Block 60 for a distance of 150.34 feet; thence run S 3° 38' 45" E for a distance of 123.86 feet to a point on the South line of said Block 60; thence run S 26° 01' 15" W along the South line of said Block 60 for a distance of 189.50 feet to the Point of Beginning.

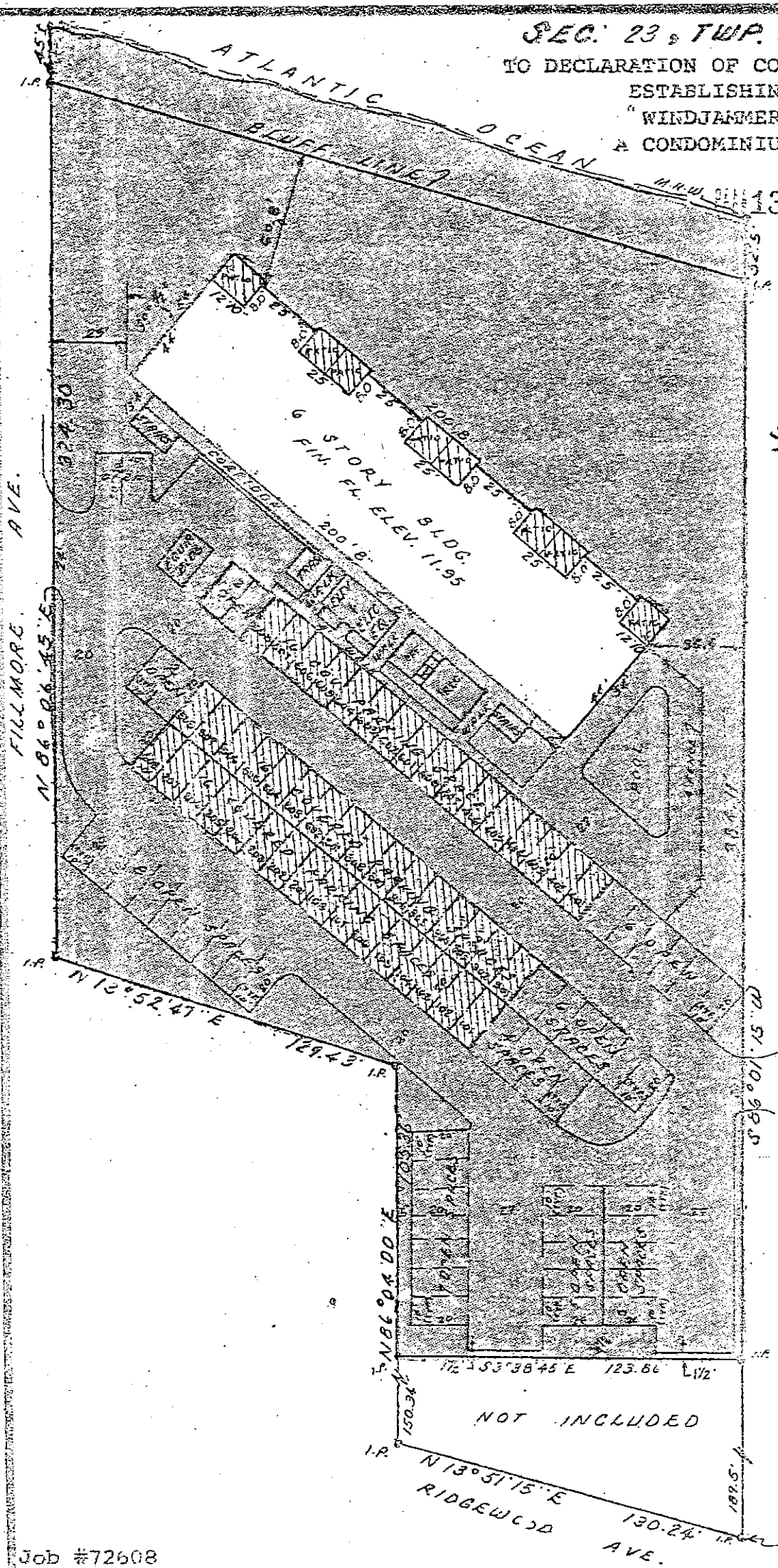
SEC. 23, TWP. 24 S, RNC. 37 E.
 TO DECLARATION OF CONDOMINIUM
 ESTABLISHING
 "WINDJAMMER,
 A CONDOMINIUM"

1389 PAGE 975



SCALE: 1" = 50'
SITE PLAN

-  COMMON ELEMENTS
-  LIMITED COMMON ELEMENTS



Job #72608

For: Oceana Properties, Inc.

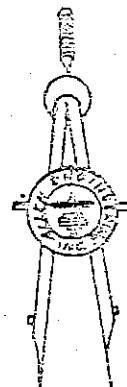
ALLEN ENGINEERING, INC.
 COCOA BEACH, FLORIDA

EXHIBIT "A"

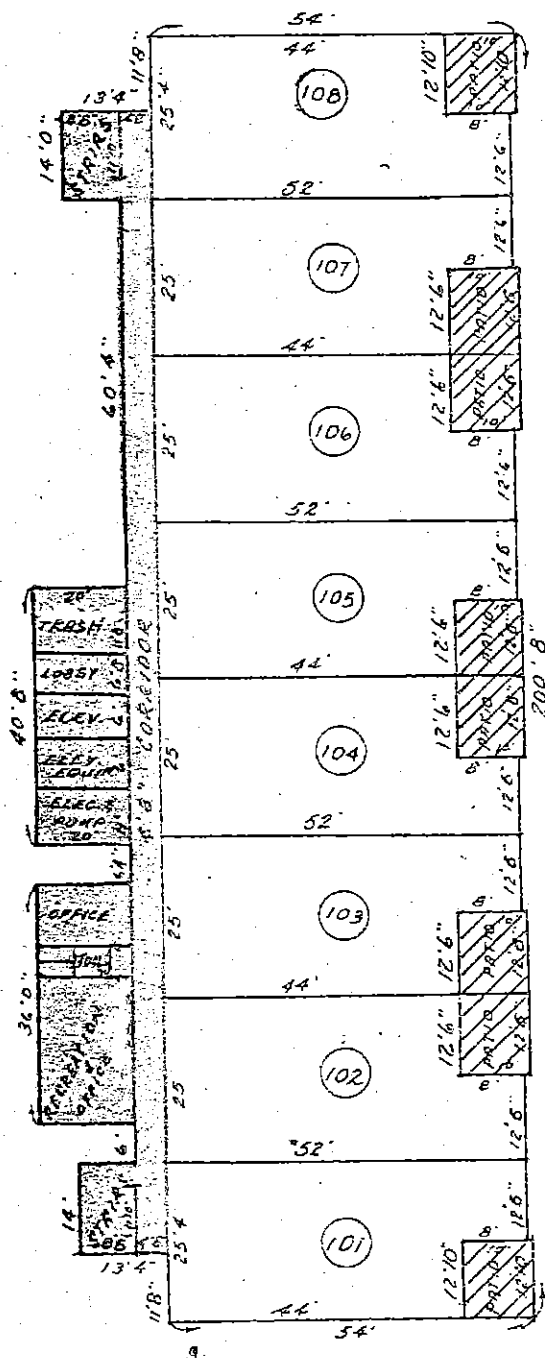
EXHIBIT "A"
TO DECLARATION OF CONDOMINIUM
ESTABLISHING
"WINDHAMMER,
A CONDOMINIUM"

