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MEX

ARTICLES OF INCORPORATION

OF

SEAPORT MASTER ASSOCIATION, INC.

The undersigned do hereby associate themselves for the purpose of forming a corporation. Pursuant to the provisions and the laws of the State of Florida, we certify as follows:

ARTICLE I

The name of this Corporation is SEAPORT MASTER ASSOCIATION, INC., hereinafter called the "Association".

ARTICLE II

The principal office of the Association is located at 200 Ocean Avenue, Suite 201, Melbourne Beach, Florida 32951.

ARTICLE III

James L. Reinman, whose address is 1825 S. Riverview Drive, Melbourne, Florida 32901, is hereby appointed initial registered agent of the Association.

ARTICLE IV

PURPOSE AND POWERS OF THE ASSOCIATION

This Association does not contemplate pecuniary gain or profit to the members thereof, and the specific purposes for which it is formed are to provide for maintenance and preservation of the Common Area within that certain tract of land described on Exhibit A attached hereto and to promote the health, safety and welfare of the residents within the property described in Exhibits B and C attached hereto and any additions thereto as may be brought within the jurisdiction of this Association for this purpose to:

(a) exercise all of the powers and privileges and to perform all of the duties and obligations of the Association as set forth in that certain Declaration of Covenants and Conditions, hereinafter called the "Declaration", applicable to the property and recorded or to be recorded in the Office of the Clerk of Circuit Court, Brevard County, Florida and as the same may be amended from time to time as therein provided, said Declaration being incorporated herein as if set forth at length;

(b) fix, levy, collect and enforce payment by any lawful means of all charges or assessments pursuant to the terms of the Declaration; to pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of the Association, including all licenses, taxes or governmental charges levied or imposed against the property of the Association.

(c) acquire (by gift, purchase or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use or otherwise dispose of real or personal property in connection with the affairs of the Association.

(d) borrow money, and with the assent of 100 percent of each class of members mortgage, pledge, deed in trust, or hypothecate any or all of its real debts incurred;

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(e) dedicate, sell or transfer all or any part of the Common Area to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument has been signed by 100 percent of each class of members, agreeing to such dedication, sale or transfer;

(f) participate in mergers and consolidations with other non-profit corporations for the same purpose or annex additional residential property and Common Area.

(g) have and to exercise any and all powers, rights and privileges which a corporation organized under the corporation not for profit law of the State of Florida by law may now or hereafter have or exercise.

ARTICLE V

MEMBERSHIP

Initially, the only member of the Association shall be The Villages of Seaport Condominium Association, Inc., a non-profit corporation formed pursuant to Florida Statutes Chapter 718 to operate a condominium which may be established within the property described in Exhibit B attached hereto. At such time as another condominium is established within the property described in Exhibit C attached hereto and another condominium association (hereinafter referred to as the Seaport Oceanfront Condominium Association) is formed to operate that condominium, then at that time the membership of the Association shall consist of both The Villages of Seaport Condominium Association, Inc. and the Seaport Oceanfront Condominium Association.

ARTICLE VI

VOTING RIGHTS

The Association shall have two classes of voting membership:

Class A. The Class A member shall be The Villages of Seaport Condominium Association Inc., and shall be entitled to two votes. The votes for such member shall be exercised as it determines.

Class B. The Class B member shall be Seaport Oceanfront Condominium Association (upon its creation) and shall be entitled to one vote.

Both members shall appoint a representative to attend membership meetings and cast the vote(s) for that member.

ARTICLE VII

BOARD OF DIRECTORS

The affairs of this Association shall be managed by a Board of three (3) Directors, who need not be members of the Association. The number of directors may be changed by amendment of the By-Laws of the Association. The names and addresses of the persons who are to act in the capacity of directors until the selection of their successors are:

Brian Sparks 200 Ocean Avenue
Melbourne Beach, Florida 32951

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James L. Reinman 1825 S. Riverview Drive
Melbourne, Florida 32901

Craig Scott 200 Ocean Avenue
Melbourne Beach, Florida 32951

At the first annual meeting of directors the members shall elect three (3) directors for a term of one (1) year.

ARTICLE VIII

OFFICERS

The officers of this Association shall be a President, a vice-president, who shall at all times be members of the Board of Directors, a secretary and a treasurer, and such other officers as the Board may from time to time by resolution create. At any one time, one Director may hold a combination of any two offices.

