RETURN TO: CML
CHICAGO TITLE INSURANCE COMPANY
670 North Courtenay Parkway
Merritt Island, Florida 32953

DECLARATION OF CONDOMINIUM

OF

JEANIE II BY THE SEA, A Condominium

Cape Canaveral, Florida

REC FEE $293.00
DOC ST. $
INT TAX $
SER CHG $2.00
REFUND $
REC'D PAYMENT AS INDICATED FOR CLASS "C" INTANGIBLE & DOC STAMP TAXES. SIGNED
Clerk Circuit Court Brevard Co. Florida

I.

ESTABLISHMENT OF CONDOMINIUM

JEANIE II, a Florida General Partnership, being the owner in fee simple of the real property described in Article II hereof, on and behalf of itself and its successors, grantees and assigns, does hereby declare that the said real property together with the improvements to be constructed thereon, as described herein, from and after the recording of this Declaration in the office of the Clerk of the Circuit Court in and for Brevard County, Florida shall be dedicated and submitted to the condominium form of ownership pursuant to the provisions of Chapter 718, Florida Statutes, 1976, as amended, in accordance with the terms and conditions of this Declaration and the same shall continue in existence until such time as the Declaration has been terminated according to the provisions herein and in conformance with the laws of the State of Florida, said property to be known and identified as JEANIE II BY THE SEA, A Condominium, which will hereinafter be referred to as the Condominium.

II.

NAME AND LEGAL DESCRIPTION

A. Name of Condominium: The name by which this Condominium is to be identified is JEANIE II BY THE SEA, A Condominium, and its address shall be 406 Tyler Avenue, Cape Canaveral, Florida 32920.

B. Legal Description of the Land Included in Condominium: The lands owned by the Developer which are hereby submitted to the condominium form of ownership are the following described lands situate, lying and being in Brevard County, Florida:

Lots 12 and 13, Block 39, AVON BY THE SEA, according to the

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P. O. Box 847, 10 N. Sykes Creek Pkwy.
Merritt Island, FL 32952

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Plat thereof, as recorded in Plat Book 3, Page 7, Public Records of Brevard County, Florida.

III.

DEFINITIONS

The terms used in this Declaration and in each of the Exhibits shall have the meaning stated in the Condominium Act being Chapter 718, Florida Statutes, and as hereinafter stated unless the context otherwise requires:

A. Apartment shall mean and be synonymous with the word "unit" as defined by the Condominium Act. The term apartments shall mean and comprise the 20 Jeanie II By The Sea, a Condominium, separate, numbered and/or lettered dwelling units.

B. Apartment Owner is synonymous with "unit owner" as defined by the Condominium Act; it shall mean any person, persons, trusts or other entity which at any given point in time holds fee simple title in and to any particular condominium parcel.

C. Assessment means a share of the funds required for the payment of common expenses which, from time to time, are assessed against the unit owner.

D. Association will be JEANIE II BY THE SEA ASSOCIATION, INC., a non-profit Florida corporation, and its successors.

E. By-Laws mean the By-Laws for the government of the condominium as they may exist from time to time.

F. Common Elements means the portions of the condominium property not included in the units.

G. Common Expenses mean the expenses for which the unit owners are liable to the Association, including but not limited to:

1. Expenses of administration, expenses of maintenance, operation, repair or replacement of the common elements and of the portions of apartments to be maintained by the Association;
2. Management and administration of the Association, including but not limited to compensation paid by the Association to a managing agent, accountant,

attorney, and other employees;

3. Any other items held by or in accordance with the other provisions of this Declaration or the Condominium Documents to be common expenses.

4. Any valid charge against the condominium property as a whole.

H. Common Surplus means the excess of all receipts of the Association including but not limited to assessments, rents, profits and revenues on account of the common elements, over the amount of the common expenses. The ownership of the common surplus shall be in the same percentage of the ownership of the general common elements.

I. Condominium means that form of ownership of condominium property under which units of improvements are subject to ownership by different owners, and there is appurtenant to each unit as part thereof an undivided share in the common elements.

J. Condominium Parcel means a unit together with the undivvided share in the common elements, limited common elements and common surplus which are appurtenant to the unit.

K. Condominium Property means and includes the land in a condominium, whether or not contiguous, and all improvements thereon and all easements and rights appurtenant thereto intended for use in connection with the condominium.

L. Declaration or Declaration of Condominium means the instrument or instruments by which a condominium is created, and such instrument or instruments as they are from time to time amended.

M. Developer means JEANIE II, A Florida General Partnership, its successors and/or assigns.

N. Institutional First Mortgage means 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, creating a first mortgage lien on an apartment unit and/or any interest appurtenant to such apartment units.

O. Limited Common Elements mean and include those common elements which are reserved for the use of a certain unit or units to the exclusion of other units.

P. Majority or majority of apartment owners means apartment owners with 51% or more of the votes assigned in the condominium documents to the apartment owners for voting purposes.

Q. Operation or operation of the condominium means and includes the administration and management of the condominium property.

R. Person means the Developer and any individual, firm, corporation, trustee or other entity capable of holding title to real property.

S. Share shall designate that percentage in and to the common elements and the common obligations attributable to each apartment or condominium parcel.

T. Singular, Plural, Gender: Whenever the contents so permits, the use of the plural shall include the singular, the singular the plural, and the use of any gender shall be deemed to include all genders.

U. Unit means a part of the condominium property which is to be subject to private ownership.

V. Unit Owner or owner of a unit means the owner of a condominium parcel.

W. Utility Services as used in the Condominium Act and construed with reference to this condominium, and as used in the Declaration and By-Laws, shall include but not be limited to electric power, gas, hot and cold water, heating refrigeration, air conditioning, garbage and sewage disposal.

IV.

DEVELOPMENT PLAN

The Condominium is described and established as follows:

A. Survey and Plot Plan: Attached hereto and made a part of this Declaration as Exhibit"A", ~~Sheet~~ 2 is a survey of the land and a graphic description of the improvements in which the units are located and a site plan of the improvements constituting JEANIE II BY THE SEA, A Condominium, identifying the Apartments, Common Elements, Limited

Common Elements as said terms are used herein and their respective locations and approximate dimensions.

B. Improvements: The improvements upon the land include and will be limited to the following:

1. Apartment Building: The condominium shall include two (2) apartment buildings containing twenty (20) individual apartment units.

2. Other Improvements: The condominium includes other parking areas, landscaping and driveways as part of the common elements as shown on the site plan referenced above.

C. Apartments - General Provisions: The following provisions apply to each apartment:

1. Boundaries: Each apartment shall include that part of the building containing the apartment which lies within the apartment which boundaries are as follows:

(a) Upper and Lower Boundaries: The upper and lower boundaries of the apartment shall be the following boundaries extended to an intersection with the perimetrical boundaries:

(1.) Upper boundary-the horizontal plane of the finished ceiling of the apartment unit.

(2.) Lower boundary-the horizontal plane of the finished floor.

(b) Permetrical Boundaries: The perimetrical boundaries of the apartment shall be the vertical planes of the finished interior of the walls bounding the apartment extended to the intersections with each other and with the upper and lower boundaries; excluding, however, all spaces and improvements lying beneath the undecorated and/or unfinished inner surfaces of the perimeter walls and floors and above the undecorated and/or unfinished inner surfaces of the ceilings of each dwelling unit, and further, excluding all spaces and improvements lying beneath the undecorated and/or unfinished inner surfaces of all interior bearing walls and/or bearing partitions and, further, excluding all pipes, ducts, wires, conduits and other facilities running through any interior wall or partition for the furnishing of utility and other services to private dwellings and common property. Apartments shall include connected areas designated as balconies and exterior storage space opening off of said balconies.

D. Common Elements - General Provisions: Each apartment shall be conveyed and treated as an individual parcel of real property capable of independent use and fee simple ownership and the owner or owners of each said apartment shall own, as an appurtenance to the ownership of each said apartment unit (whether or not separately described), an undivided interest in the common elements, the undivided interest appurtenant to each apartment being that which is hereinafter specifically assigned thereto. The undivided interest in the common elements is hereinafter declared to be an appurtenance to each apartment shall not be conveyed, devised, encumbered or otherwise dealt with separately from said apartment and any instrument conveying, devising, encumbering or otherwise dealing with any apartment which described the same by the unit number assigned thereto in this Declaration without limitation or exception shall be deemed and construed to affect the entire apartment and its appurtenant undivided interest in the common elements it is hereinafter declared to be an appurtenance to each apartment and shall not be conveyed, devised, encumbered or otherwise dealt with separately from said apartment and any instrument conveying, devising, encumbering or otherwise dealing with any apartment which described the same by the unit number assigned thereto in this Declaration without limitation or exception shall be deemed and construed to affect the entire apartment and its appurtenant undivided interest in the common elements.

1. <u>Common Elements, Common Surplus:</u>

The owner(s) of each unit shall own a share or percentage in the common elements and the common surplus which share or percentage in the common elements and common surplus are appurtenant to his unit. These shares or percentages that are appurtenant to each unit in the condominium as set forth in the schedule attached hereto and made a part hereof as Exhibit "B".

2. <u>Liability for Common Expenses:</u>

Each unit owner shall be liable for his proportionate share of the common expenses in the same proportion or percentages as to the unit owners ownership of the common elements.

E. <u>Easements:</u> All of the condominium property shall be subject to the following easements each of which is a covenant running with land of the condominium and notwithstanding any of the other provisions of the Declaration may not be amended or revoked and shall survive the termination of the condominium.

1. <u>Existing Easements:</u> The apartments and commom elements shall be, and the same are hereby declared to be subject to all restrictions, easements, utility service agreements, servitudes, conditions and limitations now of record affecting the land and/or the improvements of the within described JEANIE II BY THE SEA, A Condominium.

2. <u>Air Space:</u> The owner of each apartment shall have an exclusive easement for the use of the air space occupied by said apartment as it exists at any particular time and as said apartment may lawfully be altered or recontructed from time to time, which easement shall be automatically terminated in any air space which is vacated from time to time.

3. <u>Cross Easements:</u> The following easements shall be from each condominium owner to each and every other

condominium unit owner and to the Association:

(a) Ingress and Egress: For pedestrian traffic over, through and across sidewalks, paths, walks, and lanes, as the same may from time to time exist, upon the common elements and for the vehicular traffic over, through and across such portions of the common elements as may be from time to time paved and intended for such purposes, but the same shall not give or create in any person the right to park upon any portions of the condominium property except as provided in this Article and as parking spaces are designated by the Developer.

(b) Support: Every portion of an apartment contributing to the support of the apartment building shall be burdened with an easement of support for the benefit of all other apartment unit owners within said building and for the benefit of the common elements in said building.

(c) Encroachments: As to any and all encroachments which now exist, or hereafter exist, whether caused by settlement or movement of an apartment building or caused by minor inaccuracies in the building or rebuilding thereof, or for any other reason not caused by the purposeful or negligent act of an apartment unit owner or owners or agents of such owner or owners, said encroachments or encroachments shall be permitted to remain undisturbed and an easement shall exist for the continuance of any such encroachments shall naturally exist.

(d) Maintenance, Repair and Replacement: Whenever it is necessary to enter the apartment building, any apartment unit or any portion of the common elements of the apartment building for the purpose of performing any maintenance, alteration, repair or replacement of the common elements, the owner of each apartment unit shall permit agents of Association to enter the apartment building and/or such apartment unit for such purpose, access to the individual apartments shall be only during reasonable hours except that access may be had at any time in case of emergency.