1389 PAGE 976

NE



SCALE: 1" = 30'



LIMITED COMMON ELEMENTS
COMMON ELEMENTS
FIN. FLOOR EL. 11.95
FIN. CEILING EL. 19.95

FLOOR PLAN
1ST FLOOR

ALLEN ENGINEERING, INC.
CCCOR BEACH, FLORIDA

JOB # 72608

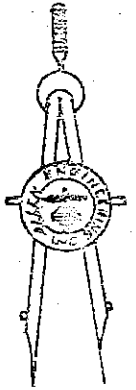
FOR: OCEANA PROPERTIES, INC.
SHT. 3 OF 3

EXHIBIT "A"
TO DECLARATION OF CONDOMINIUM
ESTABLISHING
"WIND JAMMER,
A CONDOMINIUM"

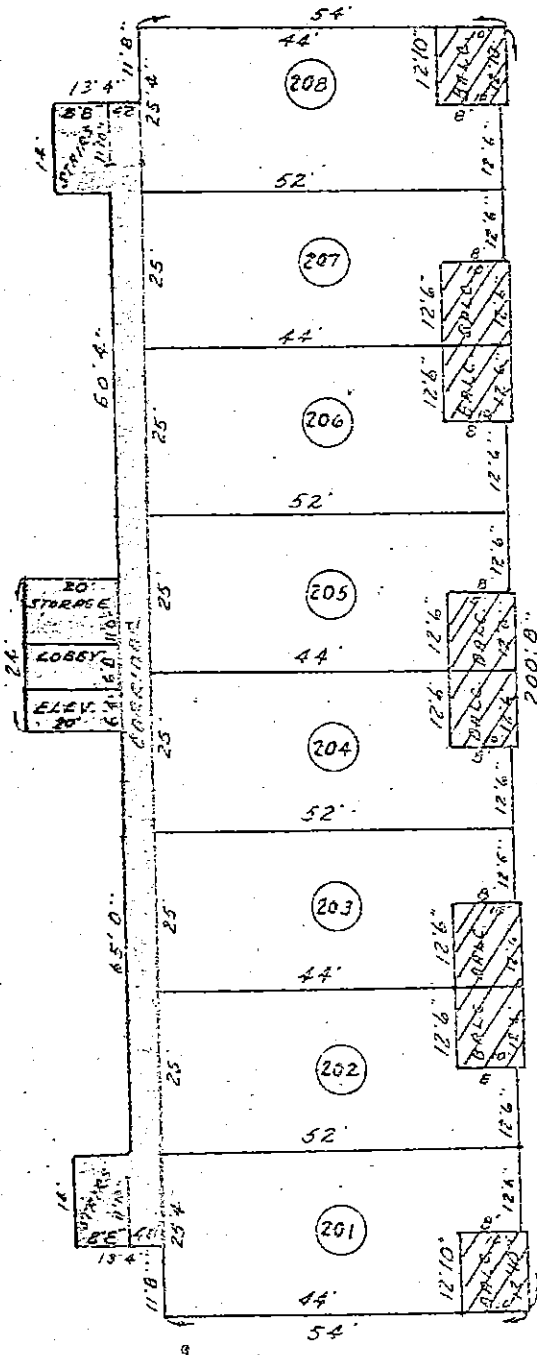
SEC. 23, TWP. 24 S, RNG. 37 E.

1388 PAGE 977

NE



SCALE: 1" = 30'