The names and addresses of the persons who are to act as the initial officers until their successors are elected are:

<u>OFFICE</u>	<u>NAME</u>
President	Brian Sparks 200 Ocean Avenue Melbourne Beach, FL 32951
Vice-President	James L. Reinman 1825 S. Riverview Drive Melbourne, FL 32901
Secretary/Treasurer	Craig Scott 200 Ocean Avenue Melbourne Beach, FL 32951

The election of officers shall take place at the first meeting of the Board of Directors and the first annual meeting of the Board of Directors following the first annual meeting of the members thereafter.

ARTICLE IX

AMENDMENTS TO BY-LAWS

Section 1. The By-Laws may be amended, at a regular or special meeting of the members, by a vote of a majority of a quorum of members present in person or by proxy.

Section 2. In the case of any conflict between the Articles of Incorporation and the By-laws, the Articles shall control; and in the case of any conflict between the Declaration of Covenants and Condition and the by-Laws, the Declaration shall control.

ARTICLE X

DISSOLUTION

The Association may be dissolved with the assent given in writing and signed by not less than 100 percent of each class of members. Upon dissolution of the Association, other than incident to a merger or consolidation, the assets of the Association shall be dedicated to the appropriate public agency to be used for purposes similar to those for which this Association was created. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any non-profit

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corporation, association, trust or other organization to be devoted to such similar purposes.

ARTICLE XI

DURATION

The corporation shall exist perpetually.

ARTICLE XII

AMENDMENTS

Amendment of these Articles shall require the assent of two-thirds (2/3) of the entire membership. However, no amendment shall be made which unreasonably or unduly discriminates against or prejudices any member or class of members in any way.

ARTICLE XIII

SUBSCRIBERS

The subscribers to these Articles are as follows:

Brian Sparks	200 Ocean Avenue, Suite 201 Melbourne Beach, FL 32951
James L. Keirman	1825 S. Riverview Drive Melbourne, FL 32901
Craig Scott	200 Ocean Avenue, Suite 201 Melbourne Beach, FL 32951

IN WITNESS WHEREOF, for the purpose of forming this corporation under the laws of the State of Florida, we the undersigned, constituting the incorporators of this Association, have executed these Articles of Incorporation this _____ day of _____, 1984.

BRIAN SPARKS, Director and
Subscriber

JAMES L. KEIRMAN, Director and
Subscriber

CRAIG SCOTT, Director and
Subscriber

STATE OF FLORIDA
COUNTY OF BREVARD

I HEREBY CERTIFY that on this day before me, an officer duly authorized in the State and County aforesaid to take acknowledgements personally appeared BRIAN SPARKS, as Director for Seaport Master Association, Inc.

WITNESS my hand and seal in the State and County last aforesaid this _____ day of _____ 1984.

Notary Public

My commission expires:

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STATE OF FLORIDA
COUNTY OF BREVARD

I HEREBY CERTIFY that on this day before me, an officer
duly authorized in the State and County aforesaid to take
acknowledgements personally appeared JAMES L. REINMAN, as
Director for Seaport Master Association, Inc.

WITNESS my hand and seal in the State and County last
aforesaid this _____ day of _____ 1984.

Notary Public

My commission expires:

STATE OF FLORIDA
COUNTY OF BREVARD

I HEREBY CERTIFY that on this day before me, an officer
duly authorized in the State and County aforesaid to take
acknowledgements personally appeared CRAIG SCOTT, as
Director for Seaport Master Association, Inc.

WITNESS my hand and seal in the State and County last
aforesaid this _____ day of _____ 1984.

Notary Public

My commission expires.

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ARTICLES OF INCORPORATION

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James L. Reinman, whose address is 1825 S. Riverview Drive, Melbourne, Florida 32901, is hereby appointed initial registered agent of the Association.