(e) Utilities: Easements are hereby reserved throughout the condominium property as the same may be required for utility services in order to adequately serve the condominium. Such easements shall be through the apartments and common areas for conduits, ducts, plumbing, wiring and other facilities for the furnishing of utility services to other apartments in the common elements; provided, however, that any such easements through an apartment unit shall only be according to the plans and specifications for the apartment building unless the same are approved in writing by the owner of said apartment units.

V.

MAINTENANCE, REPAIR, ALTERATION AND IMPROVEMENT

Responsibility for the maintenance and repair of the condominium property and restrictions upon its alteration and improvement thereof shall be as follows:

A. Responsibility of Association: The Association shall be responsible for the maintenance, repair and replacement of:

1. All portions of any apartment contributing to the support of the respective apartment building, which portions shall include but not be limited to the roof, outside walls of the apartment building, all

fixtures on its exterior, boundary walls of apartments, floor and ceiling slabs, load-bearing columns and load-bearing walls; provided, however, that the Association shall not be responsible for the maintenance, repair and replacement of interior wall surfaces not contributing to the support of the respective apartment building.

2. All conduits, ducts, plumbing, wiring and other facilities for the furnishing of utility services which are contained in the portions of the apartment contributing to the support of said apartment building or within interior boundary walls and all such facilities which are contained within an apartment which service part or parts of the condominium other than the apartment within such contained.

3. All damage caused to an apartment as a result of and incident to the repair of any of these facilities shall be repaired promptly at the expense of the Association, provided, however, that nothing contained herein shall be construed so as to cause the Association to be obligated for damage caused by the negligence of any owner, their respective families, lessees, invitees and guests, but rather these persons shall be liable and responsible for any damage they may cause to any individual parcel owner's unit together with any damage which they may cause to the common elements or limited common elements.

4. The maintenance, repair and operation of any and all of the common that are not otherwise described in the three (3) preceding sub-paragraphs shall be the responsibility of the Association and a common expense.

B. Responsibility of Apartment Owner: The apartment owner shall be responsible for the maintenance, repair, and replacement as follows:

1. To maintain in good condition, repair and replace at his expense, all portions of the apartment unit except the portions to be maintained, repaired and replaced by the Association. Such shall be done in such a manner and at such times of day as to not interfere with or disturb the rights of other apartment owners in the apartment building and their enjoyment of their respective apartments.
2. Not to paint or otherwise decorate, change, alter, or modify the appearance of any portion of the apartment building not contained within the walls of the apartment unit.
3. To promptly report to the Association or its agent any defect or need for repairs for which the Association is responsible.
4. Not to interfere with or impair in any way any easement through over or around his apartment without first obtaining the prior written consent of the Association and of the apartment owners for whose benefit such easement exists.

C. <u>Alteration and Improvement</u>:

1. <u>By the Association</u>: After the completion of the improvements included in the common elements which are comtemplated by this Declaration, there shall be no alteration nor any further improvement of the common elements or any part thereof without prior approval in writing by the record owners of all of the apartments, and all institutional mortgagees of all the apartments, provided, however, that any alteration or improvement of the common elements or any part thereof bearing the approval in writing of the record owners of not less than fifteen (15) apartments in the condominium, and which does not

interfere with the rights of any owners without their written consent, may be done if the owners who do not approve are relieved from the initial cost of such alteration or improvement. The share of any cost not so assessed shall be assessed to the other apartment owners in the entire condominium in the shares that their shares in the common elements bear ratably to each other. There shall be no change in the shares and rights of an apartment owner in the common elements so altered or further improved, whether or not the apartment owner contributes to the cost of such alteration or improvement.

2. By the Apartment Owner: Except as elsewhere reserved in this Declaration to Developer, no apartment owner shall make any structural or other changes, modifications or alterations in or to any portions of his apartment or apartment building which are to be maintained by the Association nor shall he remove any portion thereto nor make any additions thereto nor do any other act which may jeopardize or in any way impair the safety or soundness of this apartment unit or the apartment building without first obtaining approval in writing of the owners and mortgagees of all apartment units within the apartment building and, in addition, without first obtaining written consent of the Board of Directors of the Association. A copy of the plans for all such work prepared by an architect licensed to practice in Florida shall be filed with the Association prior to the commencement of any such alteration or improvement.

VI.

ASSESSMENTS, LIABILITY, LIEN AND ENFORCEMENT

A. Authority of Association: To properly administer the operation and management of the condominium and perform its obligations as described in this Declaration, the Association will incur, for the mutual benefit of all of the owners of the apartments, costs, and expenses which will be continuing or non-recurring in nature, which costs and expenses are sometimes hereinafter described as "common expenses". To provide the funds necessary for said proper operation and management and the performance of said obligations the Association is hereby granted the right, authority and power to make, levy and collect assessments against the owners of all apartments and the apartment units themselves, pursuant to the following provisions of this Article:

1. Annual Budget: The Board of Directors of the Association shall establish an annual budget in advance for each fiscal year which shall correspond to the calendar year; provided, however, that the first such budget so promulgated for this condominium shall be established and adopted for the portion of the calendar year in which this Declaration is recorded that commences with the date of such recordation and terminates on the 31st day of December of that year. Such budget shall project all expenses for the forthcoming year which may be required for the proper operation, management and maintenance of the within described condominium, including in each and every case a reasonable allowance for contingencies and reserves, such budget to take into account the projected anticipated income which is to be applied in reduction of the amounts required to be collected as an assessment each year. In establishing said annual budget, the Board of Directors of the Association may include therein a reasonable allowance or allowances for contingencies and reserves which may be for and are not necessarily limited to deferred maintenance, repair, alteration, improvement and replacement of common elements and the maintenance of such

general operating reserve.

(a) Form of Budget: All assessments levied against the owners of apartments and against the apartment units shall be in such proportion that the amount of assessment levied against each owner of an apartment and against his apartment unit shall bear the same ratio to the total assessment made against all owners of apartments and their apartment units as does the undivided interest in common elements appurtenant to each apartment bear to the total undivided interest in common elements appurtenant to all apartments.

2. Additional Assessments:

(a) Assessments for Liens: Assessments for liens or liens of any nature, authorized by this Declaration of Condominium or the Condominium Act, and including but not limited to taxes and special assessments levied by governmental authority which are a lien upon more than one (1) apartment or upon any portion of the common elements and limited common elements shall be paid by Association as a common expense and shall be assessed against the apartment as such.

(b) Assessments for Emergencies: Assessments for common expenses for emergencies which cannot be paid from the assessments for current and recurring expenses shall only be made by the Board of Directors of Association. After such approval such emergency assessment shall become effective and shall be due and payable after thirty (30) days notice thereof from the Association to the apartment owners in such form and manner as the Board of Directors may require.

3. Assessment Roll: The assessments against all apart-

ment owners and apartment units shall be set forth upon a roll of apartments which shall be available in the office of the Association for inspection at all reasonable times by apartment owners and/or their duly authorized representatives. Such roll shall indicate as to each apartment the name and address of the owner or owners, the assessments for each apartment that have been made pursuant to this Declaration and the amount of all assessments paid and unpaid. Whenever any apartment may be leased, sold, mortgaged or otherwise disposed of by the owner thereof, which lease, sale or other disposition shall be concluded only upon compliance with each and every other provision of this Declaration. The Association, upon written request of the owner of such apartment shall furnish to the proposed lessee, purchaser, mortgagee or other transferee, a statement in writing verifying the status of payment of any assessment which shall then be due and payable to Association by the owner of such apartment. Such statement shall be executed by an Officer of the Association and the person, firm or corporation to whom said certificate is furnished may rely upon such statement in concluding the proposed lease, purchase, mortgage or other transaction and Association shall be bound by such statement.

4. Assessment Fund: All monies collected by Association shall be treated as the ~~separate property~~ of said Association and such monies may be applied by said Association for the payment of any expense of operating and managing this condominium or to the proper undertaking of all acts and duties imposed upon it by virtue of this Declaration of Condominium and the Articles of Incorporation and By-Laws of said

Association and as the monies for an assessment are paid into Association by any owner of an apartment the same may be co-mingled with the monies paid to the said Association by the other owners of apartments in this condominium, however, that in no event shall the Association co-mingle any funds paid to it by apartment owners of this condominium with the funds it may from time to time receive from apartment owners of other condominiums in its capacity as the entity responsible for the operation and management of said other condominium but rather it shall at all times maintain separate accounts for the funds received by it from each condominium for whose maintenance and operation it shall be responsible. Although all funds and other assets of the Association and any increments thereto or profits derived therefrom, or from the leasing or use of common elements, shall be held for the benefit of the members of the Association pursuant to the provisions of its Articles of Incorporation and By-Laws, no member of said Association shall have the right to assign, hypothecate, pledge or in any manner transfer his membership interest therein except as an appurtenance to his apartment unit. When the owner of an apartment unit shall cease to be a member of the Association by reason of the divestment of his ownership of such apartment unit, by whatever means, the Association shall not be required to account to such owner for any share of his funds or assets of the Association, or which may have paid to the Association by such owner, as all monies which any owner has paid to the Association shall be and constitute an asset of said corporation which may be used in the operation and management of this condominium pursuant to the provisions of said Articles of Incorporation and By-Laws of the said Association.

B. Liability for Assessments: The owner or owners of each apartment shall be personally liable, jointly and severally, as the case may be, to the Association for the payment of all assessments, being any such assessments which constitute common expenses or which are otherwise authorized by this Declaration, which may be levied by the Association while such party or parties are owner or owners of an apartment unit in this condominium. The share of the same for which said unit owner or owners shall be liable is that which is expressed in a percentage in Article IV of this Declaration. Such liability may not be avoided by waiver of the use or enjoyment of any of the common elements or by the abandonment of the apartment for which the assessment is made, or in any other manner.

1. Purchasers at Judicial Sales: In the event that any person, firm or corporation other than an institutional first mortgagee shall acquire title to any apartment and its appurtenant undivided interest in the common elements by virtue of any foreclosure or judicial sale, such person, firm or corporation so acquiring title shall take title subject to and be liable and obligated for the payment of any assessments imposed against such apartment unit which have been evidenced by a duly recorded claim of lien in the form and manner prescribed in this Article, which said claim of lien has been recorded in the office of the Clerk of the Circuit Court of Brevard County, Florida, prior to the recordation therein of the instrument of title evidencing the acquisition of title thereto by said person, firm or corporation acquiring title to such apartment unit in the manner aforesaid and shall in no event be liable and obligated for assessments as shall have accrued and become due and payable for said apartment

and its appurtenant undivided interest in the common elements prior to its acquisition of title and which have not been duly secured by the recordation of such claim of lien as aforesaid. In the event that any institutional first mortgagee shall acquire title to any apartment and its appurtenant undivided interest in the common elements by virtue of any foreclosure, judicial sale or voluntary conveyance by the mortgagor any prior unpaid assessment shall be cancelled and any prior filed liens mentioned above be satisfied, and said institutional first mortgagee or any purchaser from an institutional first mortgagee shall not be liable or obligated for any assessments that accrue as to said apartment for so long as institutional first mortgagee shall remain the owner thereof and the common expenses otherwise allocable to said apartment shall be born ratably as a common expense by all apartment units in the condominium not then owned by an institutional first mortgagee.

