

BY LAWS OF THE WINDJAMMER ASSOCIATION, INC.

ARTICLE I

TITLE AND LOCATION

Section 1.

The name of the Corporation is: WINDJAMMER ASSOCIATION, INC., (hereinafter referred to as the Association.)

Section 2.

The Association shall be a not-for-profit association.

Section 3.

The location of the Association is in the County of Brevard and the State of Florida.

ARTICLE II

NATURE, PURPOSE AND OBJECTIVE

Section 1.

In general nature, the Association is an organization of homeowners dedicated to maintaining and improving the quality of life in the area around the residences of members of the Association. The Corporation shall not be organized nor operated for profit, nor shall it participate or intervene, directly or indirectly, in any political campaign on behalf of or in opposition to any candidate for public office.

These By Laws are meant to augment the Building Restrictions Deed, and do not supersede or modify the said Building Restrictions Deed.

ARTICLE III

MEMBERSHIP

Section 1.

Parties eligible for membership shall consist of the fee title owner of the following described land:

In PARADISE POINT No. 5, according to the plat thereof as recorded in Plat Book 22, Page 123, of the public records of Brevard County, Florida, lots 2 through 17.

Section 2.

Those fee title owners of lots 5 through 17 are required to join this Association per the Building Restriction Deed; however, membership is optional for the fee title owners of lots 2, 3, and 4.

Section 3.

One membership shall be granted for each lot, notwithstanding the number of owners per lot or persons residing on lot.

Section 4.

Applications for optional membership shall be submitted to the Board of Directors and recorded by the Secretary. An application shall be accepted as a member by approval of a majority of the members of the Board.

ARTICLE IV

BOARD OF DIRECTORS AND OFFICERS

Section 1.

The funds and affairs of the Association shall be managed and controlled by the Board of Directors consisting of at least three members, each of whom shall be as a member of the Association. The members of the Board shall be elected to serve until their duly qualified successors are elected. Officers shall be members of the Board.

Section 2.

Elections of the Board of Directors and the Officers shall be conducted at a meeting of the qualified members convened for that purpose. Any member of the Association in good standing is eligible. Voting shall be by written ballot and a majority of the votes cast for each position shall be necessary for election.

Section 3.

A vacancy in office will be filled by an interim election or may be filled by the President with the concurrence of the Board. The office of President will be automatically filled by the Vice President for the remainder of the term.

Section 4.

The Board of Directors shall have, in addition to the power and authority expressly conferred upon it by these By Laws, the right, power, and authority and obligation to exercise all such powers and to do such acts and things as may be required by the Association, but subject to the provisions of the Charter and the general laws of the State of Florida.

Section 5.

Regular meetings of the Board of Directors shall be held from time to time and at such place as the Board determines. Special meetings may be called by any member of the Board upon five (5) days notice to each Director.

Section 6.

A majority of the members of the Board shall be necessary to constitute a quorum for the transaction of business at a meeting.

Section 7.

The principal duties of the officers are respectively as follows:

PRESIDENT - The President shall preside at all meetings of the membership or of the Board of Directors. He shall see that the BY LAWS, Rules, and regulations of the Association are enforced and shall perform all other duties as may be prescribed from time to time by the Board of Directors. He shall have authority to call meetings of the members and to appoint committees and to delegate duties and responsibilities to such committees. He shall be an ex-officio member of all committees.

VICE PRESIDENT - In the absence of the President, the Vice President shall perform all the duties of the President, including the calling of special meetings, conducting regular and special meetings of the membership and the Board of Directors meeting.

SECRETARY - The Secretary shall keep a record of the proceedings of the Association and Board meetings. He shall issue all notices required by the BY LAWS or as directed by the President. He shall have custody and charge of all papers and records of the Association, and shall perform such other duties as may be prescribed by the Board. In the absence of the President and Vice President, he shall preside at all meetings.