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This Association does not contemplate pecuniary gain or profit to the members thereof, and the specific purposes for which it is formed are to provide for maintenance and preservation of the Common Area within that certain tract of land described on Exhibit A attached hereto and to promote the health, safety and welfare of the residents within the property described in Exhibits B and C attached hereto and any additions thereto as may be brought within the jurisdiction of this Association for this purpose to:

(a) exercise all of the powers and privileges and to perform all of the duties and obligations of the Association as set forth in that certain Declaration of Covenants and Conditions, hereinafter called the "Declaration", applicable to the property and recorded or to be recorded in the Office of the Clerk of Circuit Court, Brevard County, Florida and as the same may be amended from time to time as therein provided, said Declaration being incorporated herein as if set forth at length;

(b) fix, levy, collect and enforce payment by any lawful means of all charges or assessments pursuant to the terms of the Declaration; to pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of the Association, including all licenses, taxes or governmental charges levied or imposed against the property of the Association.

(c) acquire (by gift, purchase or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use or otherwise dispose of real or personal property in connection with the affairs of the Association.

(d) borrow money, and with the assent of 100 percent of each class of members mortgage, pledge, deed in trust, or hypothecate any or all of its real debts incurred;

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(e) dedicate, sell or transfer all or any part of the Common Area to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument has been signed by 100 percent of each class or members, agreeing to such dedication, sale or transfer;

(f) participate in mergers and consolidations with other non-profit corporations for the same purpose or annex additional residential property and Common Area.

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Melbourne Beach, Florida 32951

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James L. Reinman 1825 S. Riverview Drive
Melbourne, Florida 32901

Craig Scott 200 Ocean Avenue
Melbourne Beach, Florida 32951

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<u>OFFICE</u>	<u>NAME</u>
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Vice-President	James L. Reinman 1825 S. Riverview Drive Melbourne, FL 32901
Secretary/Treasurer	Craig Scott 200 Ocean Avenue Melbourne Beach, FL 32951

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Section 2. In the case of any conflict between the Articles of Incorporation and the By-laws, the Articles shall control; and in the case of any conflict between the Declaration of Covenants and Condition and the By-Laws, the Declaration shall control.

ARTICLE X

DISSOLUTION

The Association may be dissolved with the assent given in writing and signed by not less than 100 percent of each class of members. Upon dissolution of the Association, other than incident to a merger or consolidation, the assets of the Association shall be dedicated to the appropriate public agency to be used for purposes similar to those for which this Association was created. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any non-profit

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corporation, association, trust or other organization to be devoted to such similar purposes.

ARTICLE XI

DURATION

The corporation shall exist perpetually.

ARTICLE XII

AMENDMENTS

Amendment of these Articles shall require the assent of two-thirds (2/3) of the entire membership. However, no amendment shall be made which unreasonably or unduly discriminates against or prejudices any member or class of members in any way.

ARTICLE XIII

SUBSCRIBERS

The subscribers to these Articles are as follows:

Brian Sparks	200 Ocean Avenue, Suite 201 Melbourne Beach, FL 32951
James L. Reinman	1825 S. Riverview Drive Melbourne, FL 32901
Craig Scott	200 Ocean Avenue, Suite 201 Melbourne Beach, FL 32951

IN WITNESS WHEREOF, for the purpose of forming this corporation under the laws of the State of Florida, we the undersigned, constituting the incorporators of this Association, have executed these Articles of Incorporation this _____ day of _____, 1984.

BRIAN SPARKS, Director and
Subscriber

JAMES L. REINMAN, Director and
Subscriber

CRAIG SCOTT, Director and
Subscriber

STATE OF FLORIDA
COUNTY OF BREVARD

I HEREBY CERTIFY that on this day before me, an officer duly authorized in the State and County aforesaid to take acknowledgements personally appeared BRIAN SPARKS, as Director for Seaport Master Association, Inc.

WITNESS my hand and seal in the State and County last aforesaid this _____ day of _____ 1984.

Notary Public

My commission expires:

OF:

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STATE OF FLORIDA
COUNTY OF BREVARD

I HEREBY CERTIFY that on this day before me, an officer duly authorized in the State and County aforesaid to take acknowledgements personally appeared JAMES L. REINMAN, as Director for Seaport Master Association, Inc.

WITNESS my hand and seal in the State and County last aforesaid this _____ day of _____ 1984.

Notary Public

My commission expires:

STATE OF FLORIDA
COUNTY OF BREVARD

I HEREBY CERTIFY that on this day before me, an officer duly authorized in the State and County aforesaid to take acknowledgements personally appeared CRAIG SCOTT, as Director for Seaport Master Association, Inc.