2. <u>Interest and Attorney's Fees</u>: Assessments and installments on such assessments which are paid on or before ten (10) days after the date when due shall not bear interest but all sums not paid on or before ten (10) days after the date when due shall bear interest at the rate of eighteen percent (18%) per annum from the date when due until paid. All payments upon account shall be first applied to interest, if accrued, and then to the assessment payment first due. In the event that any owner or owners are in default in payment of any assessment or installment thereof owed to the Association such owner or owners of any apartment shall be personally liable, jointly and severally, for the assessment or installment thereof then due, for interest on such delinquent assessment

or installment thereof and for all costs of collecting such assessment or installment thereof and interest thereon including a reasonable attorney's fee, whether suit be brought or not.

3. Payment of Assessment: Any and all assessments levied against the owner of each apartment and his apartment shall be payable in monthly installments or in such other installments and at such times as may be determined by the Board of Directors of the Association. All other sums of money provided for in this Article shall be due and payable upon demand of said Association. In the event any unit owner shall fail to pay any installment within ten (10) days after the same shall become due and payable then the Association, as its option, and without notice, shall be entitled to accelerate the payment of the balance of such monthly installments for the then current assessment year. If for any reason whatever an annual assessment is not made or required, a payment in the amount required by the last prior assessment shall be due upon each assessment payment date until changed by a new assessment properly adopted by the Board of Directors of the Association pursuant to the above provisions of this Article.

(a) Joint Liability: In any voluntary conveyance of an apartment the grantee shall be jointly and severally liable with the grantor for all unpaid assessments against the grantor and against the grantor's apartment unit made prior to the time of such voluntary conveyance, without prejudice to the rights of the grantee to recover from the grantor the amounts paid by the grantee therefor.

C. Lien for Assessments: The Association is hereby granted

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a lien upon each apartment and its appurtenant undivided interest in the common elements which lien shall secure and does hereby secure any unpaid assessments or installments thereof and which lien shall also secure interest, if any, which may be due on any amount of any delinquent assessment or installment thereof owing to the Association and which lien shall also secure all costs and expenses of collecting such assessment of installment thereof and interest thereon, including a reasonable attorney's fee, whether suit be brought or not, which may be incurred by the Association in enforcing collection and/or enforcing this lien upon said apartment and its appurtenant undivided interest in the common elements. Said lien shall be effective from and after the time of recording in the office of the Clerk of the Circuit Court of Brevard County, Florida, a claim of lien stating the description of the condominium parcel, the name of the record owner and the amount due and the date when due; said claim of lien shall include only assessments or installments which are due and payable when the claim of lien is recorded. The Association shall not record or cause to be recorded any such claim of lien until payment is past due for at least ten (10) days and said lien shall continue in effect until all sums secured by said claim of lien shall have been fully paid.

1. Lien for Future Advances: In addition to securing all of the sums otherwise described in the Article, the Association's lien shall also secure (effective, however, upon the recordation of a claim of lien according to the requirements of Paragraph C above) such advances for taxes and payments on account of superior mortgages, liens or encumbrances which may be required to be advanced by the Association in order to preserve and protect its aforesaid lien and in the case such advances or any of them, the Association shall be entitled to receive interest thereon at eighteen percent (18%) per annum from the date of disbursement until the same shall have been

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paid in full. All persons, firms or corporations who shall acquire by whatever means, any interest in the ownership of any apartment or who may be given or hereafter acquire a mortgage, lien, encumbrance or other interest thereon or therein, are hereby placed on notice of the lien granted to the Association and shall acquire such interest in any such apartment expressly subject to such lien.

2. Property Affected by Lien: The lien granted to the Association shall encumber and be a lien upon the apartment unit and all appurtenances thereto and against all tangible personal property such liens (including the lien from future advances) shall be subordinate to prior bona fide liens of record.

3. Enforcement of Lien: The Association is hereby authorized to take such action as it deems necessary to collect any assessment or installment thereof or any other sums of money chargeable to an apartment owner under the provisions of this Article, by personal action or by enforcing collection of said sums of money by legal action (whether in the nature of an equitable proceeding or in the nature of an action at law) and may settle and compromise the same if it is in the best interest of the Association. The lien granted in this Article to the Association may be foreclosed in a suit brought in the name of the Association in the same manner as real estate mortgages may be foreclosed in the State of Florida. In any such legal proceedings, the Association shall be entitled to recover all sums of money that may be claimed due it by virtue of any of the provisions of this Article, including but not limited to the costs and expenses incurred by it in the prosecution of said legal action including a reasonable attorney's

fee. In the case of any such foreclosure the apartment owner or any other person, firm or corporation claiming by, through, under or against him who is in possession may be required by the Association to pay to the Association a reasonable rental for the continued occupancy or use of said apartment unit; the rental required to be paid to the Association shall be equal to the rental charged on comparable types of dwelling units in Cape Canaveral, Florida, at the time said foreclosure action is filed and the Association's determination of said amount shall be conclusive and said rental shall be payable to the Association by the owner of said apartment unit from the date which the payment of any assessment or installment thereof or other sum provided by this Article became delinquent. The Association in such foreclosure shall be entitled to the appointment of a Receiver to collect said rental for Association and said Receiver may be appointed without notice to the owner of such apartment or to any person, firm or corporation claiming by, through, under or against said owner who is in possession and in no event shall a bond be required of the Association as a condition for the appointment of such Receiver. In any such foreclosure action, the Association may bid at any foreclosure sale of the condominium parcel and its appurtenances and shall be entitled to apply against its bid all sums due it for assessments or installments thereof, interest, collection costs and reasonable attorney's fees, and the Association may thereafter acquire, hold, lease, mortgage or convey said condominium parcel and its appurtenances.

(a) <u>Other Legal Actions</u>: Institution of a suit at law to attempt to effect collection of the payment of any delinquent assessment or other sum provided by this Article, shall not be deemed to be an election by the Association which shall in any way prevent it thereafter seeking enforcement of the collection of any sum due it under the provisions of this Article by foreclosure, nor shall proceedings by foreclosure to attempt to effect such collection be deemed to be an election by the Association precluding the institution by it of a suit at law to attempt to effect collection of any of said sums then remaining due and payable to the Association.

4. Satisfaction of Lien: Upon full payment of any claim of lien which has been recorded as provided by this Article, the party making such payment shall be entitled to receive from the Association a duly executed Satisfaction of Lien which shall be in a recordable form.

D. Developer's Liability for Assessments: The Developer shall be excused from the payment of its share of the common expense with respect to those units owned by the Developer for a period of time and until the first day of the fourth calendar month following the month in which the closing of the purchase and sale of the first condominium unit occurs. However, the Developer must pay the portion of common expenses incurred during that period which exceed the amount assessed against other units.

VI.

INSURANCE COVERAGE TO BE MAINTAINED BY ASSOCIATION: INSURANCE TRUSTEE, APPOINTMENT AND DUTIES; USE AND DISTRIBUTION OF INSURANCE PROCEEDS, ETC.

The following insurance coverage shall be maintained in full force and effect by the Association covering the operation and management of the Condominium, meaning the private dwelling and common property, to-wit:

A. Casualty insurance covering all of the private dwellings and common property in an amount equal to the maximum insurance replacement value thereof, exclusive of excavation and foundation costs, as determined annually by the insurance carrier; or, if approved by the Board of Directors of the Association, said casualty insurance may be carried on not less than 80% co-insurance basis; such coverage to afford protection against (i) loss or damage by fire or other hazards covered by the standard extended coverage or other perils endorsement, subject to such deductible provision as the Board of Directors of the Association may approve from time to time; and (ii) such other risks of a similar or dissimilar nature as are or shall be customarily covered with respect to buildings similar in construction, location and use to the Condominium, including but not limited to vandalism, malicious mischief, windstorm, water damage and war risk insurance, if available; and

B. Public liability and property damage insurance in such amounts and in such form as shall be required by the Association to protect said Association and owners of all private dwellings, including but not limited to hired automobile, non-owned automobile and off-premises employee coverage; and

C. Workmen's compensation insurance to meet the requirements of law; and

D. Such other insurance coverage as the Board of Directors of the Association, in its sole discretion, may determine from time to time to be in the best interests of the Association and the owners of all of the private dwellings.

E. All liability insurance maintained by the Association shall contain liability endorsements to cover liability of all owners of private dwellings, jointly and severally. In any legal action in which the Association may be exposed to liability in excess of its insurance coverage protecting it and the owners of private dwellings, the Association shall give notice of the possible excess exposure within a reasonable time, to all owners of private dwellings who may be exposed to the liability and each such owner shall have the right to intervene and defend any such legal action.

F. All insurance coverage authorized to be purchased shall be purchased by the Association for itself and for the benefit of all of the owners of all private dwellings. The cost of obtaining the insurance coverage authorized above is declared to be a common expense and shall be payable directly to the Insurance Trustee or the Association as may be provided by the Association from time to time.

G. The Board of Directors of the Association shall have the right to select the insurance company or companies with whom insurance coverage required or purchased pursuant to this Article will be placed and all parties beneficially interested in such insurance coverage shall be bound by the selection so made from time to time, but the foregoing shall not be to the exclusion of the rights reserved unto Insitutional Lenders hereunder.

H. In the event of the loss of or damage to only common property, real or personal, which loss or damage is covered by the fire and casualty insurance, the proceeds to cover such loss or damage shall be applied to the repair, replacement or reconstruction of such loss or damage. If the insurance proceeds are in excess of the cost of the repair, replacement or reconstruction of such common property, then such excess insurance proceeds shall be paid to the owners of all of the private dwellings and their respective Mortgagees, the distribution to be separately made to the owner or each private dwelling and his respective Mortgagee or Mortgagees, as their respective interests may appear, in such proportion that the share of such excess insurance proceeds paid to the owner of each private dwelling and his Mortgagee or Mortgagees, if any, shall bear the same ratio to the total excess insurance proceeds as the undivided interest in common property appurtenant to each private dwelling bears to the total undivided interest in common property appurtenant to all private dwellings. If it appears that the insurance proceeds covering the fire and casualty loss or damage are not sufficient to pay for the repair, replacement or reconstruction of the loss or damage, or that the insurance proceeds when collected will not be so sufficient, then the Association shall pay a sum which, together with the insurance proceeds received or to be received will completely pay for the repair, replacement or reconstruction of any loss or damage, as the case may be. The monies to be paid by the Association, in said latter event, may be paid by the Association out of its Reserve for Replacement Fund, and if the sum in such Reserve for Replacement Fund is not sufficient, then the Association shall levy and collect an assessment against the owners of all private dwellings and said private dwellings in an amount which shall provide the sums required to pay for said repair, replacement and/or reconstruction.