TREASURER - The Treasurer shall have charge of the fiscal affairs of the Association and shall keep all monies, securities, and books of account belonging to the Association. He shall receive and disburse the monies of the Association and shall deposit the same in such banks as may be designated by the Board. All records shall, at reasonable times, be open for inspection by the membership. The Treasurer shall make reports from time to time as required by the Board.

Section 8.

Any officer, for good and valid reasons, may be removed from office by the Board of Directors at any time by a vote of two-thirds (2/3), of all the members of the Board.

ARTICLE V

FUNDS

Section 1.

The operating funds of the Association shall be obtained from assessments of the members based on the projected operating expenses.

Section 2.

All checks, drafts, and other instruments for the withdrawal and disbursement of monies shall be as authorized in Article V, Section 3, and shall bear the signature of the Treasurer, or in his absence, the signature of either the Secretary or the President.

Section 3.

All expenditures in excess of One Hundred Dollars (\$100.00) shall be approved by the Board. Expenditures of One Hundred Dollars (\$100.00) or less may be authorized by the Treasurer.

ARTICLE VI

MEETINGS OF MEMBERS

Section 1.

The Association shall operate on the basis of a fiscal year beginning January 1 and ending the last day of December of each year.

Section 2.

There shall be periodic meetings of the members of the Association. Notice shall be given to all members at least seven days in advance thereof.

Section 3.

Special meetings may be held at any time upon the call of the President, and notice of such meeting will be given at least three days prior to the date of such meeting.

Section 4.

All meetings shall be held at such places and times as shall be determined by the President.

Section 5.

At any regular or special meetings, each member in good standing shall be entitled to vote in person only, and there shall be only one vote per membership.

Section 6.

To constitute a quorum for the transaction of business at any meeting of the members, at least a majority of the members shall be present in person. A majority of such quorum shall decide any question coming before the meeting.

ARTICLE VII

RULES OF PROCEDURE

At all meetings of members, Robert's Rules of Order shall prevail except where these By Laws specifically provide otherwise.

ARTICLE VIII

AFFILIATIONS

The Association may become affiliated and/or federated with other organizations having mutual objectives with the Association, or it may become disassociated with said organization by a majority approval of the Board of Directors.

ARTICLE IX

AMENDMENTS

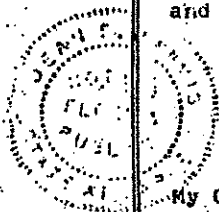
The power to alter, amend, or repeal these Bylaws, or to adopt new Bylaws, insofar as is allowed by law, is vested in the Board of Directors.

Paradise Point

1185 PAR 789

Secretary _____, respectively, of HUCK, INC., to me personally known, this day acknowledged before me that they executed the foregoing document as such officers of said corporation and that they affixed thereto the official seal of said corporation; and I further certify that I know the said persons making said acknowledgments to be the individuals described in and who executed the said document as the act and deed of the said corporation for the purposes therein expressed.

WITNESS my hand and official seal in said County and State this 15th day of June, 1971.



Jean S. Jensen
NOTARY PUBLIC

My Commission Expires:

NOTARY PUBLIC: STATE OF FLORIDA AT 1965
BY COURT'S ORDER: JAN. 15, 1973
BONDED THROUGH FILED BY DISTRICT 2

STATE OF FLORIDA }
COUNTY OF BREVARD } ss

I HEREBY CERTIFY that on this day before me, an officer duly qualified to take acknowledgements, personally appeared LOUIS G. HUCK and ROBIN B. HUCK, his wife, to me known to be the persons described in and who executed the foregoing instrument and acknowledged before me that they executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 15th day of June, 1971.