▨ LIMITED COMMON ELEMENTS
▩ COMMON ELEMENTS
FIN. FLOOR EL. 20.39
FIN. CEILING EL. 28.39

FLOOR PLAN
2nd Floor

ALLEN ENGINEERING, INC.
COCOA BEACH, FLORIDA

JOB # 72608

FOR: OCEANA PROPERTIES, INC.
SHT. 4 OF 9

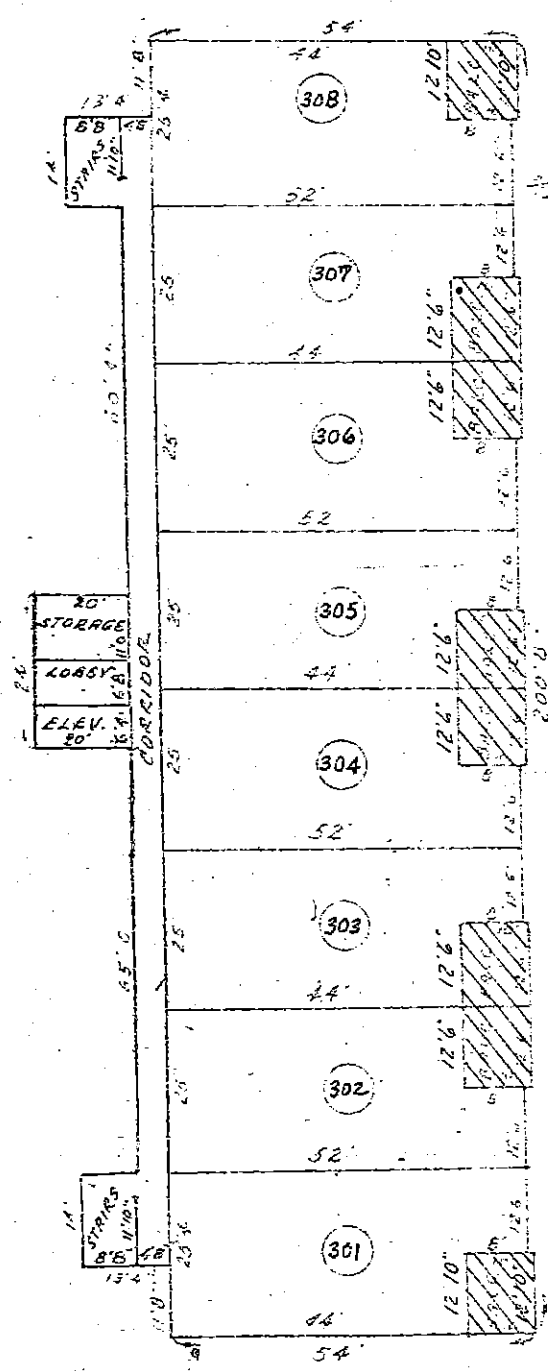
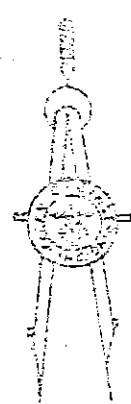
REV. 1-10-73 STORAGE

EXHIBIT A
 TO DECLARATION OF CONDOMINIUM
 ESTABLISHING
 "WIND HAMMER,
 A CONDOMINIUM"

SEC. 23, TWP. 24 S, RANG. 31 E.

1389 PAGE 978

NE



12' 0"
 12' 50"
 12' 10"
 12' 10"

1214.67 Sq. Ft. SCALE: 1" = 30'
 102.66 Balcony
 1317.33 Total Sq. Ft.
 1197.62

LIMITED COMMON ELEMENTS
 COMMON ELEMENTS
 FIN. FLOOR EL. 28.79
 FIN. CEILING EL. 36.79

FLOOR PLAN
 3rd Floor

ALLEN ENGINEERING, INC.
 COCOA BEACH, FLORIDA

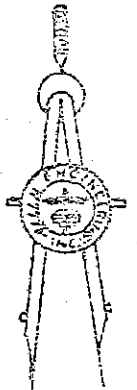
JOB # 72608

EXHIBIT "A"
TO DECLARATION OF CONDOMINIUM
ESTABLISHING
"WIND JAMMER,
A CONDOMINIUM"

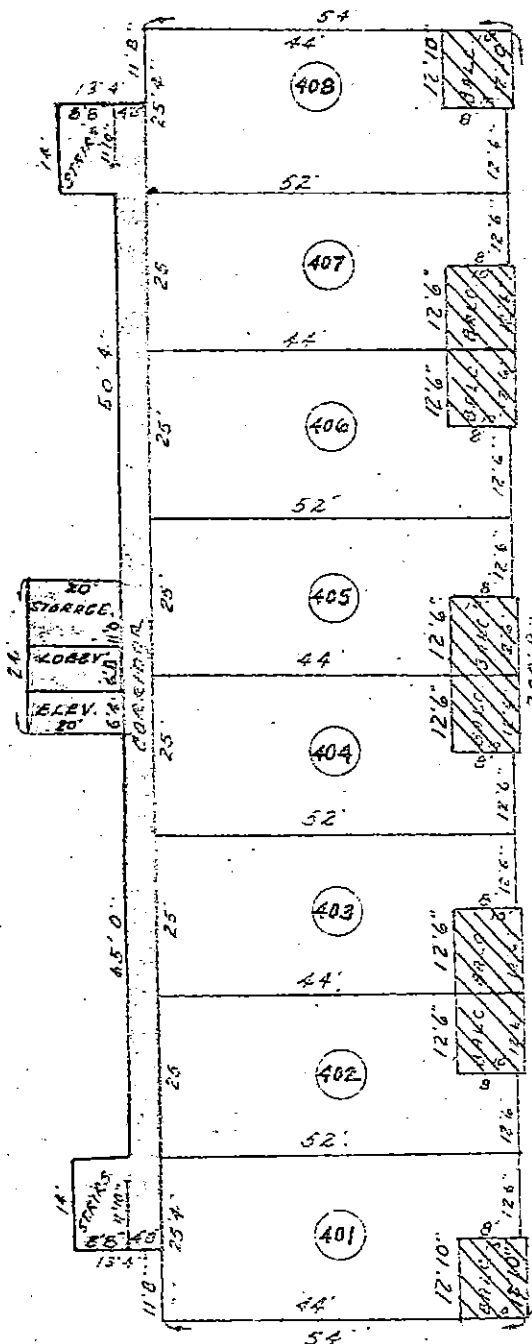
SEC. 23, TWP. 24 S., RNC. 37 E.

1389 PAGE 979

NE



SCALE: 1" = 30'