I. In the event of loss or damage to common property and any private dwelling or private dwellings, which loss or damage is covered by the fire and casualty insurance, the proceeds to cover such loss or damage shall be first applied to the repair, replacement or reconstruction, as the case may be, of common property, real or personal, and then any remaining insurance proceeds shall be applied to the repair, replacement or reconstruction of any private dwelling or private dwellings which may have sustained any loss or damages so covered. If the proceeds of said fire and casualty insurance are sufficient to pay for the repair, replacement or reconstruction of any loss of or damage to common property, but should the same not sufficient to repair, replace or reconstruct any loss of or damage to any private dwelling or private dwellings, then the Association shall levy and collect an assessment from the owner or owners of the private dwelling or private dwellings sustaining any loss or damage, and the assessment so collected from said owner or owners shall be paid so that this sum on shall be sufficient to completely pay for the repair, replacement or reconstruction of all common property and private dwelling or private dwellings. In said latter event, the assessment to be levied and collected from the owner or owners of each private dwelling or private dwellings sustaining loss or damage shall be apportioned between each owner or owners of a private dwelling and his private dwelling shall bear the same proportion to the total assessment levied against all of said owners of private dwellings sustaining loss or damage as does the cost of repair, replacement or reconstruction of each owner's private dwelling bear to the cost applicable to all of said private dwellings sustaining loss or damage. If the fire and casualty insurance proceeds in the event of the loss of or damage to common property and private dwelling or dwellings is not in an amount which will pay for the complete repair, replacement, or reconstruction of the common property, it being recognized that such insurance proceeds are to be first applied to payment for repair, replacement or reconstruction of a private dwelling or private dwellings, then the cost to repair, replace or reconstruct the said common property in excess of available fire and casualty insurance proceeds shall be levied and collected in the same manner as would such assessment be levied and collected had the loss or damage sustained been solely to common property and the fire and casualty insurance proceeds not been sufficient to cover the cost of repair, replacement or reconstruction, and the cost of repair, replacement or reconstruction of each private dwelling or private dwellings sustaining loss or damage shall then be levied and collected by assessment of the owner or owners of private dwelling or private dwellings sustaining the loss or damage in the same manner as is above provided for the apportionment of such assessment between the owner or owners of private dwelling or private dwellings sustaining such loss or damage. If the insurance proceeds are in excess of the cost of the repair, replacement or reconstruction of the common property and the private dwelling or private dwellings sustaining any loss or damage, then such excess insurance proceeds shall be paid and distributed to the owners of all private dwellings, and to their Mortgagee or Mortgagees, as their respective interests may appear, such distribution to be made in the manner and proportions as provided hereinbefore. In the event of loss of or damage to property covered by such fire and casualty insurance, the Association shall, within sixty (60) days after any such occurrence, obtain reliable and detailed estimates of the cost of placing such damaged property in a condition as good as that before such loss or damage, such estimates to contain and include the cost of any professional fees and premium for such bond as the Board of Directors of the Association may deem to be in the best interests of the membership of the Association. Whenever it shall appear that the insurance proceeds payable for such loss or damage will not be sufficient to defray the cost of the repair, replacement or reconstruction thereof, the additional monies required to completely pay for such repair, replacement or reconstruction of said loss or damage, whether to be paid by all of the owners of private dwellings or only by the owner or owners of any private dwelling or private dwellings sustaining loss or damage, or both, as determined by the Association, shall be paid to the Association no later than thirty (30) days from the date on which said Association shall receive the monies payable under the policy or policies of fire and casualty insurance.

VII.

SEPARATE INSURANCE COVERAGE:
PERSONAL LIABILITY AND RISK OF LOSS OF UNIT OWNERS

The owner of each private dwelling may, at its own expense, obtain insurance coverage for loss of or damage to any part of said private dwelling, including wall coverings, furniture, furnishings, personal effects or other personal property belonging to such owner, and may, at its own expense and option, obtain insurance coverage against personal liability for injury to the person or property of another while within such owner's private dwelling or upon the common property. All such insurance coverage obtained by the owner of each private dwelling shall, wherever such provisions shall be available, provide that the insurer waives its right of subrogation as to any claims against other owners of private dwellings, the Association, and the respective servants, agents and guests of said owners and the Association. Risk of loss or damage to any furniture, furnishings, personal effects and other personal property (other than such furniture, furnishings and personal property constituting a portion of the common property) belonging to or carried on the person or the owner of each private dwelling, or which may be stored in any private dwelling, or in, to or upon common property, shall be borne by the owner of each such private dwelling. All furniture, furnishings, and personal property constituting a portion of the common property and held for the joint use and benefit of all owners of all private dwellings shall be covered by such insurance as shall be maintained in force and effect by the Association as herein provided. The owner of a private dwelling shall have no personal liability for any damages caused by the Association in connection with the use of the common property. The owner of a private dwelling shall be liable for injuries or damages resulting from an accident in his own private dwelling, to the same extent and degree that the owner of a house would be liable for an accident occurring within the house.

VIII.

ADMINISTRATION OF THE CONDOMINIUM

A. JEANIE II BY THE SEA ASSOCIATION, INC., The Association: To efficiently and effectively provide for the administration of the within described JEANIE II BY THE SEA, a condominium, by the owners of the apartments therein, a non-profit Florida corporation known and designated as JEANIE II BY THE SEA ASSOCIATION, INC., and is organized and is referred to throughout this Declaration as the Association. Said Association shall administer the operation and management of this condominium and undertake and perform all acts and duties incident thereto, and shall have and it is hereby granted the authority and power to enforce the provisions of this Declaration of Condominium, perform all acts in the administration of the condominium required by the Declaration of Condominium, including but not limited to the maintenance, repair and operation of the common facilities and the maintenance and repair of all portions of the apartments required to be maintained by the Association, levy and collect assessments in the manner provided in this Declaration and adopt, promulgate and enforce such rules and regulations governing the use of the apartments and common elements as the Board of Directors of the Association may deem to be in the best interest of this condominium, all in accordance with the terms and conditions of this Declaration and said Association's Articles of Incorporation and By-Laws.

1. Articles of Incorporation: A copy of the Articles of Incorporation of the Association, JEANIE II BY THE SEA ASSOCIATION, INC., is attached as Exhibit "C" to this Declaration.

2. By-Laws: A copy of the By-Laws of the Association, JEANIE II BY THE SEA ASSOCIATION, INC., is attached as Exhibit "B" to this Declaration.

B. Power of the Association: The duties ~~and powers of~~ the Association shall be all of the powers and duties set forth in the Condominium Act and in the condominium documents together with those powers and duties reasonably implied to effect the purposes of the Association and the condominium. Such powers and duties shall be exercised in the manner provided by the several condominium documents.

1. Power to Administer Other Condominiums: Nothing contained in this Declaration of Condominium shall preclude in any way the said Association, JEANIE II BY THE SEA ASSOCIATION, INC., from being hereafter designated as the entity responsible for the operation of any other condominium which may hereafter be created pursuant to the provisions of Chapter 718, Florida Statutes, in accordance with the provisions of said Association's Articles of Incorporation and/or By-Laws.

C. Limitation Upon Liability of Association: Notwithstanding that duty of the Association to maintain and repair parts of the condominium property, the Association shall not be liable to apartment owners for injury or damage, other than the cost of maintenance and repair, caused by any latent condition of the property to be maintained and repaired by the Association, or caused by the elements or other owners or persons.

D. Restraint on Assignment of Shares and Assets: The owner or owners of each apartment shall automatically become members of the Association upon his, their or its acquisition of an ownership interest entitled to any apartment and its appurtenant undivided interest in the common elements, in accordance with the provisions of said Association's Articles of Incorporation and By-Laws, and the membership of such owner or owners shall terminate automatically upon such owner or owners being divested of such ownership interest in the title of such apartment, regardless of the means by which such ownership may be divested. No person, firm or corporation shall ever be entitled, by virtue of such lien, mortgage or other encumbrance, to membership in the Association or to any of the rights or privileges of such membership. The share of any member in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner whatever except as an appurtenance to his apartment unit.

E. Property in Trust: All funds and the titles of all properties acquired by the Association and the proceeds thereof shall be held in trust for the members in accordance with the provisions of the Declaration of Condominium, the Articles of Incorporation, and the By-Laws of said Association.

F. Voting Rights: Each apartment owner or owners shall be entitled to vote in the manner as set forth in the Articles of Incorporation attached hereto.

IX.

RESIDENTIAL USE RESTRICTIONS

A. Single Family Residences: Each apartment unit is hereby restricted to and shall be used only for single family residential use, by the owner or owners thereof, their immediate families, guests and invitees. No owner or owners of any unit shall permit the use of same for transient, hotel or commercial purposes. Transient and hotel purposes are determined to be the renting of same for a period less than one (1) week. Except as otherwise reserved in this Declaration to the Developer, no apartment may be divided or sub-divided into a smaller unit nor any portion sold or otherwise transferred without first amending this Declaration as otherwise provided herein to show the changes in the apartments to be effected.

1. Common Elements: The use of common property by the owner or owners of all apartment units and all other parties authorized to use the same shall be at all times subject to the reasonable rules and regulations as such may be prescribed and established governing such use or which may be hereinafter prescribed and established by the Association.

2. Change of Possession of Units: It shall be the responsibility of the unit owner to provide to the Board of Administration of the Association, upon the leasing of owner's unit, the name of the tenant, number of occupants and a telephone number of the leased unit. Upon the sale of the unit it shall be the obligation of the unit owner to provide to the Board of Administration of the Association the name and address of the purchasing unit owner together with a copy of the instrument of conveyance.

3. No immoral, improper, offensive or unlawful use shall be made of any private dwelling or of the common property, nor any part thereof, and all laws, zoning ordinances and regulations of all governmental authorities having jurisdiction of the condominium shall be observed. No owner of any private dwelling shall permit or suffer anything to be done or kept in his private dwelling or on the common property

or which will obstruct or interfere with the rights of other occupants of the building or annoy them by unreasonable noises, nor shall any such owner undertake any use or practice which shall create and constitute a nuisance to any other owner of a private dwelling, or which interferes with the peaceful possession and proper use of any other private dwelling or the common property.

4. Pets: Unit owners may keep common household pets on the premises, however, unit owners shall be restricted to having one (1) cat or one (1) dog not weighing greater than twenty-five (25) pounds.

5. The Board of Administration is hereby empowered to inact such rules and regulations which are reasonable in maintaining a harmonious community. Further, the Board of Administration is hereby empowered to alter those rules and regulations contained in the Declaration of Condominium in this same manner as set forth in the By-Laws attached hereto and made a part hereof.

X.

TERMINATION

A. Notwithstanding anything to the contrary contained in Article IV hereof, in the event of fire or other casualty or disaster which shall totally demolish the condominium, or which shall so destroy the condominium as to require more than two-thirds of the building and improvements, as determined by the Board of Directors of the Association, to be reconstructed, then this Declaration of Condominium and the Plan of Condominium Ownership established herein shall terminate, unless the owners of at least eighty (80%) percent of the total number of Members of the Association agree that the condominium shall be reconstructed, or unless any policy or policies of casualty insurance which may cover the damage or destruction of said building requires the reconstruction thereof as a condition precedent to the payment of insurance proceeds under such policy or policies, but notwithstanding the fact that eighty (80%) percent or more of the total number of Members of the Association, agree to reconstruct said building, or if such policy or policies of casualty insurance require the same to be reconstructed, this Declaration of Condominium and the Plan of Condominium Ownership established herein shall still be terminated if there exists any regulation or order of any governmental authority having jurisdiction of the condominium which may then prevent the reconstruction of the condominium, although nothing herein contained shall be construed as releasing or in any manner changing any obligation which may be owed to the Association, for itself and for the benefit of the members thereof, under any insurance policy or policies then existing. Reference to two-thirds of the building and improvements shall be taken to mean two-thirds of the total value of all of the buildings and improvements owned by all of the members of the Association, collectively, as of the day prior to the event or events causing such damage or destruction as determined by the Board of Directors of the Association.