WITNESS my hand and seal in the State and County last aforesaid this _____ day of _____ 1984.

Notary Public

My commission expires:

BYLAWS

OF

SEAPORT MASTER ASSOCIATION, INC.

ARTICLE I

NAME AND LOCATION

The name of the corporation is SEAPORT MASTER ASSOCIATION, INC., hereinafter referred to as the "Association". The principal office of the corporation shall be located at 200 Ocean Avenue, Melbourne Beach, Florida 32951, but meetings of members and directors may be held at such places within the State of Florida, County of Brevard, as may be designated by the Board of Directors.

ARTICLE II

DEFINITIONS

Section 1. "Association" shall mean and refer to SEAPORT MASTER ASSOCIATION, INC.

Section 2. "Properties" shall mean and refer to that certain real property described in Exhibits B and C to the Declaration of Covenants and Conditions and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 3. "Common Area" shall mean all real property (including the improvements thereto) owned by the Association for the common use and enjoyment of the owners as described in Exhibit A to the Declaration of Covenants and Conditions.

Section 4. "Unit" shall mean and refer to the fee simple title to any condominium unit created within the Properties.

Section 5. "Declarant" shall mean and refer to MAXI-HOMES VENTURES, a Florida joint venture, d/b/a Maxi-Homes of America, Inc., its successors and assigns if such successors and assigns should acquire all or any of the Properties from the Declarant for the purpose of development.

Section 6. "Member" shall mean and refer to those entities entitled to membership as provided in the Declaration.

Section 7. "Declaration" shall mean and refer to the Declaration of Covenants and Conditions applicable to the Properties and the Common Area recorded in the public records of Brevard County, Florida.

ARTICLE III

MEETING OF MEMBERS

Section 1. Annual Meetings. The annual meeting of the members shall be held at eight o'clock p.m. on the third Tuesday in February of each year, or at such other time in the months of January or February of each year as shall be selected by the Board and as contained in the notice of such meeting. If the day for the annual meeting of the members is a legal holiday, the meeting will be held at the same hour on the first day following which is not a legal holiday.

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Section 2. Special Meetings. Special meetings of the members may be called at any time by the president or by the Board of Directors or upon written request of the members who are entitled to vote one-third (1/3) of all the votes of the membership.

Section 3. Notice of Meetings. Written notice of each meeting of the members shall be given by, or at the direction of, the secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least 15 days before such meeting to each member entitled to vote thereat, addressed to the member's address last appearing on the books of the Association, or supplied by such member to the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting, and in the case of a special meeting, the purpose of the meeting.

Section 4. Quorum. The presence at the meeting of members entitled to cast, or of proxies entitled to cast, two-thirds (2/3) of the votes of the entire membership shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration, or these By-Laws. If, however, such quorum shall not be present or represented at any meeting, the members entitled to vote thereat shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or represented.

Section 5. Proxies. At all meetings of members, each member may vote in person or by proxy. All proxies shall be in writing and filed with the secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the member of his unit or projected unit.

ARTICLE IV

BOARD OF DIRECTORS: SELECTION: TERM OF OFFICE

Section 1. Number. The affairs of this Association shall be managed by a Board of three (3) directors, two of which shall be appointed by the Class A member and one of which shall be appointed by the Class B member.

Section 2. Term of Office. At each annual meeting the members shall appoint three directors as described above for a term of one year.

Section 3. Removal. Any director may be removed from the Board, with or without cause, by a unanimous vote of the members of the Association. In the event of death, resignation or removal of a director, the member of the Association who appointed him shall appoint his successor who shall serve for the unexpired term of his predecessor.

Section 4. Compensation. No director shall receive compensation for any service he may render to the Association. However, any director may be reimbursed for his actual expenses incurred in the performance of his duties.

Section 5. Action Taken Without a Meeting. The directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all the directors or by obtaining verbal approval by telephone. Any action so approved shall have the same effect as though taken at a meeting of the directors.

ARTICLE V

APPOINTMENT OF REPRESENTATIVES AND DIRECTORS

Section 1. Representatives. Each member shall appoint a representative to attend membership meetings to cast the vote(s) of that member. Such representative may also be a Director of the Association.