FLOOR PLAN
4th Floor

ALLEN ENGINEERING, INC.
COCOA BEACH, FLORIDA

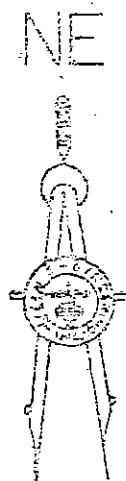
UDB # 72608

FOR: OCEANA PROPERTIES, INC.
SHT. 6 OF 9

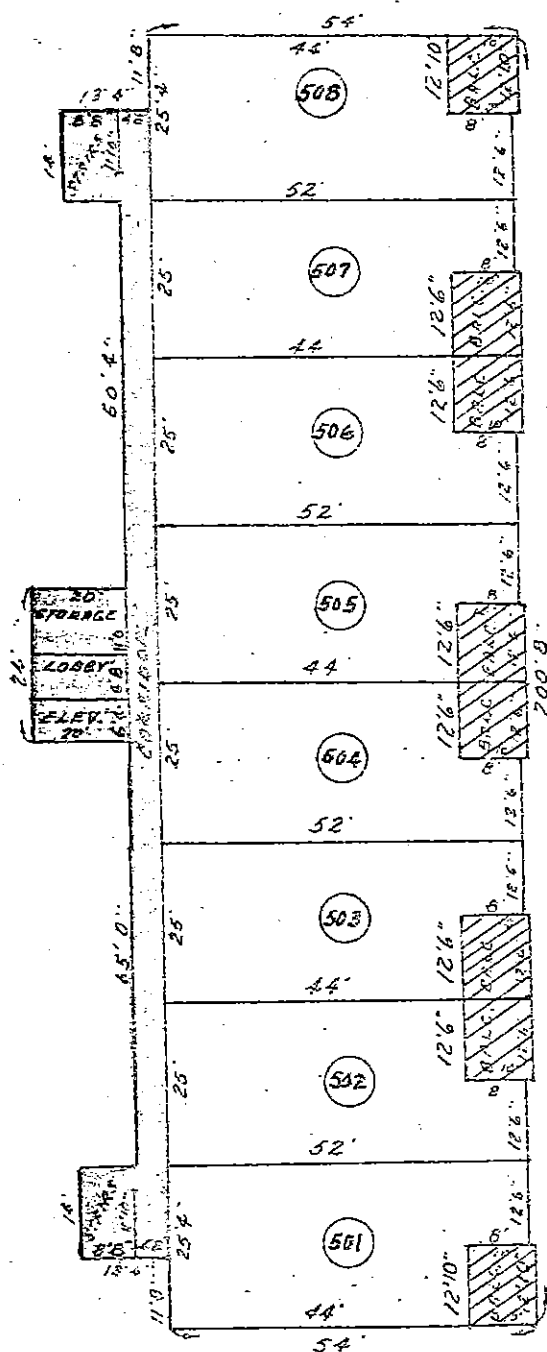
REV. 1-10-73 STORAGE

SEC. 23, TWP. 24 S, RMC. 37 E.

FILE 1389 PAGE 980



SCALE: 1" = 30'



☒ LIMITED COMMON ELEMENTS

COMMON ELEMENTS

FIN. FLOOR EL. 45.64

FIN. CEILING EL. 53.64

30.4' 3,657.6 sq. ft.

131734

22

232

FLOOR PLAN
5th Floor

ALLEN ENGINEERING, INC.
GOCOR BERN, FLORIDA

JOB # 72608

FOR: OCEANA
SHT. 7 OF 9

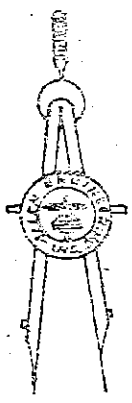
PROPERTIES, INC.

REV. 1-15-73 - STORAGE

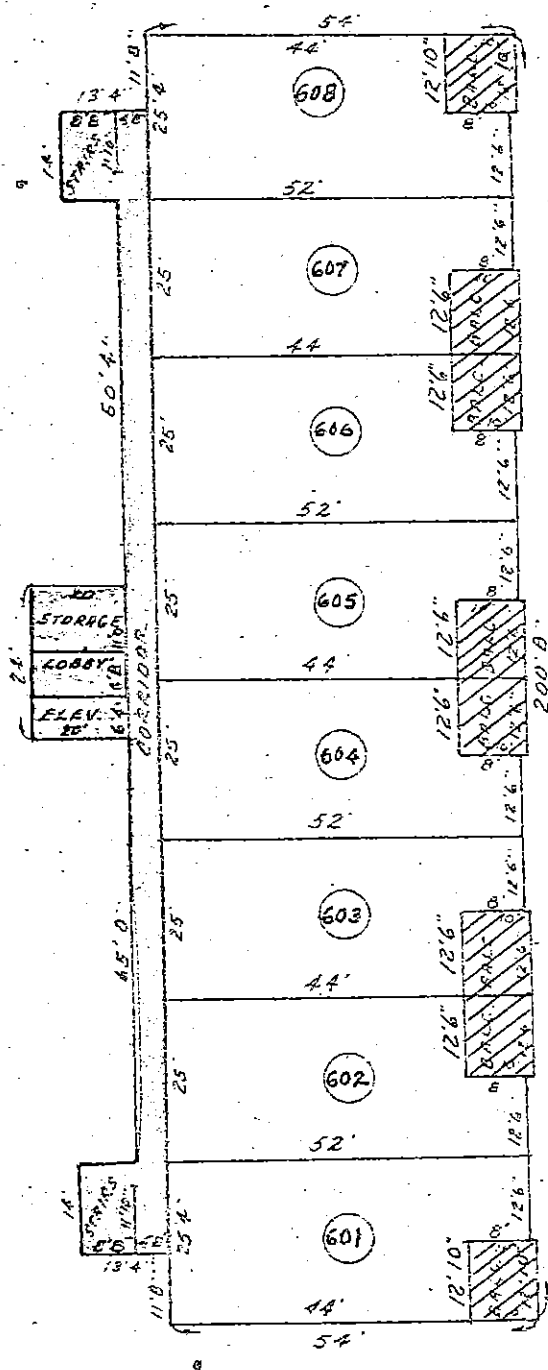
EXHIBIT "A" SEC. 23, TWP. 24 S, RING. 37 E.
 TO DECLARATION OF CONDOMINIUM
 ESTABLISHING
 "WIND JAMMER,
 A. CONDOMINIUM"

REELS 1389 PAGE 981

NE



SCALE: 1" = 30'



- ▨ LIMITED COMMON ELEMENTS
- COMMON ELEMENTS
- FIN. FLOOR EL. 54.06
- FIN. CEILING EL. 62.06

FLOOR PLAN
 6th Floor

ALLEN ENGINEERING, INC.
 COCOA BEACH, FLORIDA

ARTICLES OF INCORPORATION

OF

THE WINDJAMMER CONDOMINIUM ASSOCIATION OF COCOA BEACH, 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 corporations 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 corporation shall be THE WINDJAMMER CONDOMINIUM ASSOCIATION OF COCOA BEACH, INC.