B. If, as above provided, this Declaration of Condominium and the Plan of Condominium Ownership established herein are to be terminated, then a Certificate of a Resolution of the Association to said effect, and notice of the cancellation and termination hereof, shall be executed by the president and secretary of the Association in recordable form and such instrument shall be recorded in the public records of Brevard County, Florida. Upon termination of this Declaration of Condominium and the Plan of Condominium Ownership established herein, all of the owners of private dwellings shall be and become tenants in common as to ownership of the real property herein described, and any then remaining improvements thereon, the undivided interest in such real proeprty and remaining improvements held by the owner or owners of each private dwelling to be the same as the undivided interest in common property which was formerly appurtenant to such private dwelling, and the lien of any mortgage or other encumbrance upon each private dwelling shall attach, in the same order of priority, to the percentage of undivided interest of the owner of a private dwelling in the property and then remaining improvements as above provided. Upon the termination of this Declaration of Condominium and the Plan of Condominium Ownership established herein, the owner or owners of all private dwellings still habitable shall, within sixty (60) days from date of recording of said Certificate of Resolution, deliver possession of their respective private dwellings to the Association. Upon termination of this Declaration of Condominium and the Plan of Condominium Ownership established herein, the Insurance Trustee shall distribute any insurance indemnity which may be due under any policy or policies of casualty insurance to the owners of the private dwellings and their mortgagees, as their respective interests may appear, such distribution to be made to the owner or owners of each private dwelling in accordance with their then undivided interest in the real property and remaining improvements as hereinbefore provided. The assets of the Association, upon termination of the Plan of Condominium Ownership created hereby, shall then be distributed to all of the owner or owners of each private dwelling and to his or their mortgagees, as their respective interests may appear, in the same manner as was above provided for the distribution of any final insurance indemnity.

C. In addition to the foregoing, the condominium may be terminated at any time by the approval in writing of the owners of not less than seventy-five (75%) percent of the private dwellings and by the record owners of all mortgages upon the private dwellings, the recreational facilities or common areas, if any. The approving owners shall have an option to buy all of the private dwellings of the other owners for the period ending on the sixtieth day from the date that not less than seventy-five (75%) percent of the owners of the private dwellings have consented to such termination. Such approval shall be irrevocable until the expiration of the option and if the option is exercised the approval shall be irrevocable.

The option shall be upon the following terms:

1. Exercise of Option: The option shall be exercised by delivery or mailing by registered or certified mail to each of the record owners of the private dwellings to be purchased an agreement to purchase signed by the record owners of private dwellings who will participate in the purchase. Such agreement shall indicate which private dwellings will be purchased by each participating owner and shall require the purchase of all private dwellings owned by owners not approving the termination, but the agreement shall effect a separate contract between each owner and his purchaser. Private dwellings shall carry with it an undivided interest in the common property as otherwise provided for in Article IV hereinabove.

2. Price: The sales price for each private dwelling shall be the fair market value determined by agreement between the seller and purchaser within thirty (30) days from the delivery or mailing or such agreement, and in the absence of agreement as to price, the price shall be determined by arbitration in accordance with the then existing rules of the American Arbitration Association, except that the arbitrators shall be two appraisers appointed by the American Arbitration Association who shall base their determination upon an average of their appraisal of the private dwelling; and a judgment of specific performance of the sale upon the award rendered by the arbitrators may be entered in any court of competent jurisdiction. The expense of the arbitration shall be paid by the purchaser.

3. Payment: The purchase price shall be paid in cash.

4. Closing: The sale shall be closed within thirty (30) days following the determination of the sales

price.

Termination of the condominium in either of the foregoing manners shall be evidenced by a certificate of the Association executed by its president and secretary certifying as to facts effecting the termination, which certificate shall become effective upon being recorded in the public records of Brevard County, Florida.

D. After termination of the condominium the private dwelling owners shall own the condominium property and all assets of the Association as tenants in common in undivided shares that shall be the same as the undivided shares in the common elements appurtenant to the owners' private dwellings prior to the termination.

XI.

AMENDMENT OF DECLARATION OF CONDOMINIUM

This Declaration of Condominium may be amended in the following manner, to-wit:

A. An Amendment or Amendments to this Declaration of Condominium may be proposed by the Board of Directors of the Association acting upon a vote of the majority of the Directors, or by the members of the Association, whether meeting as members or by instrument in writing signed by them. Upon any Amendment or Amendments to this Declaration of Condominium 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 Meeting of the members of the Association for a date not sooner than twenty (20) days nor later than sixty (60) days from receipt by him of the proposed Amendment or Amendments, and it shall be the duty of the Secretary to give to each member notice of such Special Meeting, in accordance with the terms of the By-Laws of the Association, which are attached hereto as Exhibit "F". At such meeting, the Amendment or Amendments proposed must be approved by an affirmative vote of the members comprising not less than seventy-five (75%) percent of the membership in the Association. Such Amendment or Amendments of this Declaration of Condominium shall be transcribed and certified by the President and Secretary of the Association as having been duly adopted, and the original or an executed copy of such Amendment or Amendments so certified and executed with the same formalities as a Deed shall be recorded in the public records of Brevard County, Florida, within ten (10) days from the date on which the same became effective, such Amendment or Amendments to specifically refer to the recording date identifying the Declaration of Condominium. Thereafter, a copy of said Amendment or Amendments in the form in which the same were placed on record by the Officers of the Association shall be delivered to all of the owners of all private dwellings, but delivery of a copy thereof shall not be a condition precedent to the effectiveness of such Amendment or Amendments.

B. No alteration in the percentage of ownership in common property appurtenant to each private dwelling, or alteration of the basis for sharing common expenses and other apportionment of assessments which may be levied by the Association in accordance with the provisions hereof, or alteration of basis of ownership of common surplus, or alteration of voting rights, shall be made without the written consent of all of the owners of all private dwellings and their respective mortgagees, being first had and obtained.

C. No alteration, amendment or modification of the rights and privileges granted and reserved hereunder in favor of an Institutional Lender or Institutional Lenders shall be made without the written consent of all Institutional Lenders holding mortgages on private dwellings in the condominium being first had and obtained.

D. No alteration, amendment or modification of the rights, and privileges granted and reserved hereunder in favor of Developer, shall be made without the written consent of Developer being first had and obtained.

E. Until such time as the owners of private dwellings, other than Developer, shall be entitled to elect a majority of the Board of Directors of the Association, this Declaration of Condominium may be amended by the Developer by recording such Amendment in the public records of Brevard County, Florida, and no meeting of the membership nor any approval thereof need be had, provided that the Amendment does not increase the number of private dwellings to be located in the apartment building as otherwise provided for in Article IV hereof nor alter the boundaries of the common elements as otherwise provided for in Article IV hereof, nor change the configuration or size of any private dwelling in any material fashion or materially alter or modify the appurtenances to such private dwelling.

XII.

RIGHTS RESERVED UNTO INSTITUTIONAL LENDERS

"Institutional Lender" or "Institutional Lenders" as the terms are used herein, shall mean and refer to banks, savings and loan associations, insurance companies, mortgage bankers, real estate investment trusts, FHA or VA approved mortgage lenders and the Developer. So long as any Institutional Lender or Institutional Lenders shall hold any mortgage upon any private dwelling or private dwellings, or shall be the owner of any private dwelling or private dwellings, such Institutional Lender or Institutional Lenders shall have the following rights, to-wit:

A. To approve the company or companies with whom casualty insurance is placed and the amount of such casualty insurance to be carried from time to time by the Association.

B. To approve the Insurance Trustee designated by the Association, if any.

C. To be furnished with at least one copy of the Annual Financial Statement and Report of the Association, prepared by an Accountant designated by the Association, including a detailed statement of annual carrying charges or income collected and operating expenses, such Financial Statement and Report to be furnished within sixty (60) days following the end of each calendar year.

D. To be given notice by the Association of the call of any meeting of the membership to be held for the purpose of considering any proposed Amendment to this Declaration of Condominium, or the Articles of Incorporation and By-Laws of the Association, which notice shall state the nature of the Amendment being proposed.

E. To be given notice of default by any member owning any private dwelling encumbered by a mortgage held by any Institutional ~~Lender~~ or Institutional Lenders, such notice to be given in writing and to be sent to the principal office of such Insitutional Lender or Institutional Lenders, or the place which it or they may designate in writing to the Association.

F. To cause the Association to create and maintain an Escrow Account for the purpose of assuring the availability of funds with which to pay premium or premiums due from time to time on insurance policy or policies which the Association is required to keep in existence, it being understood that the Association shall deposit in an Escrow Depository satisfactory to such Institutional Lender or Institutional Lenders 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. The Insurance Trustee designated by the Association shall be the Escrow Depository for purposes hereof or the Board of Directors of the Association may designate any Institutional Lender interested in the condominium to act in such capacity or in the alternative, designate a local state or national banking institution.

Whenever any Insitutional Lender or Institutional Lenders desire the provisions of this Article XIII to be applicable to it, it shall serve written notice of such fact upon the Association by Registered or Certified Mail addressed to the Association identifying the private dwelling or private dwellings upon which any such Institutional Lender or Institutional Lenders hold any mortgage or mortgages, or identifying any private dwellings owned by them, or any of them, together with sufficient pertinent facts to identify any mortgage or mortgages which may be held by it or them, and which notice shall designate the place to which notices are to be given by the Association to such Institutional Lender or Institutional Lenders.

So long as Developer holds any mortgage upon a private dwelling or private dwellings, or shall be the owner of any private dwelling or private dwellings, then the Developer shall exercise the rights reserved to Institutional Lenders. At such time as Developer does not hold a mortgage on any private dwelling, and is not the owner of any private dwelling, then the Association shall have the right to designate the Insitutional Lender who shall exercise the rights above described or manner of exercising said rights; provided that said Institutional Lender so designated shall be an Institutional Lender who holds a mortgage on a private dwelling or is the owner of any private dwelling. Whenever there does not exist any Institutional Lender who holds a mortgage on any private dwelling or is the owner of any private dwelling, then, until any Institutional Lender shall acquire any such mortgage or ownership of a private dwelling, the rights reserved unto Institutional Lenders shall be exercised solely by the Board of Directors of the Association. Within ten (10) days after the request of any Institutional Lender to the Association for the name of the Institutional Lender who is exercising the rights hereunder reserved to all Institutional Lenders, the Association shall provide such inquiring Institutional Lender with the name and address of the Institutional Lender exercising said rights for benefit of all said Insitutional Lenders.

XIII.

RIGHTS AND PRIVILEGES RESERVED BY THE DEVELOPER

Developer shall have the absolute right to purchase, sell or lease any private dwelling from or to any person, firm or corporation, upon any terms and conditions deemed by Developer to be in its own best interests, and any such purchase, sale or lease shall be free from the right of first refusal and right of redemption elsewhere herein granted to the Association, and further, the sale or lease of any private dwelling to a party approved by Developer shall be free of said right of first refusal and right of redemption granted to the Association and shall be treated and regarded in the same manner as though such sale, purchase and/or lease was made to or by Developer, the term "lease" including sublease.

The Developer shall have the right to select and designate member or members of the Board of Directors of the Association, and to remove and replace any person or persons selected by it to act and serve on said Board of Directors, all as is set forth and provided in the Articles of Incorporation and By-Laws of the Association. The member or members of the Board of Directors of the Association designated and selected by the Developer need not be resident or residents in the condominium, but each such member must be the owner of a private dwelling in the condominium. Any representative of Developer serving on the Board of Directors of the Association, shall not be required to disqualify himself upon any vote upon any management contract or other contract, or lease between Developer and the Association where said Developer may have a financial or other interest. Similarly, Developer, as a member of the Association, shall not be required to disqualify itself in any vote which may come before the membership of the Association upon any contract or lease between Developer and the Association, where the said Developer may have a financial or other interest.