Jean S. Jensen
NOTARY PUBLIC
FILED IN RECORDS
BREVARD COUNTY, FLA.
JUN 15 1971

This instrument prepared by
Joel S. Moss, Attorney at Law
P. O. Box 370
Melbourne, Florida 32901

1185-PAK 731

TO WHOM IT MAY CONCERN:

BUILDING RESTRICTIONS DEED

Relating to PARADISE POINT NO. 5, according to the plat thereof as recorded in Plat Book 22, Page 123, of the public records of Brevard County, Florida,

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, HUCK INC., a Florida corporation, Brevard County, Florida, is the fee title owner of the following described land, to-wit:

Lots 2, 2A, 3, 3A, 4, 4A, 5, 5A,
6, 7, 8, 9, 10, 11, 12A, 13, 14,
15, 15A, 16, 16A, 17, and 17A,
with lots lettered "A" not considered
as building lots for main dwelling,

and LOUIS C. HUCK, JR., and ROBIN B. HUCK, his wife, are the fee title owners of the following described property, to-wit:

Lot 12;

AND, WHEREAS, the said owners desire to place certain covenants and restrictions upon the use of the aforementioned property, said covenants and restrictions are to run with the title to said lots,

NOW, THEREFORE, for and in consideration of the premises and mutual promises herein made, and other valuable considerations, the said owners for themselves, their successors, legal representatives and assigns, hereby restrict the use, as hereinafter provided, of all the hereinabove described property as follows, to-wit:

1. **DURATION OF RESTRICTIONS:** These covenants are to run with the land and shall be binding on all parties and all persons claiming under them until January 1, 1978, at which time said covenants shall be automatically extended for

successive period of ten (10) years unless by vote of a majority of the then owners of the lots, it is agreed to change said covenants in whole or in part. One vote shall be designated to each lot in said subdivision, with voting rights available only to such owner if he is occupying such lot.

2. **INVALIDITY:** Invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

3. **CONTROL:** For the purpose of insuring the development of the lands platted as PARADISE POINT NO. 5, as an area of high standards, the owner, HUCK INC., reserves the power to control the buildings, structures, and other improvements placed on each lot, and artifacts.

4. **APPROVAL BY REVIEW COMMITTEE:** Whether or not provision therefore is specifically stated in any conveyance of a lot, the owner or occupant of each and every lot, by acceptance of title thereto, or by taking possession thereof, covenants and agrees, for himself, his heirs, administrators, executors, successors or assigns, that no building permit shall be applied for unless prior to that time the owner has submitted to the Review Committee a plot plan of his lot, showing the location of the building, the front and rear setbacks, side yards and location of any auxiliary buildings or sports areas such as pools, tennis courts, etc.; also plans and specifications of the house to be erected. The Review Committee shall, within ten (10) days, give its approval of plot plan and plans and specifications, in writing, or failing to do so, such approval shall be deemed not to have been given. If the Review Committee rejects the plot plan, or house plans, or specifications, the

owner may confer with the Committee on its suggested changes in order to expedite the approval. Such approval shall be a condition precedent to obtaining the permit and proceeding with construction. Erection of the building shall be in strict compliance with the approved plot plan and building plans. Refusal of approval of plans and specifications may be based on any grounds which the Review Committee shall deem sufficient, color schemes, etc. Said committee shall have initial and continuing control over such factors as color schemes, walks, driveways, home and grounds maintenance and all other factors involving the appearance of said Subdivision.

5. RESIDENTIAL USE: All lots in the subdivision shall be known, and described as residential lots. No structure shall be erected, altered, placed, or permitted to remain on any residential building lot other than one detached, single-family dwelling, not to exceed two (2) stories in height, a private garage for not less than two cars, a guest cottage not for rental, a personal work or hobby shop for non-commercial purposes, or patio; tool or game room, exclusively for the use of the lot owner and his guests. No temporary residence shall be constructed, except that a construction shed of a temporary nature shall be permitted on a lot during the course of construction on said lot; provided, however, that such construction shed shall not remain on any lot for a period of more than one hundred fifty (150) days, and no garage or other permitted structure shall be constructed except as an integral part of the residence it is intended to serve, or if detached, simultaneously with or after the main dwelling. The residence shall not be occupied until the complete structure is past final inspection.

6. SWIMMING POOLS: The construction and use of swimming pools having an elevation not exceeding two (2) feet

1185 OCT 784

above normal grade are permitted provided that no excavations for swimming pools shall be nearer than ten (10) feet to any side or rear lot lines or easements of record or nearer than twenty-five (25) feet to the front lot line; provided further that screens for pools, decks or patios shall conform to the building setback limitations. Pools must be constructed by a licensed pool contractor, and shall be enclosed by a fence.