ARTICLE II

PURPOSE

The purposes and objects of the corporation shall be to administer the operation and management of a condominium to be established by OCEANA PROPERTIES, INC., a Florida corporation, hereinafter called "Developer," the condominium apartment complex to be established in accordance with the laws of the State of Florida upon the following described property situate, lying and being in Brevard County, Florida, to-wit:

Lots 6 thru 15, Block 60, Avon-by-the-Sea, as recorded in Plat Book 3, Page 7, Public Records of Brevard County, Florida, together with the rights, title and interest to the platted street. Lying on the East side of Lots 11 thru 15 and designated as Ocean Boulevard along with the land between Ocean Boulevard and the Mean High Water Line of the Atlantic Ocean. Less the following described parcel: Begin at the S. W. corner of Lot 6, Block 60, of said plat of Avon-by-the-Sea being also the intersection of the North right-of-way line of Pierce Avenue with the East right-of-way line of Ridgewood Avenue; then run N 13° 51' 15" E 130.24 feet along said East line of Ridgewood; then run N 86° 04' 00" E 150.34 feet; thence run S 3° 38' 45" E 123.86 feet to Pierce Avenue; thence run S 86° 01' 15" W 139.50 feet along said North right-of-way line of Pierce Avenue to the Point of Beginning. Containing 0.483 acres

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 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, sell, trade and otherwise deal with such property, whether real or personal, as may be necessary or convenient in the administration of said condominium. The corporation shall be conducted as a non-profit organization for the benefit of its members.

FILED
FEB 19 1984
DEPT. OF REVENUE
TALLAHASSEE, FLA.

ARTICLE III

POWERS

The corporation shall have the following powers:

A. All of the powers and privileges granted to corporations not for profit under the law pursuant to which this corporation is chartered, and all of the powers and privileges which may be granted unto said corporation or exercised by it under any other applicable laws of the State of Florida, including the Condominium Act, Chapter 711, of the Florida Statutes.

B. All of the powers reasonably necessary to implement and effectuate the purposes of the corporation, including, but not limited to:

1. Making and establishing reasonable rules and regulations governing the use of apartment units and the common elements in the condominium as said terms may be defined in the Declaration of Condominium.

2. Levying and collecting assessments against members of the corporation to defray the common expenses of the condominium as may be provided in the Declaration of Condominium and in the Bylaws of this corporation which may be hereafter adopted, including the right to levy and collect assessments for the purposes of acquiring, operating, leasing, managing and otherwise trading and dealing with such property, whether real or personal, including the apartment units in the condominium, which may be necessary or convenient in the operation and management of the condominium and in accomplishing the purposes set forth in the Declaration of Condominium.

3. Maintaining, repairing, replacing, operating and managing the condominium and the property comprising same, including the right to reconstruct improvements after casualty and to make further improvement of the condominium property.

4. Contracting for the management of the condominium and delegating 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 Directors or membership of the corporation.

5. Enforcing the provisions of the Declaration of Condominium, these Articles of Incorporation, the Bylaws of the corporation which may be hereafter adopted, and the rules and regulations governing the use of the condominium as the same may be hereafter established.

6. To now or hereafter acquire and enter into leases and agreements of every nature, whereby the corporation acquires leaseholds, memberships and other possessory or 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 or benefit to the owners of the apartment units, all as may be deemed by the Board of Directors 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 the Declaration of Condominium.

ARTICLE IVMEMBERS

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

A. The owners of all apartment units in the condominium shall be members of the corporation, and no other persons or entities shall be entitled to membership, except as provided in item E of this Article IV.

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

C. The interest of a member in the funds and assets of the corporation cannot be assigned, hypothecated or transferred in any manner, except as an appurtenance to this apartment unit. The funds and assets of the corporation shall belong solely to the corporation, 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 Bylaws.

D. On all matters of which the membership shall be entitled to vote, there shall be only one vote for each apartment unit in the condominium, which vote may be exercised or cast by the owner or owners of each apartment unit in such manner as may be provided in the Bylaws hereafter adopted. Should any member own more than one apartment unit, such member shall be entitled to exercise or cast as many votes as he owns apartment units, in the manner provided by said Bylaws.

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 corporation shall be comprised of the subscribers of these Articles, each of which subscribers shall be entitled to cast one vote on all matters on which that membership shall be entitled to vote.

ARTICLE VTERM

The corporation shall have perpetual existence.

ARTICLE VILOCATION

The principal office of the corporation shall be located at 66 North Atlantic Avenue, Cocoa Beach, Florida, but 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 Directors.

ARTICLE VII

DIRECTORS

The affairs of the corporation shall be managed by the Board of Directors. The number of members of the first Board of Directors of the corporation shall be three (3). The number of members of succeeding Boards of Directors shall be as provided from time to time by the Bylaws of the corporation. The members of the Board of Directors shall be elected as provided by the Bylaws of the corporation, and at least a majority of the Board of Directors shall be members of the corporation or shall be authorized representatives, officers or employees of a corporate member of this corporation. Notwithstanding the foregoing, the first election of directors will not be held until after the Developer has closed the sales of all the condominium units of the condominium established by it upon the lands described in Article II hereof, or until it elects to terminate its control of the Association, or until December 31, 1974, whichever comes first. Any vacancies in the Board of Directors occurring before the first election will be filled by the remaining Directors.

The names and addresses of the members of the first Board of Directors who shall hold office until their successors are elected and have qualified, or until removed, are as follows:

Malcolm R. Kirschenbaum	66 North Atlantic Avenue Cocoa Beach, Florida 32931
Janet S. Pozsonyi	66 North Atlantic Avenue Cocoa Beach, Florida 32931
Ruth A. Barrett	66 North Atlantic Avenue Cocoa Beach, Florida 32931

ARTICLE VIII

OFFICERS

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

The affairs of the corporation shall be administered by the officers designated in the Bylaws of the corporation. Said officers will be elected by the Board of Directors at its first meeting following the annual meeting of the members of the Association and will serve at the pleasure of the Board of Directors. The Board of Directors, or the President, with the approval of the Board of Directors, may employ a Managing Agent and/or such other

managerial and supervisory personnel or entities to administer or assist in the administration of the operation and management of the condominium, and the affairs of the corporation, and 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 director or officer of the corporation.

The names and addresses of the officers who will serve until their successors are designated are as follows:

Malcolm R. Kirschenbaum President
66 North Atlantic Avenue
Cocoa Beach, Florida 32931

Janet S. Pozsonyi Vice President
66 North Atlantic Avenue
Cocoa Beach, Florida 32931

Ruth A. Barrett Secretary/Treasurer
66 North Atlantic Avenue
Cocoa Beach, Florida 32931

ARTICLE IX

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 Directors of the corporation, the names of which subscribers and their respective addresses are more particularly set forth in Article VII above.