Section 2. Directors. At the annual meeting of the membership of the Association or as otherwise required by these By-Laws, the Class A member shall through its representative, appoint two (2) Directors of the Association and the Class B member shall through its representative, appoint one (1) Director of the Association.

ARTICLE VI

MEETINGS OF DIRECTORS

Section 1. Regular Meetings. Regular meetings of the Board of Directors shall be held monthly without notice at such place and hour as may be fixed from time to time by resolution of the Board. Should said meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday.

Section 2. Special Meetings. Special meetings of the Board of Directors shall be held when called by the president of the Association, or by any director, after not less than three (3) days notice to each director.

Section 3. Quorum. A majority of the number of directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the board.

ARTICLE VII

POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 1. Powers. The Board of Directors shall have power to:

(a) adopt and publish rules and regulations governing the use of the Common Area and facilities, and the personal conduct of the owners or lessors of Units and their guests thereon, and to establish penalties for the infraction thereof;

(b) exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these By-Laws, the Articles of Incorporation, or the Declaration;

(c) declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board of Directors; and

(d) employ a manager, an independent contractor, or such other employees as they deem necessary, and to prescribe their duties.

Section 2. Duties. It shall be the duty of the board of Directors to:

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(a) cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the members at the annual meeting or the members, or at any special meeting when such statement is requested in writing by either of the members;

(b) supervise all officers, agents and employees of this Association, and to see that their duties are properly performed;

(c) as more fully provided in the Declaration, to:

(1) fix the amount of the annual assessment against each member at least thirty (30) days in advance of each annual assessment period;

(2) send written notice of each assessment to each member subject thereto at least thirty (30) days in advance of each annual assessment period; and

(3) if any assessment is not paid within thirty (30) days after due date to bring an action at law against the member obligated to pay the same.

(d) procure and maintain adequate liability and hazard insurance on property owned by the Association;

(e) cause all officers or employees having fiscal responsibilities to be bonded as it may deem appropriate; and

(f) cause the Common Area to be maintained for the use and benefit of owners of Units or their lessors and guests of such owners or lessors only.

ARTICLE VIII

OFFICERS AND THEIR DUTIES

Section 1. Enumeration of Officers. The officers of this Association shall be a president and vice-president, who shall at all times be members of the Board of Directors, a secretary, and a treasurer, and such other officers as the Board may from time to time by resolution create.

Section 2. Election of Officers. The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the members.

Section 3. Term. The officers of this Association shall be elected annually by the Board and each shall hold office for one (1) year unless he shall sooner resign, or shall be removed, or otherwise disqualified to serve.

Section 4. Special Appointments. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

Section 5. Resignation and Removal. Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time giving written notice to the Board, the president or the secretary. Such resignation shall take effect on the date of receipt of such other notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

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Section 6. Vacancies. A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

Section 7. Multiple Offices. The offices of secretary and treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices except in the case of special offices created pursuant to Section 4 of this Article.

Section 8. Duties. The duties of the officers are as follows:

PRESIDENT

(a) The president shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds and other written instruments and shall co-sign all checks and promissory notes.

VICE-PRESIDENT

(b) The vice-president shall act in the place and stead of the president in the event of his absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required by him by the Board.

SECRETARY

(c) The secretary shall record the votes and keep the minutes of all meetings and proceedings of the board and of the members; keep the corporate seal of the Association and affix it on all papers requiring said seal; serve notice of meetings of the board and of the members; keep appropriate current records showing the members of the Association together with their addresses, and shall perform such other duties as required by the Board.

TREASURER

(d) The treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; shall sign all checks and promissory notes of the Association; keep proper books of account; cause an annual audit of the Association books to be made by a public accountant at the completion of each fiscal year; and shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting, and deliver a copy of each to the members.

ARTICLE IX

COMMITTEES

The Board of Directors may appoint committees as deemed appropriate in carrying out its purpose.

ARTICLE X

BOOKS AND RECORDS

The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any member. The Declaration, the Articles of Incorporation and the by-Laws of the Association shall be

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available for inspection by any member at the principal office of the Association, where copies may be purchased at reasonable cost.