7. TRAILERS PROHIBITED: No trailer or unlicensed motor vehicle may be parked on any lot at any time. No truck, bus or similar vehicle shall be parked on any lot except when rendering a service or making a delivery. Nor shall any motor vehicle be parked overnight in the street. Notwithstanding the foregoing, a trailer or construction shack shall be permitted on the premises after the issuance of a building permit, and for one hundred fifty (150) days thereafter, provided, however, that at no time shall such trailer or shack be used for dwelling purposes. Boats, boat trailers, self-propelled camping vehicles and fold-down camp-trailers shall be permitted on each lot provided same are completely and adequately screened by shrubbery or fences from all roads, adjacent lots and water view.

8. REGULATION OF SIGNS AFTER INITIAL OCCUPANCY: No sign of any character shall be displayed on any lot, except that the Owner or his agent may display on the premises one "For Sale" or "For Rent" sign referring only to the premises on which displayed; provided, said sign shall not exceed three (3) square feet.

9. MINIMUM SIZE OF RESIDENCE: No residence shall be erected on any lot containing a floor area of less than two thousand (2,000) square feet. The method of determining the

square foot area of proposed buildings, structures, or additions or alterations to existing buildings shall be by multiplying the total horizontal dimensions of the buildings or structures at each floor level. Balconies, porches, unglazed porches, patios and terraces shall not be taken into account in calculating the sizes of buildings.

10. **REGULATIONS OF WALLS AND FENCES:** No boundary wall or fence shall be constructed with a height of more than six (6) feet. No wall or fence of any type shall be erected until its materials, design and location have been approved by the Review Committee. The elevation of any wall or fence shall be measured from the existing elevations of the property along the applicable points or lines. Any questions as to the height shall be conclusively determined by the Committee aforesaid.

11. **NUISANCES:** Nothing shall be done on any lot which may be or may become any annoyance or nuisance to the neighborhood or a lot owner. No horses, cattle, swine, goats, poultry, fowl or other such animals shall be kept on any lot. Household pets, exclusive of birds, shall not exceed two in number and shall not be bred for commercial purposes and may not roam free. Garbage cans shall be completely concealed by hedges, lattice work or screening. Clothes lines shall be screened from road and adjacent property, and from water view. Maintenance and use of boats, power mowers and amphibious aircraft shall not be regarded as a nuisance; powered model airplanes shall not be permitted.

12. **DOCKS AND BOATHOUSES:** All structures of this nature must be approved by the Review Committee. They must be of such design as to blend with the dwelling, and must be maintained in a "like-new" condition.

13. EASEMENT: HUCK, INC., its successors and assigns, other than individual lot owners, hereby reserves unto itself a perpetual use, alienable and releasable privilege and right, on, over and under the ground to erect, maintain and use electric or telephone poles, wires, cables, conduits, sewers (storm or sanitary), water mains and other equipment for the conveyance and use of electricity, telephone, gas, water or other public conveniences, utilities or drainage on, in or over the easements reserved as shown on the plat.

14. ROOFS: The roofs shall be cement tile, clay tile, poured masonry, cedar shake, cedar shingle, or built-up roof with stone or gravel having minimum aggregate of not less than one and one-half inch diameter; provided that on outdoor patios, pool roofs and auxiliary structures the roofing may be of other materials to be approved in writing by the Review Committee in its uncontrolled discretion.