ARTICLE X

BYLAWS

The original Bylaws of the corporation shall be adopted by the Board of Directors, and thereafter, such Bylaws may be altered or rescinded only in such manner as said Bylaws may provide.

ARTICLE XI

INDEMNIFICATION

Every director 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 a party, or in which he may become involved, by reason of his being or having been a director or officer of the corporation, whether or not he is a director or officer at the time such expenses are incurred, except in such cases wherein the director or officer is adjudged guilty of 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 director or officer seeking such reimbursement or indemnification, the indemnification herein shall only apply if the Board of Directors approves such settlement and 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 director or officer may be entitled.

ARTICLE XII

AMENDMENTS

An amendment or amendments to these Articles of Incorporation may be proposed by the Board of Directors of the corporation acting upon a vote of the majority of the Directors, or by the members of the corporation owning a majority of the apartment units in the condominium, whether meeting as members or by instrument in writing signed by them. Upon any amendment or amendments to these Articles being proposed by said Board of Directors or members, such proposed amendment or amendments 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 twenty (20) days nor later than sixty (60) days from the receipt by him of the proposed amendment or amendments, and 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 or amendments in reasonably detailed form, which notice shall be mailed or presented personally to each member not less than ten (10) days nor more than thirty (30) days before the date set for such meeting. If mailed, such notice shall be deemed to 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. Any member may, by written waiver of notice signed by such member, waive such notice, and 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. At such meeting the amendment or amendments proposed must be approved by an affirmative vote of the members owning not less than 75% of the apartment units in the condominium in order for such amendment or amendments to become effective. Thereupon, such amendment or amendments of these Articles 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 Florida; and upon the registration of such amendment or amendments 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. At any meeting held to consider such amendment or amendments 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.

Notwithstanding the foregoing provisions of this Article XII, no amendment to these Articles which shall abridge, amend or alter the right of the Developer, to designate and select members of each Board of Directors of the corporation, as provided in Article VIII hereof, may be adopted or become effective without the prior written consent of the Developer.

IN WITNESS WHEREOF, the subscribers have hereunto set their hands and seals this 16th day of February, 1973.


MALCOLM R. KIRSCHENBAUM


JANET S. POZSONYI

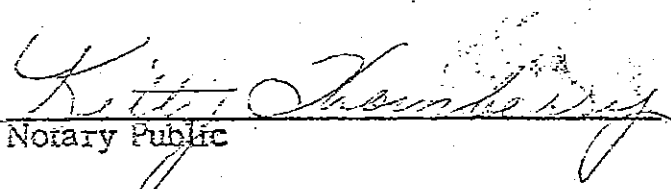

RUTH A. BARRETT

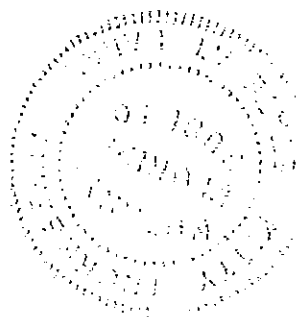
STATE OF FLORIDA :
COUNTY OF BREVARD :

BEFORE ME, the undersigned authority, personally appeared MALCOLM R. KIRSCHENBAUM, JANET S. POZSONYI and RUTH A. BARRETT, who being by me first duly sworn, acknowledged that they executed the foregoing Articles of Incorporation for the purposes therein expressed on this 16th day of February, 1973.

My Commission expires:

Notary Public, State of Florida at large
My Commission Expires June 11, 1975
Bonded By American Fire & Casualty Co.


Notary Public




CERTIFICATE DESIGNATING RESIDENT AGENT

Pursuant to Chapter 48.091, Florida Statutes, the following is submitted in compliance with said Act:

That THE WINDJAMMER CONDOMINIUM ASSOCIATION OF COCOA BEACH, INC., desiring to organize under the laws of the State of Florida, with its principal office, as indicated in the Articles of Incorporation, at the City of Cocoa Beach, County of Brevard, State of Florida, has named WILLIAM T. TAYLOR, located at 66 North Atlantic Avenue, Cocoa Beach, Florida, as its agent to accept service of process within this state.

Having been named to accept service of process for the above stated corporation, at the place designated in this Certificate, I hereby accept to act in this capacity, and agree to comply with the provisions of said Act relative to keeping open said office.


 WILLIAM T. TAYLOR
 Resident Agent

BYLAWS

OF

THE WINDJAMMER CONDOMINIUM ASSOCIATION OF COCOA BEACH, INC.

1. IDENTITY

These are the Bylaws of THE WINDJAMMER CONDOMINIUM ASSOCIATION OF COCOA BEACH, INC., a corporation not for profit under the laws of the State of Florida, the Articles of Incorporation of which were filed in the office of the Secretary of State on the 19th day of February, 1973. THE WINDJAMMER CONDOMINIUM ASSOCIATION OF COCOA BEACH, INC., hereinafter called the "Association," has been organized for the purpose of administering the operation and management of THE WINDJAMMER, a condominium apartment project established or to be established in accordance with the Condominium Act of the State of Florida upon the following described property, situate, lying and being in Brevard County, Florida, to-wit:

Lots 6 thru 15, Block 60, Avon-by-the-Sea, as recorded in Plat Book 3, Page 7, Public Records of Brevard County, Florida, together with the rights, title and interest to the platted street. Lying on the East side of Lots 11 thru 15 and designated as Ocean Boulevard along with the land between Ocean Boulevard and the Mean High Water Line of the Atlantic Ocean. Less the following described parcel: Begin at the S.W. corner of Lot 6, Block 60, of said Plat of Avon-by-the-Sea being also the intersection of the North right-of-way line of Pierce Avenue with the East right-of-way line of Ridgewood Avenue, thence run N 13° 51' 15" E 130.24 feet along said East line of Ridgewood; thence run N 86° 04' 00" E 150.34 feet; thence run S 3° 38' 45" E 123.86 feet to Pierce Avenue; thence run S 86° 01' 15" W 189.50 feet along said North right-of-way line of Pierce Avenue to the Point of Beginning, Containing 0.483 acres.