ARTICLE XI

ASSESSMENTS

As more fully provided in the Declaration, each member is obligated to pay to the Association annual and special assessments. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the rate of twelve percent (12%) per annum, and the Association may bring an action at law against the member obligated to pay the same and interest, costs, and reasonable attorneys' fees of any such action shall be added to the amount of such assessment. No member may waive or otherwise escape liability for the assessments provided for herein by nonuse of the Common Area.

ARTICLE XII

CORPORATE SEAL

The Association shall have a seal in circular form having within its circumference the words SEAPORT MASTER ASSOCIATION, INC. - Corporation not for profit.

ARTICLE XIII

AMENDMENTS

Section 1. These By-Laws may be made, altered or rescinded at a regular or special meeting of the members, by a vote of a majority of a quorum of members present in person or by proxy.

Section 2. In the case of any conflict between the Articles of Incorporation and these By-Laws, the Articles shall control; and in the case of any conflict between the Declaration and these By-Laws, the Declaration shall control; and in the case of any conflict between the Declaration and the Articles, the Declaration shall control.

ARTICLE XIV

MISCELLANEOUS

The fiscal year of the Association shall begin on the first day of January and end on the 31st day of December of every year, except that the first fiscal year shall begin on the date of incorporation.

IN WITNESS WHEREOF, we, being all of the directors of the SEAPORT MASTER ASSOCIATION, INC., have hereunto set our hands this ___ day of _____, 1984.

BRIAN SPARKS

JAMES L. REINMAN

CRAIG SCOTT

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CERTIFICATION

I, the undersigned, do hereby certify:

That I am the duly elected secretary of the SEAPORT
MASTER ASSOCIATION, INC., a Florida corporation, and

That the foregoing By-Laws constitute the original
By-Laws of said Association, as duly adopted at a meeting of
the Board of Directors thereof, held on the _____ day of
_____, 1984.


Secretary

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RULES AND REGULATIONS OF THE SEAPORT OCEANFRONT, A CONDOMINIUM

1. The personal property of all unit owners shall be stored within their condominium units, or in their storage space.
2. The sidewalks, entrances, corridors and stairways of apartment buildings shall not be obstructed or used for any other purpose than ingress to and egress from apartment units.
3. None of the common elements of the condominium shall be decorated or furnished by any apartment owner or resident.
4. Unit owners are specifically cautioned that their right to make any addition, change, alteration or decoration to the exterior appearance of any portion of an apartment building including balconies appurtenant to apartments, is subject to the provisions of the DECLARATION of CONDOMINIUM.
5. All garbage and refuse is to be deposited only in the facilities provided for that purpose.
6. The parking facilities shall be used in accordance with the DECLARATION of CONDOMINIUM and with the regulations adopted by the Management Firm (if any), as previously provided, and thereafter, by the Board of Directors. No vehicle which cannot operate on its own power or which does not have a current registration shall be parked on the premises except in the designated parking area, and then for a period of no longer than 48 hours, or the ASSOCIATION may have such vehicle towed away and stored at the owner's expense. No repair of vehicles shall be allowed on the condominium premises. Washing of vehicles is permitted only in areas designated by the ASSOCIATION. An apartment owner may not lease or assign his parking space except in conjunction with a lease of his apartment, which lease has been approved in accordance with the provisions of the DECLARATION of CONDOMINIUM. All automobiles upon the premises must be maintained in a sightly condition, free from excessive rust, corrosion, broken glass, and other damage.
7. Apartment owners, residents, their families, guests, servants, employees, agents and visitors shall not at any time or for any reason whatsoever, enter upon or attempt to enter upon the roof of any building.
8. No garbage cans, supplies, milk bottles, or other articles shall be placed on the balconies, terraces or porches, or on the staircase landings, nor shall any lines, cloths, clothing, curtains, rugs, mops or laundry of any kind or other articles be shaken or hung from any of the windows, doors or balconies, terraces, porches, or fences, exposed on any part of the common elements. Fire exits shall not be obstructed in any manner and the common elements shall be kept free and clear of rubbish, debris and other unsightly material.
9. Servants and domestic help of the unit owners may not gather or lounge in the public areas of the buildings or grounds, or pool facilities or recreational facilities, unless accompanied by a Unit Owner/Tenant or member of his family.
10. No unit owner shall make or permit any disturbing noises in any building by himself, his family, servants, employees, agents, visitors, and licensees, nor do or permit anything by such persons that will interfere with the

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rights, comforts or convenience of the unit owners. No unit owner shall play upon or suffer to be played upon any musical instrument, or operate or suffer to be operated, a phonograph, television, radio or sound amplifier, in his unit, in such manner as to disturb or annoy other occupants of the condominium. No unit owner shall conduct, or permit to be conducted, vocal or instrumental instruction at any time.