15. WINDJAMMER ASSOCIATION: The owners of lots fronting on Windjammer Road shall join an Association known as the Windjammer Association. This Association shall contribute to the maintenance of the road and to the landscaping bordering on and enclosed by Windjammer Road. Each lot owner shall maintain his land to the curb of Windjammer Road. The method of determining contribution shall be as follows: Each lot owner bordering on Windjammer Road shall contribute an amount equal to the cost of such maintenance divided by thirteen (13) and shall include lots 5 through 17. During the time that any lot is occupied by Louis G. and/or Robin B. Huck, the use of lot 12A shall be fully controlled by the said Huck. In the event that the said Huck or Hucks shall sell their property and have no further financial interest in Windjammer Point, then the Windjammer Association will accept a deed to the said Lot 12A for a sum of One Dollar (1.00), and shall operate that lot for the benefit of residents

16. **SIDEWALKS:** No sidewalks running parallel to and adjoining Windjammer road shall be constructed by individual property owners. In the event there is unanimous approval to construct sidewalks by the then owners of the lots located in this subdivision, then and in that event, sidewalks shall be constructed by the developer, its successors or assigns or any other contractor designated by the Review Committee. Cost of construction of sidewalks shall be borne by the property owners at the time said sidewalks are constructed and said cost shall be in proportion to the length of sidewalk within the boundary of each owner's lot.

17. **TELEVISION ANTENNAS:** In the event that a Central TV Antenna and cables therefrom is available to any lot, the owner or owners of the said lot shall not install, and if previously installed, shall remove, any antenna visible from any portion of the property or surrounding water. The owner shall pay the pro-rata cost and construction on his lot of such facility, not to exceed two hundred dollars (\$200.00). Cost of maintenance is to be borne pro-rata.

18. **REVIEW COMMITTEE DISCRETION:** The Review Committee shall have the power to modify the regulations and restrictions contained herein whenever, in its discretion, such modification will eliminate hardship, or in their judgment, will be beneficial to the sites affected by the modification, and to the immediate area thereof.

19. **THE REVIEW COMMITTEE:** The Review Committee referred to herein shall be composed of Directors of HUCK INC., and each Director may transfer or assign his rights herein.

RECORDS and 788

20. REMEDIES FOR VIOLATION: For a violation of a breach of any of these restrictions by any person claiming by, through or under the owner, or by virtue of any judicial proceedings, the Review Committee, or the lot owners, shall have the right to proceed at law or in equity to compel a compliance with the terms hereof, or to prevent the violation or breach of any of them. The failure promptly to enforce any of the restrictions shall not bar their enforcement. The invalidation of any one or more of the restrictions by any court of competent jurisdiction in no wise shall affect any of the other restrictions, but they shall remain in full force and effect. Legal fees incurred in the protection of these restrictions shall be paid by the defendant in a lawsuit successfully prosecuted, and failing payment, shall become a lien on the property of the defendant.

IN WITNESS WHEREOF the undersigned have hereunto set their hands and seals this 15th day of June 1971.

Attest:

Robin B. Huck
Secretary

HUCK, (S)

By: [Signature]
President



Signed, sealed and delivered in the presence of:

Joel S. Moss

LOUIE C. HUCK

(SEAL)

Joan S. Jensen

ROBIN B. HUCK

(SEAL)

STATE OF FLORIDA }
COUNTY OF BREVARD } ss

I, an officer duly authorized to administer oaths

This instrument prepared by:
Joel S. Moss, Attorney at Law
P.O. Box 370
Melbourne, Florida 32901

This Indenture

1311 PAGE 369

Wherever used herein, the term "party" shall include the heirs, personal representatives, successors and/or assigns of the respective parties herein, the use of the singular number shall include the plural, and the plural the singular, the sex, of any gender shall include all genders, and, if used, the term "male" shall include all the males herein described if more than one.

Made this 25th day of January A. D. 19 73
Between
HUCK, INCORPORATED, a Florida corporation

Brevard and State of Florida, party of the first part,
and
THE WINDJAMMER ASSOCIATION, INC., a Florida corporation
P. O. Box 3036, Indianlan

Brevard and State of Florida, party of the second part,
Witnesseth, that the said party of the first part, for and in consideration of the sum of TEN Dollars, in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, has remised, released and quitclaimed, and by these presents does remise, release and quitclaim unto the said party of the second part all the right, title, interest claim and demand which the said party of the first part has in and to the following described lot, piece or parcel of land, situate lying and being in the County of Brevard State of Florida, to wit:

Windjammer Road Right of Way and a parcel described as 12-A, as located within PARADISE POINT No. 5, a Brevard County subdivision, according to the Plat thereof as recorded in Plat Book 22, page 123, public records of Brevard County, Florida.