a. The provisions of these Bylaws 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 will be recorded in the public records of Brevard County, Florida, at the time said property and improvements now or hereafter situate thereon are submitted to the plan of condominium ownership, the terms and provisions of said Articles of Incorporation and Declaration of Condominium to be controlling wherever 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 Bylaws and in said Articles of Incorporation and the Declaration of Condominium.

c. The mere acquisition or rental of any of the family units (hereinafter referred to as "units") of the project or the mere act of occupancy of any of said units will signify that these Bylaws, Charter provisions, and regulations in the Declaration are accepted, ratified and will be complied with.

d. Anything in these Bylaws to the contrary notwithstanding, the said Bylaws shall not become applicable or effective, insofar as the management of the condominium project is concerned, until actual management of the condominium project is delivered and turned over to this non-profit

corporation (under the terms and conditions as set out in Section VII of the Declaration), the management of said condominium project being vested in the Developer until said turnover.

e. The fiscal year of the Association shall be the calendar year.

f. 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 "1973," an impression of which seal is as follows:

2. MEMBERSHIP, VOTING, QUORUM, PROXIES

a. The qualifications of members, the manner of their admission to membership and termination of such membership, and voting by 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.

b. A quorum of membership meetings shall consist of persons entitled to cast a majority of the votes of the entire membership. The joinder of a member in the action of a meeting by signing and concurring in the minutes thereof shall constitute the presence of such person for the purpose of determining a quorum.

c. The vote of the owners of an apartment unit owned by more than one 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 apartment unit filed with the Secretary of the Association, and 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. 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.

e. Approval or disapproval of an apartment 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 at an Association meeting.

f. Except where otherwise required under the provisions of the Articles of Incorporation of the Association, these Bylaws, 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 apartment units represented at any duly called membership meeting at which a quorum is present shall be binding upon the members.

3. ANNUAL AND SPECIAL MEETINGS OF MEMBERSHIP

a. The annual membership meeting shall be held at the office of the Association at 8:00 o'clock P.M., Eastern Standard Time, on the first Monday in February of each year for the purpose of electing directors and of transacting any other business authorized to be transacted 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.

b. Special membership meeting shall be held whenever called by the President or Vice President or by a majority of the Board of Directors, and must be called by officers upon receipt of a written request from members of the Association owning a majority of the apartment units. The notice of any special meeting shall state the time and place of such meeting and the purposes thereof. No business shall be transacted at a special meeting except as stated in the notice unless by consent of four-fifths of the votes present, either in person or by proxy.

c. Notice of all membership meetings, regular or special, shall be given by the President, Vice President or Secretary/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 to be written or printed and to state the time, place and object for which the meeting is called. Such notice shall be given to each member not less than fifteen (15) days nor more than thirty (30) days prior to the date set for such meeting, which notice shall be mailed or presented personally to each member within said time. If presented personally, receipt of such notice shall be signed by the member, indicating the date on which such notice was received by him. If mailed, such notice shall be deemed to be properly given when deposited in the United States mails addressed to the member at his post office address as it appears on the records of the Association, the postage thereon prepaid. Proof of such mailing shall be given by the affidavit of the person giving the notice. Any member may, by written waiver of notice signed by such member, waive such notice, and 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 membership meeting cannot be organized because a quorum has not attended, or because a greater percentage of the membership to constitute a quorum of attendance may be required as set forth in the Articles of Incorporation, these Bylaws 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 membership meetings, 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 membership meetings, and, as far as practical, at any other membership meetings, shall be:

- (1) Calling of the roll and certifying of proxies.
- (2) Proof of notice of meeting or waiver of notice.
- (3) Reading of minutes.
- (4) Reports of officers.
- (5) Reports of committees.
- (6) Appointment of Chairman of Inspectors of Election.
- (7) Election of Directors.
- (8) Unfinished business.
- (9) New business.
- (10) Adjournment.

f. Meetings of the Association shall be held at the principal office of the project or such other suitable place convenient to the owners as may be designated by the Board of Directors.

4. BOARD OF DIRECTORS AND OFFICERS

a. Each director elected at the first annual meeting of the membership thereafter shall serve for the term of one year or until his successor is duly elected. Directors may be removed for cause by an affirmative vote of the members owning not less than 50% of the apartment units in the condominium at a special meeting called for such purpose. Directors may be removed without cause by an affirmative vote of the members owning not less than 80% of the apartment units in the condominium.

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

(1) Each member of the Board of Directors shall be elected by a plurality of the votes cast at the annual meeting of the members of the Association.

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

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

d. The officers of the Association shall be elected annually by the Board of Directors at the organizational meeting of each new Board, and shall hold office at the pleasure of the Board.

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

f. Regular meetings of the Board of Directors may be held at such time and place as shall be determined from time to time by a majority of the Directors, but at least two such meetings shall be held during each fiscal year. Notice of regular meetings shall be given to each Director, personally or by mail, telephone or telegram at least ten (10) days prior to the day named for such meeting, unless notice is waived.

g. Special meetings of the Directors may be called by the President, and must be called by the Secretary/Treasurer at the written request of three (3) Directors. Not less than three (3) days' notice of a meeting shall be given to each Director, personally or by mail, telephone or telegram, which notice shall state the time, place and purpose of the meeting.

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

i. A quorum of a Directors' meeting shall consist of the Directors 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 Directors, except as specifically otherwise provided in the Articles of Incorporation, these Bylaws or the Declaration of Condominium. If any Directors' meeting

cannot be organized because a quorum has not attended, or because the greater percentage of the Directors required to constitute a quorum for particular purposes has not attended, whenever the latter percentage of attendance may be required, the Directors who are present may adjourn the meeting from time to time until a quorum or the required percentage 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 Director in the action of a meeting by signing and concurring in the minutes thereof shall constitute the presence of such Director for the purpose of determining a quorum.

j. The presiding officer of Directors' meetings shall be the President. In the absence of the President, the Vice President shall preside.

k. The Directors' fees, if any, shall be determined by the members.