The Developer shall further have the right to use any private dwelling or private dwellings owned by it as model apartments and/or sales office in connection with Developer's program to sell or lease said private dwelling or private dwellings owned by it, and in connection therewith shall have the right to place upon the common property signs designating Developer's model apartments and/

or sales office and advertising for sale or lease the said private dwelling or private dwellings owned by Developer, any said sign or signs to be placed at Developer's expense and to be in good taste.

In the event of the dissolution of Developer, or merger of Developer into any other entity which survives Developer, or other assignment, at a time when the Developer shall be entitled to have and exercise any rights and privileges hereunder, the rights and privileges of Developer shall pass to and may be exercised by its said successors, survivor or assignee, as the case may be.

XIV.

GENERAL PROVISIONS

A. Covenants Running with the Land: The restrictions and burdens imposed by the covenants of this Declaration of Condominium are intended to and shall constitute covenants running with the land, and shall constitute an equitable servitude upon each private dwelling and its appurtenant undivided interest in common property. This Declaration of Condominium shall be binding upon Developer, its successors and assigns, and upon all parties who may subsequently become owners of private dwellings in the condominium, and their respective heirs, legal representatives, successors and assigns.

B. Severability: If any of the provisions of this Declaration of Condominium, or any section, sentence, clause, phrase or word, or the application thereof in any circumstances be judicially held in conflict with the laws of the State of Florida, then the said laws shall be deemed controlling and the validity of the remainder of this Declaration and the application of any such provisions, section, sentence, clause, phrase or word in other circumstances shall not be affected thereby.

C. Captions: Captions used in the Declaration of Condominium and any of the other condominium documents, are inserted solely as a matter of convenience and shall not be relied upon or used in construing the effect or meaning of any of the text of the several condominium documents.

IN WITNESS WHEREOF, JEANIE II, A Florida General Partnership,

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has caused these presents to be signed and sealed this 29 day of September, 19 81.

WITNESSES:

Tammy L. Killian

Albert C. Sofge

JEANIE II BY THE SEA, A Florida General Partnership

BY: Joyce Ball

Attest: ____________________

(CORPORATE SEAL)

STATE OF FLORIDA

COUNTY OF BREVARD

I HEREBY CERTIFY that on this day, before me, a Notary Public, personally appeared Joyce Ball well known to me to be the President and Secretary, respectively, of JEANIE II BY THE SEA, A Florida General Partnership, and they acknowledged executing the foregoing instrument in the presence of two (2) subscribing witnesses freely and voluntarily under authority vested in them by the said JEANIE II BY THE SEA, and that the seal affixed thereto is the true corporate seal of JEANIE II BY THE SEA.

WITNESS my hand and official seal in the County and State last aforesaid this 29 day of September, 19 81.

Albert C. Sofge

Notary Public, State of Florida

My Commission Expires:

Notary Public, State of Florida at Large
My Commission Expires Aug. 18, 1984
Bonded Thru Troy Fain Ins.

ALBERT C. SOFGE NOTARY PUBLIC STATE OF FLORIDA AT LARGE

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SURVEYOR'S CERTIFICATE

FOR

JEANIE II BY THE SEA,

A CONDOMINIUM

STATE OF FLORIDA
COUNTY OF BREVARD

BEFORE ME, THE UNDERSIGNED AUTHORITY DULY AUTHORIZED TO ADMINISTER OATHS AND TAKE ACKNOWLEDGEMENTS, PERSONALLY APPEARED JOHN R. CAMPBELL, BY ME WELL KNOWN, AND KNOWN TO ME TO BE THE PERSON HEREINAFTER DESCRIBED, WHO AFTER BEING BY ME FIRST DULY CAUTIONED AND SWORN, DEPOSES AND SAYS ON OATH AS FOLLOWS, TO-WIT:

I HEREBY CERTIFY THAT THE CONSTRUCTION OF THE IMPROVEMENTS SHOWN AND DESCRIBED ON THE ATTACHED EXHIBIT "A" ARE SUBSTANTIALLY COMPLETE SO THAT THE MATERIAL DESCRIBED AND SHOWN ON THE ATTACHED EXHIBIT "A" TOGETHER WITH THE PROVISIONS OF THE DECLARATION OF CONDOMINIUM ESTABLISHING JEANIE II BY THE SEA, A CONDOMINIUM IS AN ACCURATE REPRESENTATION OF THE LOCATION AND DIMENSIONS OF THE IMPROVEMENTS, AND THAT THE IDENTIFICATION, LOCATIONS AND DIMENSIONS OF THE COMMON ELEMENTS AND OF EACH UNIT CAN BE DETERMINED FROM THESE MATERIALS.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND OFFICIAL SEAL, THIS 26TH DAY OF JUNE, 1981 A.D.

ALLEN ENGINEERING, INC.

BY: John R. Campbell

JOHN R. CAMPBELL
PROFESSIONAL LAND SURVEYOR
NO. 2351, STATE OF FLORIDA

JOHN R. CAMPBELL CERTIFICATE 2351 LAND SURVEYOR

SWORN TO AND SUBSCRIBED BEFORE ME
AS TO "JOHN R. CAMPBELL", THIS 26TH
DAY OF JUNE, 1981 A.D.

Gloria T. McLeroy

NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES: AUGUST 23, 1981

GLORIA T. McLEROY NOTARY PUBLIC STATE OF FLORIDA AT LARGE

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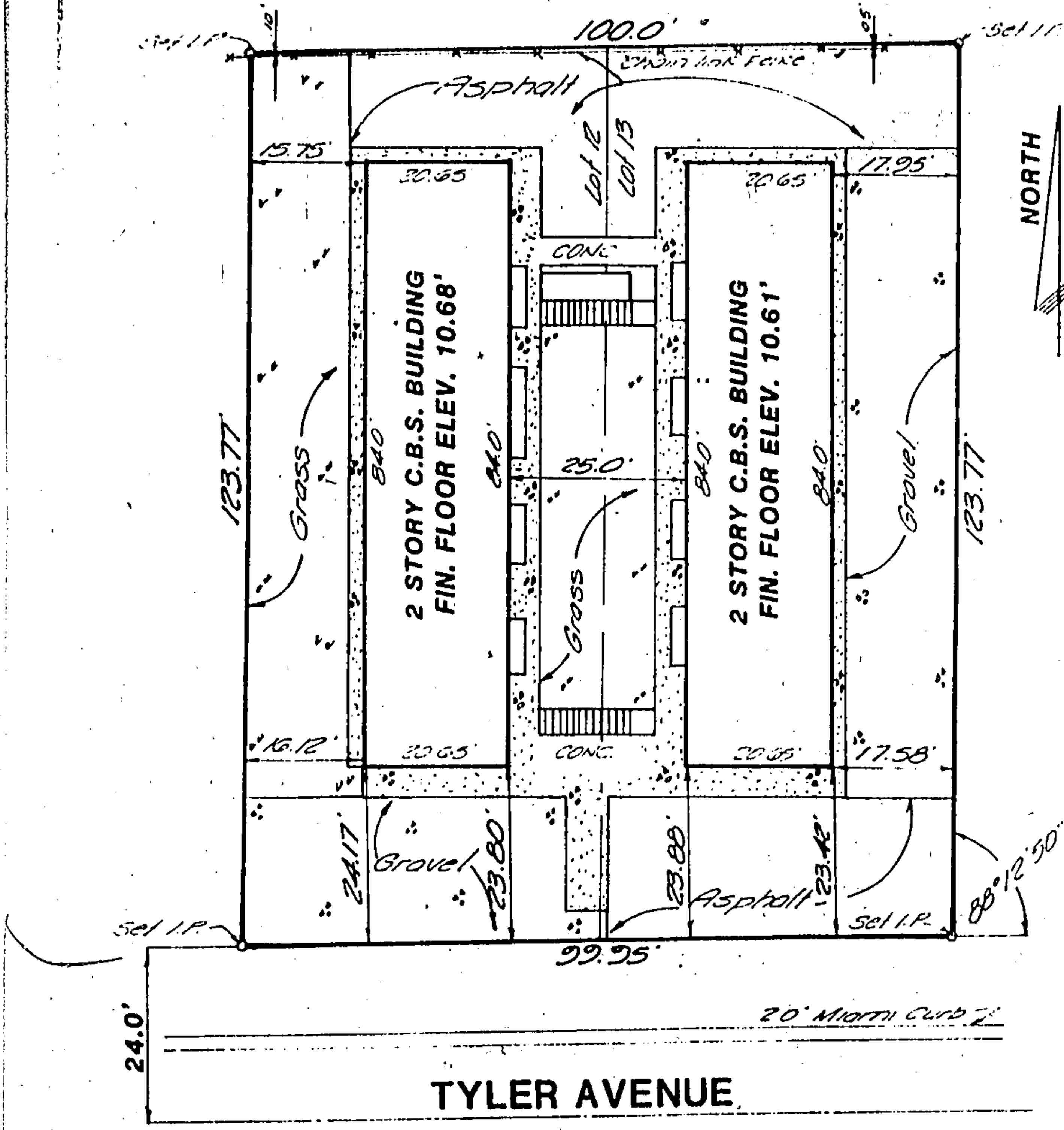
EXHIBIT "A"

SHEET 1

JEANIE II BY THE SEA, A CONDOMINIUM

GRAPHIC PLOT PLAN & SKETCH OF SURVEY



LEGAL DESCRIPTION:
LOTS 12 AND 13 IN BLOCK 39 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.

SURVEYOR'S NOTES:

1. JEANE II BY THE SEA, A CONDOMINIUM CONTAINS 20 UNITS. THE BUILDING IS APPROXIMATELY 18 FEET IN HEIGHT.
2. THE BALANCE OF THE DEVELOPMENT CONSISTS OF DRIVEWAYS, WALKWAYS, PARKING AREAS AND OPEN AREAS.
3. ALL AREAS SHOWN, EXCLUSIVE OF THE UNITS AND THE LIMITED COMMON ELEMENTS ARE COMMON ELEMENTS OF THE CONDOMINIUM.
4. THIS EXHIBIT WAS PREPARED UNDER THE DIRECTION OF JOHN R. CAMPBELL, P.L.S.
5. THE ELEVATIONS SHOWN ARE BASED ON N.G.V. DATUM OF 1929.

CERTIFICATION:
I HEREBY CERTIFY THAT THE ATTACHED SKETCH OF SURVEY OF THE ABOVE DESCRIBED PROPERTY IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AS SURVEYED UNDER MY DIRECTION.