STATE OF FLORIDA DOCUMENTARY STAMP TAX \$00.30

BREVARD COUNTY 101237
FLORIDA DEPT. OF REVENUE JAN 26 73 RB. 10021 DOCUMENTARY SUR TAX \$00.55

FILED AND RECORDED BREVARD COUNTY, FLA. 1973 JAN 26 AM 9 40 820760

To Have and to Hold the same, together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest and claim whatsoever of the said party of the first part, either in law or equity, to the only proper use, benefit and behoof of the said party of the second part.

In Witness Whereof, the said party of the first part has hereunto set his hand and seal this day and year first above written.

Signed, Sealed and Delivered in Our Presence:

Joel S. Moss
Joel S. Moss

HUCK, INCORPORATED
[Signature]

State of Florida,
County of BREVARD

I HEREBY CERTIFY, That on this day personally appeared before me, an officer duly authorized to administer oaths and take acknowledgments,

L.C. Huck, Jr., president of Huck, Incorporated,

to me well known to be the person described in and who executed the foregoing instrument and he acknowledged before me that he executed the same freely and voluntarily for the purposes therein expressed.

WITNESS my hand and official seal at Melbourne, Florida, this 25th day of January A. D. 19 73.

Joel S. Moss
Notary Public
My Commission

STATE OF FLORIDA, COUNTY OF BREVARD
I HEREBY CERTIFY that the above is a true copy of the original filed in the office of
SCOTT ELLIS, Clerk of the County of Brevard
JAN 22 2013



STATE OF FLORIDA

DEPARTMENT OF STATE



I, RICHARD (DICK) STONE, Secretary of State of the State of Florida, do hereby certify that the following is a true and correct copy of

CERTIFICATE OF INCORPORATION

OF

WINDJAMMER ASSOCIATION, INC.

a corporation not for profit organized and existing under the Laws of the State of Florida, filed on the 3rd day of January A.D., 1973 as shown by the records of this office.

GIVEN under my hand and the Great Seal of the State of Florida, at Tallahassee, the Capital, this the 5th day of January, A.D., 1973.



Richard (Dick) Stone

SECRETARY OF STATE

ARTICLES OF INCORPORATION

OF

WINDJAMMER ASSOCIATION, INC.

(A Corporation not for Profit)

In order to form a corporation under and in accordance with the provisions of the laws of the State of Florida for the formation of 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:

I.

NAME

The name of this corporation is Windjammer Assoc
Inc.

II.

PURPOSES

The general purpose and the objects of this corporation are to secure the spirit of unity among home owners who are interested in the orderly development, growth and progress of their community.

III.

MEMBERSHIP

The membership of this corporation shall constitute all persons hereinafter named as subscribers and such other persons as, from time to time hereafter, may become members, in the manner provided in the by-laws.

IV.

TERM OF EXISTENCE

This corporation is to exist perpetually.

FILED
JAN 3 2 37 PM '13
SECRETARY OF STATE
TALLAHASSEE FLORIDA

V.

SUBSCRIBERS

The names and residences of the subscribers to these

Articles of Incorporation are:

Louis C. Huck, Jr.	Windjammer Road Merritt Island, Florida c/o Box 3036 Indianalantic, Florida
Robert A. Collins	909 D South Colonial Court Indian Harbour Beach, Fla.
David F. Loomis	10885 Windjammer Road Merritt Island, Florida

VI.

A. The officers of the corporation shall be a President, Vice President, a Secretary, a Treasurer, and such other officers as may be provided in the bylaws.