1. All the powers and duties of the Association shall be exercised by the Board of Directors, including those existing under the common law and statutes, the Articles of Incorporation of the Association, these Bylaws and the Declaration of Condominium. Such powers and duties shall be exercised in accordance with said Articles of Incorporation, these Bylaws and the Declaration of Condominium, and shall include, without limiting the generality of the foregoing, the following:

(1) To make, levy and collect assessments against members and members' apartment 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;

(2) 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;

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

(4) 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;

(5) To approve or disapprove proposed purchasers and lessees of apartment units in the manner specified in the Declaration of Condominium;

(6) To acquire, operate, lease, manage and otherwise trade and deal with property, real and personal, including apartment units in the condominium, as may be necessary or convenient in the operation and management of the condominium, and in accomplishing the purposes set forth in the Declaration of Condominium;

(7) 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 the approval of the Board of Directors or membership of the Association;

(8) To enforce by legal means the provisions of the Articles of Incorporation and Bylaws of the Association, the Declaration of Condominium,

and any regulations hereinafter promulgated governing use of the property in the condominium;

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

(10) To carry insurance for the protection of the members and the Association against casualty and liability;

(11) 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 apartment units; and,

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

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

5. OFFICERS

a. The principal officers of the Association shall be a President, a Vice President, and a Secretary/Treasurer, and as many additional Vice Presidents and Assistant Secretaries and Treasurers as the Board of Directors may deem necessary.

b. The President shall be the chief officer of the Association. He shall preside at all meetings of the Association and of the Board of Directors. 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 able to act, the Board of Directors shall appoint some other member of the Board to so do 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 Directors.

d. The Secretary-Treasurer shall keep the minutes of all proceedings of the Directors and the members. He shall attend to the giving and serving of all notices of the members and Directors, and such other notices required by law. He shall have custody of the seal of the Association and affix the same to instruments requiring a seal when duly signed. He shall keep the records of the Association, its administration and salaries. He shall have custody of all property of the Association, including funds, securities and evidence of indebtedness. He shall keep the books of the Association in accordance with good accounting practices.

e. The compensation of all officers and employees of the Association shall be fixed by the Directors. This provision shall not preclude the Board of Directors from employing a director as an employee of the Association, nor preclude the contracting with a director for the management of the condominium.

6. FISCAL MANAGEMENT

The provisions for fiscal management of the Association set forth in the Declaration of Condominium and Articles of Incorporation shall be supplemented by the following provisions:

a. The assessment roll shall be maintained in a set of accounting books, in which accounting books there shall be an account for each apartment unit. Such an account shall designate the name and address of each owner or owners of an apartment unit, the amount of each assessment against the owners, the dates and amounts in which assessments come due, the amounts paid upon the account and the balance due upon assessments.

b. The Board of Directors shall adopt a budget for each calendar year which shall contain estimates of the cost of performing the functions of the Association, including but not limited to the common expense budget, which shall include, without limiting the generality of the foregoing, the estimated amounts necessary for maintenance, and operation of common elements and limited common elements, landscaping, street and walkways, office expense, utility services, casualty insurance, liability insurance, administration and salaries. The Board of Directors shall also establish the proposed assessment against each member as more fully provided in the Declaration of Condominium. Copies of the proposed budget and proposed assessments shall be transmitted to each member for the year for which the budget is made. Delivery of a copy of any budget to each member shall not effect the liability of any member for any such assessment, nor shall delivery of a copy of such budget or amended budget be considered as a condition precedent to the effectiveness of said budget and assessment levied pursuant thereto, and nothing herein contained shall be construed as restricting the right of the Board of Directors to at any time in their sole discretion levy any additional assessment in the event that the budget originally adopted shall appear to be insufficient to pay costs and expenses of operation and management, or in the event of emergencies.

c. The depository of the Association shall be such bank or banks as shall be designated from time to time by the Directors and in which the monies of the Association shall be deposited. Withdrawal of monies from such accounts shall be only by checks signed by such person or persons as are authorized by the Directors.

d. An audit of the accounts of the Association shall be made annually by a Certified Public Accountant, and a copy of the report shall be furnished to each member not later than May 1 of the year following the year for which the report is made.

e. Fidelity bonds shall be required by the Directors 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 Directors, 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.

7. PARLIAMENTARY RULES

Roberts' Rules of Order (latest edition) shall govern the conduct of the corporate proceedings when not in conflict with the Articles of Incorporation and these Bylaws or with the Statutes of the State of Florida.

8. AMENDMENTS TO BYLAWS

Amendments to these Bylaws shall be proposed and adopted in the following manner:

a. Amendments to these Bylaws may be proposed by the Board of Directors of the Association acting upon vote of the majority of the Directors, or by members of the Association, whether meeting as members or by instrument in writing signed by them.

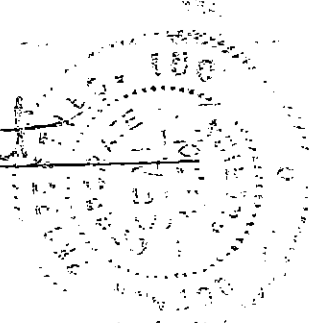
b. Upon any amendment or amendments to these Bylaws being proposed by said Board of Directors or members, such proposed amendment or amendments shall be transmitted to the President of the Association, or other officer of the Association in the absence of the President, who shall thereupon call a special joint meeting of the members of the Board of Directors of the Association and the membership for a date not sooner than twenty (20) days or later than sixty (60) days from receipt by such officer of the proposed amendment or amendments, and 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 or amendments to become effective, the same must be approved by an affirmative vote of two-thirds (2/3) of the entire membership of the Board of Directors and by an affirmative vote of the members owning not less than two-thirds (2/3) of the apartment units in the condominium. Thereupon, such amendment or amendments to these Bylaws shall be transcribed, certified by the President and Secretary/Treasurer 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 or amendments have been affirmatively approved by the Directors and members.

d. At any meeting held to consider such amendment or amendments to the Bylaws, 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 corporation at or prior to such meeting.

The undersigned, being the Secretary/Treasurer of THE WINDJAMMER CONDOMINIUM ASSOCIATION OF COCOA BEACH, INC., a corporation not for profit under the laws of the State of Florida, does hereby certify that the foregoing Bylaws were adopted as the Bylaws of said Association at a meeting held for such purpose on the 16th day of February, 1973.

Queth A. Barrett
Secretary/Treasurer



FILED
CLERK OF DISTRICT COURT
JAN 22 1973
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TALLAHASSEE, FLA.