11. No antenna or aerial installation, or other wiring, shall be made without the written consent of the Management Firm, as long as any Management Agreement is in effect, and thereafter, by the Board of Directors. Any antenna or aerial erected or installed on the roof or exterior walls of a building, without the consent of the Management Firm (if any), or, the Board of Directors, if no Management Firm has been designated, in writing, is liable to removal without notice and at the cost of the unit owner for whose benefit the installation was made.

12. No sign, advertisement, notice or other lettering shall be exhibited, displayed, inscribed, painted or affixed in, or on any part of the condominium unit, limited common elements, or condominium property by any unit owner or occupant without written permission of the Management Firm, and thereafter, the ASSOCIATION. The foregoing includes signs within a unit which are visible from outside the unit and the foregoing includes posters, advertisements or circulars upon the condominium property, including common elements, limited common elements, units or vehicles parked upon the condominium property, and distributing advertisements or circulars to units within the condominium.

13. No awning, canopy, shutter, or other projection, shall be attached to or placed upon the outside walls or doors or roof of a building, without the written consent of the Management Firm, as long as any Management Agreement is in effect, and thereafter, of the Board of Directors of the ASSOCIATION. Balconies, terraces or porches may not be screened or enclosed in any manner. Nor shall there be permitted any affixtures to the walls within such balconies, terraces or porches except with the prior written consent of the Management Firm and thereafter, the ASSOCIATION, and said consent may be given as to certain units and not given as to others. The type of screening or enclosure and the manner of installation is subject to the written consent of the Management Firm, as long as the Management Agreement remains in effect, and thereafter, the Board of Directors of the ASSOCIATION. Notwithstanding the foregoing, the DEVELOPER has the paramount right to determine the type of screening or enclosure to be used and the manner of installation as to said balconies, terraces or porches.

14. The ASSOCIATION may retain a pass-key to all units. No unit owner or occupant shall alter any lock or install a new lock, without the written consent of the Management Firm, and thereafter, the Board of Directors of the ASSOCIATION. Where such consent is given, the unit owner shall provide the Management Firm and the ASSOCIATION with an additional key for the use of the ASSOCIATION, pursuant to its right of access.

15. Complaints regarding the service of the condominium shall be made in writing to the Management Firm, as long as the Management Agreement remains in effect, and thereafter, to the Board of Directors.

16. No inflammable, combustible, or explosive fluid, chemical or substance, shall be kept in any unit or limited common element assigned thereto or storage areas, except such as are required for normal household use.

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17. Payments of assessments shall be made at such places as are designated by the Management Firm (if any), or by the Board of Directors of the ASSOCIATION if no Management Firm has been designated. Payments made in the form of checks shall be made to the order of such party as the Management Firm or the ASSOCIATION shall designate. Payments or regular assessments are due on the first day of the applicable month, and if such payments are ten (10) or more days late, are subject to late charges, as provided in the DECLARATION of CONDOMINIUM.

18. The Management Firm (if any), or the Board of Directors of the ASSOCIATION, if no Management Firm has been designated, reserves the right to make additional rules and regulations as may be required from time to time without consent of the CONDOMINIUM ASSOCIATION and its members. These additional rules and regulations shall be as binding as all other rules and regulations previously adopted.

19. Each unit owner or lessee or occupant thereof shall advise the Management Firm (if any), or the ASSOCIATION, if no Management firm has been designated, when and through what period of time said party's unit shall be unoccupied.

20. No clothes line or similar device shall be permitted on any portion of the condominium property, including limited common element areas, nor shall clothes be hung anywhere except in such areas as are designated by the Management Firm, and thereafter, the Board of Directors of the ASSOCIATION.

21. No aluminum foil, cardboard, plywood or similar material shall be allowed as a window covering.

22. No boats, trailers, motor homes, recreational vehicles, heavy equipment, or commercial vehicles larger than automobiles, pick-up trucks, or vans shall be allowed to park upon the condominium premises.