B. The names of the persons who are to serve as officers of the corporation until the first meeting of the Board of Directors are:

<u>Office</u>	<u>Name</u>
President	Louis C. Huck, Jr.
Vice President/ Secretary	Robert A. Collins
Treasurer	David F. Loomis

C. The officers shall be elected at the annual meeting of the Board of Directors or as provided in the bylaws.

VII.

BOARD OF DIRECTORS

A. The business affairs of this corporation shall be managed by the Board of Directors. This corporation shall have 3 directors initially. The number of directors may be increased from time to time, by the bylaws, but shall never be less than one.

B. The Board of Directors shall be members of the corporation.

C. Members of the Board of Directors shall be elected and hold office in accordance with the bylaws.

D. The names and addresses of the persons who are to serve as directors for the ensuing year, or until the first annual meeting of the corporation are:

<u>Name</u>	<u>Residence</u>
Louis C. Huck, Sr.	Windjammer Road Merritt Island, Florida c/o Box 3036 Indianalantic, Florida
Robert A. Collins	909 D. South Colonial Court Indian Harbour Beach, Florida
David F. Loomis	10985 Windjammer Road Merritt Island, Florida

VIII.

BY-LAWS

A. The Board of Directors of this corporation may provide such by-laws for the conduct of its business and the carrying out of its purposes as they may deem necessary from time to time.

B. Upon proper notice the by-laws may be amended, altered or rescinded by a majority vote of those members of the Board of Directors present at any regular meeting or any special meeting called for that purpose.

IX.

AMENDMENTS

A. These Articles of Incorporation may be amended at a special meeting of the membership called for that purpose, by a two-thirds vote of those present.

B. Amendments may also be made at a regular meeting of the membership upon notice given, as provided in the by-laws, of intention to submit such amendments.

X.

LOCATION

The principal location of this corporation shall be at: Windjammer Road, Merritt Island, Florida, c/o Box 3036, Indialantic, Florida.

XI.

POWERS

This corporation shall have all the powers given to it by the laws of the State of Florida, now or hereafter, and any specific powers herein enumerated shall not be construed as a limitation upon the powers of the corporation.

XII.

NON PROFIT STATUS

No part of the net earnings of the corporation shall inure to the benefit of any individual member.

IN WITNESS WHEREOF, we, the undersigned subscribing
incorporators, have hereunto set our hands and seals, this 12th
day of December, 1972, for the purpose of forming this
corporation not for profit under the laws of the State of Florida.

Louis C. Huck, Jr. (SEAL)

Robert A. Collins (SEAL)

David F. Loomis (SEAL)

STATE OF FLORIDA

COUNTY OF BREVARD

BEFORE ME, a Notary Public duly authorized in the State
and County above named to take acknowledgements, personally
appeared LOUIS C. HUCK, JR., ROBERT A. COLLINS, and DAVID F. LOOMIS,
to me known to be the persons described as subscribers in and who
executed the foregoing Articles of Incorporation, and they
acknowledged before me that they executed and subscribed to these
Articles of Incorporation.

WITNESS my hand and official seal in the county and state
named above this 12th day of December, 1972.

Stanley Russell
Notary Public

My Commission expires:

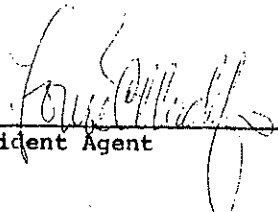
NOTARY PUBLIC, STATE OF FLORIDA at LARGE
MY COMMISSION EXPIRES OCT. 7, 1974
BONDED THROUGH FRED W. DIESELHORST

CERTIFICATE DESIGNATING RESIDENT AGENT

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

That, WINDJAMMER ASSOCIATION, INC., desiring to organize under the laws of the State of Florida, with its principal office, as indicated in the Articles of Incorporation in Merritt Island, County of Brevard, State of Florida, has named Louis C. Huck, Jr., whose address is Windjammer Road, Merritt Island, Brevard County, Florida, c/o Box 3036, City of Indialantic, Brevard County, 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.



Resident Agent

FILED
JAN 3 2 37 PM '73
OFFICE OF STATE
TALLAHASSEE, FLORIDA