John R. Campbell
JOHN R. CAMPBELL
PROFESSIONAL LAND SURVEYOR
NO. 2551, STATE OF FLORIDA

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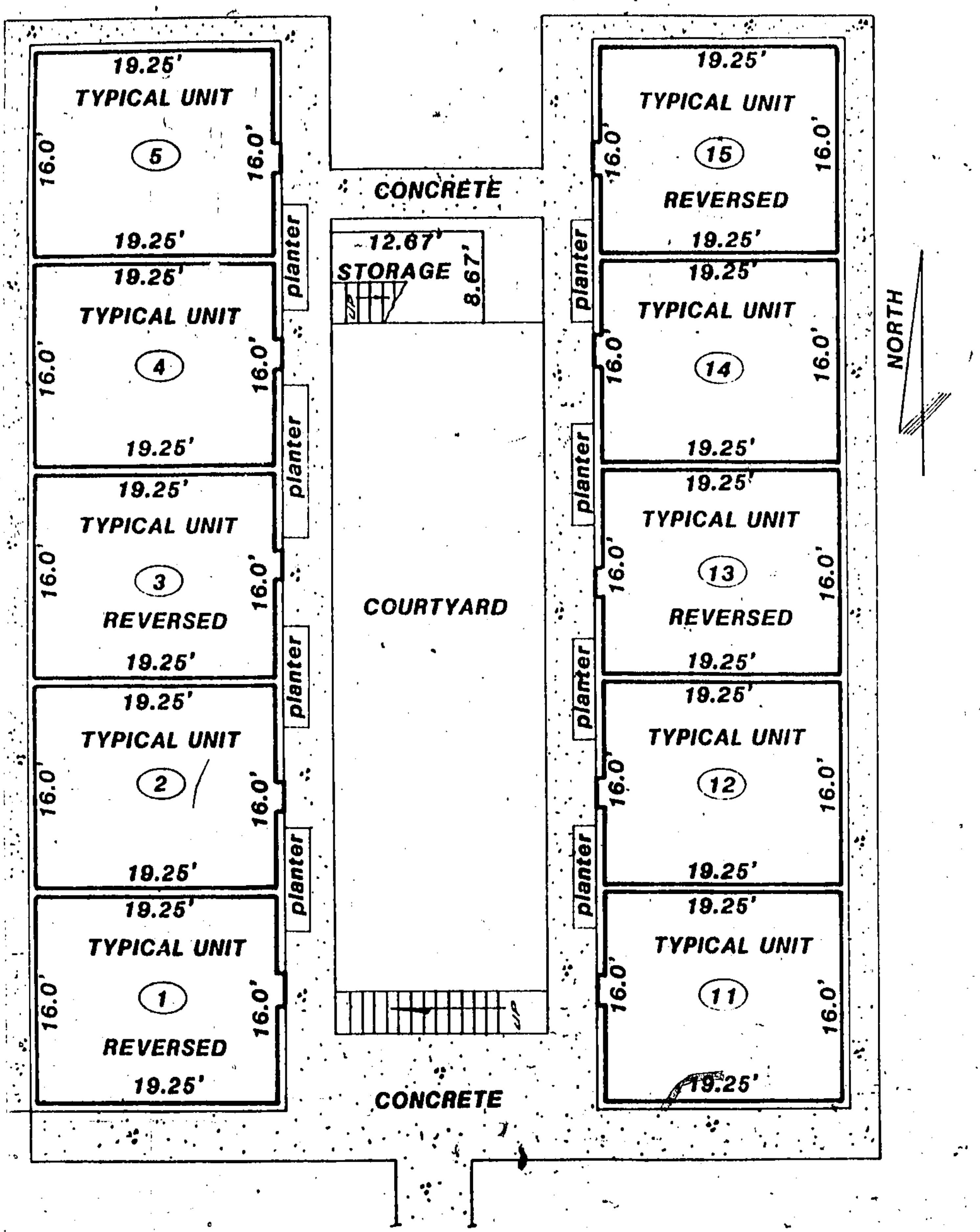
PAGE
0211

ALLEN ENGINEERING, INC.
COCOA BEACH, FLORIDA
JUNE 26, 1981

EXHIBIT "A"

SHEET 2

JEANIE II BY THE SEA, A CONDOMINIUM

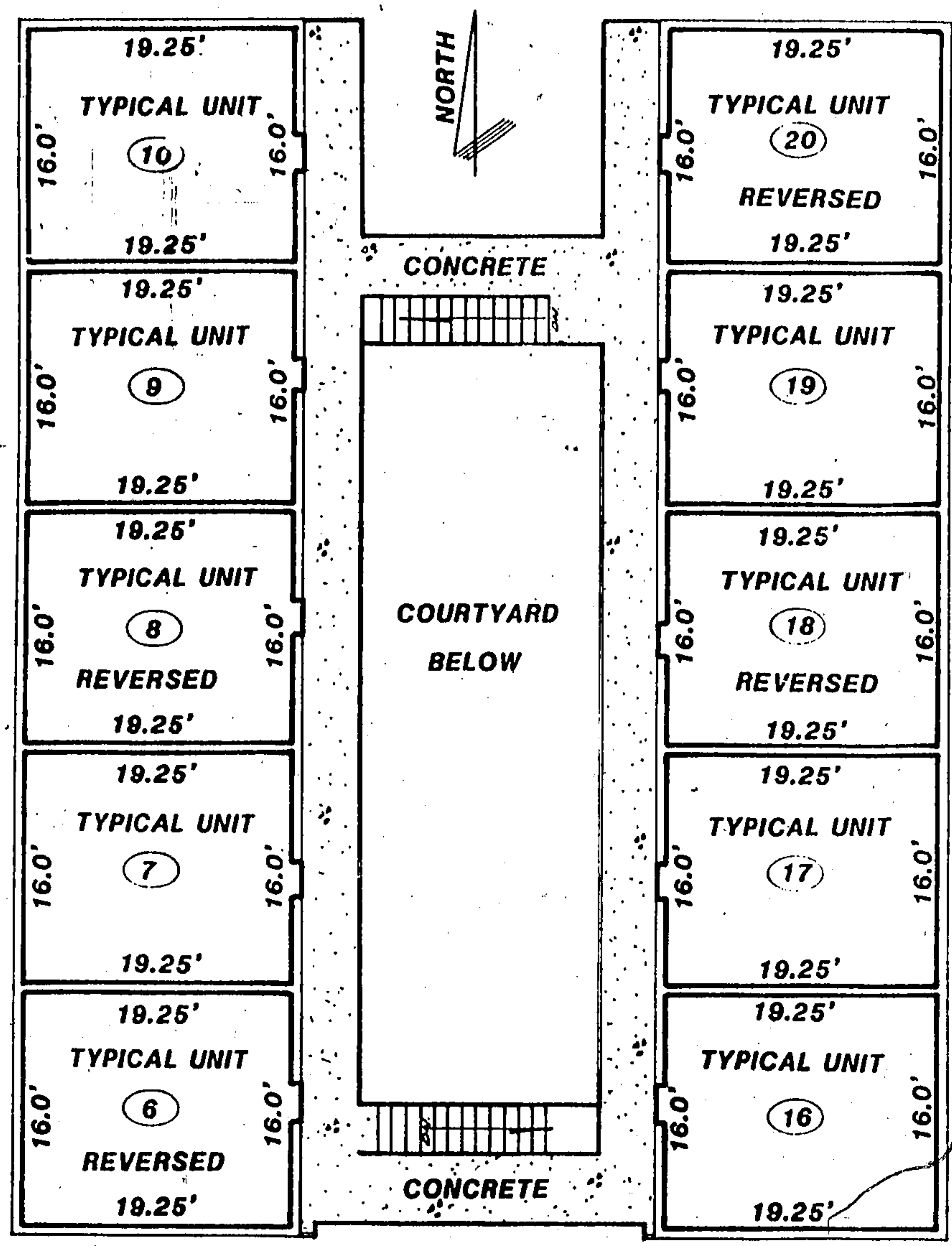


FIRST FLOOR

SURVEYOR'S NOTES:

1. THE FIRST FLOOR FINISHED FLOOR ELEVATION FOR UNITS 1-5 IS 10.68 FEET.
2. THE FIRST FLOOR FINISHED CEILING ELEVATION FOR UNITS 1-5 IS 18.10 FEET.
3. THE FIRST FLOOR FINISHED FLOOR ELEVATION FOR UNITS 11-15 IS 10.61 FEET.
4. THE FIRST FLOOR FINISHED CEILING ELEVATION FOR UNITS 11-15 IS 18.03 FEET.
5. ALL AREAS SHOWN, EXCLUSIVE OF THE UNITS, ARE DESIGNATED AS COMMON ELEMENTS.
6. SEE SHEET 5 FOR THE INDIVIDUAL UNIT PLAN.
7. ——— INDICATES LIMITS OF THE UNIT.
8. (4) INDICATES UNIT NUMBER DESIGNATION.

JEANIE II BY THE SEA, A CONDOMINIUM



SECOND FLOOR

SURVEYOR'S NOTES:

1. THE SECOND FLOOR FINISHED FLOOR ELEVATION FOR UNITS 1-5 IS 18.60 FEET.
2. THE SECOND FLOOR FINISHED CEILING ELEVATION FOR UNITS 1-5 IS 26.02 FEET.
3. THE SECOND FLOOR FINISHED FLOOR ELEVATION FOR UNITS 11-15 IS 18.53 FEET.
4. THE SECOND FLOOR FINISHED CEILING ELEVATION FOR UNITS 11-15 IS 25.95 FEET.
5. ALL AREAS SHOWN, EXCLUSIVE OF THE UNITS, ARE DESIGNATED AS COMMON ELEMENTS.
6. SEE SHEET 5 FOR THE INDIVIDUAL UNIT PLAN.
7. ——— INDICATES LIMITS OF THE UNIT.
8. 7 INDICATES UNIT NUMBER DESIGNATION.

ALLEN ENGINEERING, INC.
COCOA BEACH, FLORIDA
JUNE 26, 1981

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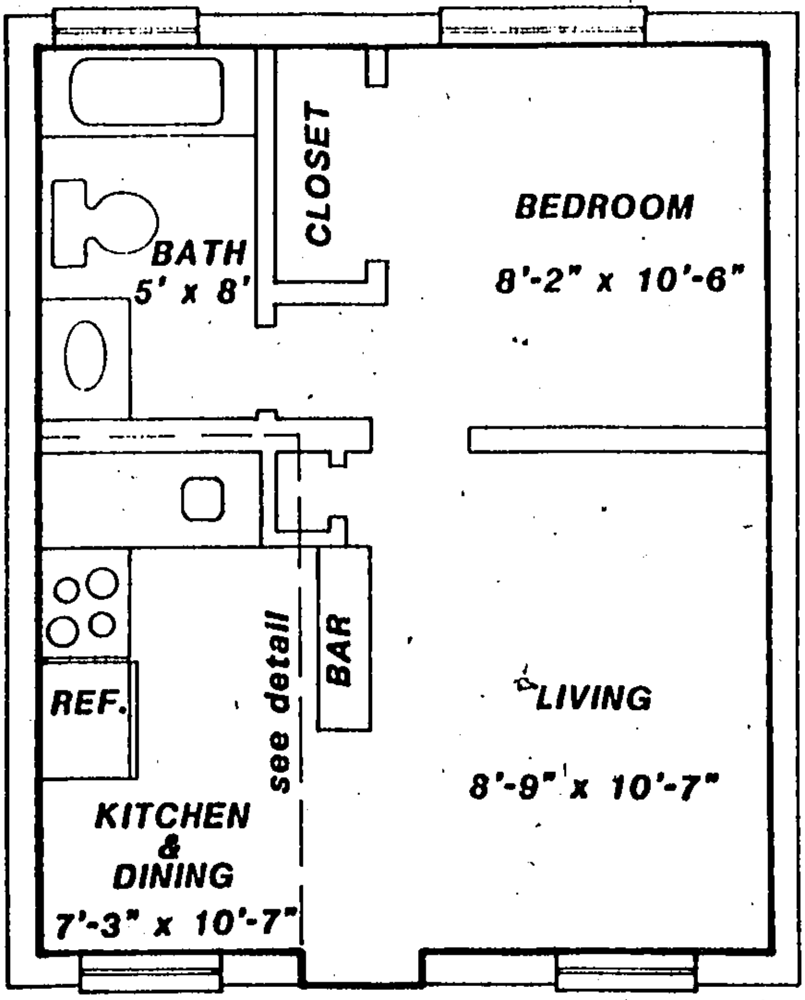
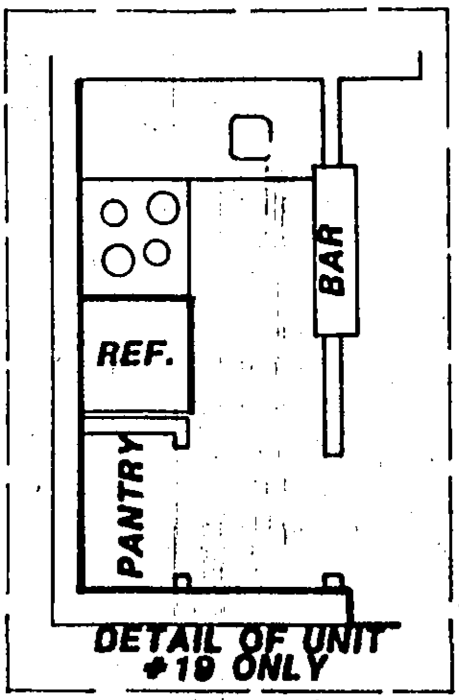
EXHIBIT "A"

SHEET 4

JEANIE II BY THE SEA, A CONDOMINIUM





TYPICAL UNIT

SURVEYOR'S NOTES:

1. SOME UNITS MAY BE REVERSED OR A MIRROR IMAGE OF THE UNIT SHOWN.
2. ALL AREAS NOT INCLUDED IN THE UNIT ARE COMMON ELEMENTS OF THE CONDOMINIUM.
3. ——— INDICATES LIMITS OF THE UNIT.

ALLEN ENGINEERING, INC.
COCOA BEACH, FLORIDA
JUNE 26, 1981

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EXHIBIT "A"

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SHEET 5

Unit Number	% of Undivided Interest in Common Element and Common Surplus
1	five percent (5%)
2	five percent (5%)
3	five percent (5%)
4	five percent (5%)
5	five percent (5%)
6	five percent (5%)
7	five percent (5%)
8	five percent (5%)
9	five percent (5%)
10	five percent (5%)
11	five percent (5%)
12	five percent (5%)
13	five percent (5%)
14	five percent (5%)
15	five percent (5%)
16	five percent (5%)
17	five percent (5%)
18	five percent (5%)
19	five percent (5%)
20	five percent (5%)

EXHIBIT "B"

ARTICLES OF INCORPORATION

OF

JEANIE II BY THE SEA ASSOCIATION, INC.

The undersigned, by these Articles, associate themselves for the purpose of forming a corporation not for profit under Chapter 617, Florida Statutes (1971), as amended, and certify as follows:

ARTICLE I

Name

The name of the corporation shall be JEANIE II BY THE SEA ASSOCIATION, INC. For convenience, the corporation shall be referred to in this instrument as the Association.

ARTICLE II

Purpose

2.1 The purpose for which the Association is organized is to provide an entity pursuant to Section 12 of the Condominium Act, Chapter 718, Florida Statutes (1976), for the operation of JEANIE II BY THE SEA, a condominium, to be located upon the following described real property:

> Lots 12 and 13, Block 39, AVON BY THE SEA, according to the Plat thereof, as recorded in Plat Book 3, Page 7, Public Records of Brevard County, Florida.

2.2 The Association shall make no distribution of income to its members, directors or officers.

ARTICLE III

Powers

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

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

3.2 The Association shall have all of the powers and duties set forth in the Condominium Act, except as limited by these Articles and the Declaration of Condominium, and all of the powers

EXHIBIT C

and duties reasonably necessary to operate the condominium pursuant to the Declaration as presently drafted and as it may be amended from time to time, including but not limited to the following:

a. To make and collect assessments against members as unit owners to defray the costs, expenses and losses of the condominium.

b. To use the proceeds of assessments in the exercise of its powers and duties.

c. To maintain, repair, replace and operate the condominium property.

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

e. To reconstruct improvements after casualty and the further improvements of the property.

f. To make and amend reasonable regulations respecting the use of the property in the condominium.

g. To approve or disapprove the leasing, transfer, mortgage and ownership of units as provided by the Declaration of Condominium and the By-Laws of the Association.

h. To enforce by legal means the provisions of the Condominium Act, the Declaration of Condominium, these Articles, the By-Laws of the Association and the Regulations for the use of the property in the condominium.

i. To contract for the management of the condominium and to delegate to such contractor and manager all powers and duties of the Association, except such as are specifically required by the Declaration of Condominium to have approval of the Board of Directors or the membership of the Association.

j. To contract for the management or operation of portions of the common elements susceptible to separate management or operation, and to lease such portions.

k. To employ personnel to perform the services required for proper operation of the condominium.

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3.3 The Association shall have the power to purchase a unit in the condominium and to hold, lease, mortgage and convey the same.

3.4 All funds and the titles of all properties acquired by the Association and their proceeds shall be held in trust for the members in accordance with the provisions of the Declaration of Condominium, these Articles of Incorporation, and the By-Laws.

ARTICLE IV

Members

4.1 The members of the Association shall consist of all of the record owners of units in the condominium, and after termination of the condominium shall consist of those who are members at the time of such termination and their successors and assigns.

4.2 After receiving approval of the Association as required by the Declaration of Condominium, change of membership in the Association shall be established by recording in the Public Records of Brevard County, Florida, a deed or other instrument establishing a record title to a unit in the condominium and the delivery to the Association of a certified copy of such instrument. The owner designated by such instrument thus becomes a member of the Association, and the membership of the prior owner is terminated.

4.3 The share of a member in the funds and assets of the Association cannot be assigned, hypothecated, or transferred in any manner, except as an appurtenance to his unit.

4.4 The owner of each unit shall be entitled to one vote as a member of the Association. The manner of exercising voting rights shall be determined by the By-Laws of the Association.

ARTICLE V

Directors

5.1 The affairs of the Association will be managed by a board consisting of the number of directors fixed by the By-Laws, but not less than three directors. Directors need not be members of the Association.

5.2 The directors of the Association shall be elected at the annual meeting of the members in the manner specified in the By-Laws. Directors may be removed and vacancies on the Board of Directors shall be filled in the manner provided by the By-Laws.

5.3 When unit owners other than the Developer own 15 percent or more of the units in a condominium that will be operated ultimately by an Association, the unit owners other than the Developer shall be entitled to elect not less than one-third of the members of the board of administration of the Association. Unit owners other than the Developer are entitled to elect not less than a majority of the members of the board of administration of an Association:

a. Three years after 50 percent of the units that will be operated ultimately by the Association have been conveyed to purchasers;

b. Three months after 90 percent of the units that will be operated ultimately by the Association have been conveyed to purchasers;

c. When all the units that will be operated ultimately by the Association have been completed, some of them have been conveyed to purchasers, and none of the others are being offered for sale by the Developer in the ordinary course of business; or

d. When some of the units have been conveyed to purchasers and none of the others are being constructed or offered for sale by the Developer in the ordinary course of business,

whichever occurs first. The Developer is entitled to elect at least one member of the board of administration of an Association as long as the Developer holds for sale in the ordinary course of business any unit in a condominium operated by the Association.

5.4 The names and address 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:

R. Porter Ball	2100 N. Atlantic Avenue, #409 Cocoa Beach, FL 32931

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Joyce Ball | 2100 North Atlantic Avenue, #409
Cocoa Beach, FL 32931

Wallace R. Cook | 121 Holiday Lane
Cocoa Beach, FL 32931

5.5 Within 60 days after the unit owners other than the Developer are entitled to elect a member or members of the board of administration of an Association, the Association shall call, and give not less than 30 days' or more than 40 days' notice of, a meeting of the unit owners to elect the members of the board of administration. The meeting may be called and the notice given by any unit owner if the Association fails to do so.

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

a. Assessment of the Developer as a unit owner for capital improvements.

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

ARTICLE VI

OFFICERS AND RESIDENT AGENT

The affairs of the Association shall be administered by the officers designated in the By-Laws. The officers shall be elected by the Board of Directors at its first meeting following the annual meeting of the members of the Association, and they shall serve at the pleasure of the Board of Directors. The names and addresses of the officers who shall serve until their successors are designated by the Board of Directors are as follows:

President: | R. Porter Ball
2100 North Atlantic Avenue, #409
Cocoa Beach, FL 32931

Vice-President: | Wallace R. Cook
121 Holiday Lane
Cocoa Beach, FL 32931

Secretary-Treasurer: Joyce Ball
2100 N. Atlantic Avenue, #409
Cocoa Beach, FL 32931

The initial resident agent of this corporation for the purpose of accepting service of process within this State is:

Perry Douglas West
10 N. Sykes Creek Parkway
Suite 200
Merritt Island, FL 32952

ARTICLE VII

Indemnification

Every director and every officer of the Association shall be indemnified by the Association against all expenses and liabilities, including counsel fees, reasonably incurred by or imposed upon him in connection with any proceeding or any settlement of 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 Association, whether or not he is a director or officer at the time such expenses are incurred, except when the director or officer is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties; provided, that in the event of a settlement, the indemnification shall apply only when the Board of Directors approves such settlement and reimbursement as being for the best interests of the Association. 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 VIII

By-Laws

The first By-Laws of the Association shall be adopted by the Board of Directors and may be altered, amended or rescinded in the manner provided by the By-Laws.

ARTICLE IX

Amendments

Amendments to the Articles of Incorporation shall be proposed and adopted in the following manner:

9.1 Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which a proposed

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amendment is considered.

9.2 A resolution for the adoption of a proposed amendment may be proposed either by the Board of Directors or by the members of the Association. Directors and members not present in person or by proxy at the meeting to consider the amendment may express their approval in writing, provided such approval is delivered to the secretary at or prior to the meeting. Except as hereinafter provided, approval of a proposed amendment must be either by:

a. Not less than 75% of the entire membership of the Board of Directors and not less than 75% of the votes of the entire membership of the Association; or

b. Until the first election of the Board of Directors, only by all of the Directors.

9.3 No amendment shall make any changes in the qualifications for membership nor the voting rights of members, nor any change in Section 3.3 of Article III hereof, without approval in writing by all members and the joiner of all record owners of mortgages upon the condominium. No amendment shall be made that is in conflict with the Condominium Act or the Declaration of Condominium.

9.4 A copy of each amendment shall be certified by the Secretary of State, State of Florida, and be recorded in the Public Records of Brevard County, Florida.

ARTICLE X

Term

The term of the Association shall be perpetual.

ARTICLE XI

Subscribers

The name and addresses of the subscribers to these Articles of Incorporation are as follows:

R. Porter Ball	2100 N. Atlantic Avenue, #409 Cocoa Beach, FL 32931
Joyce Ball	2100 N. Atlantic Avenue, #409 Cocoa Beach, FL 32931
Wallace R. Book	121 Holiday Lane Cocoa Beach, FL 32931

IN WITNESS WHEREOF, the subscribers have hereunto affixed their signatures on this 29th day of September, 1981.

R. Porter Ball

Joyce Ball

Wallace R. Cook

STATE OF FLORIDA
COUNTY OF BREVARD

Before me, the undersigned authority, on this day personally appeared R. PORTER BALL and JOYCE BALL, who being duly sworn, severally acknowledged the execution of the foregoing Articles of Incorporation of JEANIE II BY THE SEA ASSOCIATION, INC., for the purposes expressed therein.

WITNESS my hand and official seal in the above County and State on this 29th day of September, 1981.

NOTARY PUBLIC, State of Florida at Large
My Commission Expires:

Notary Public, State of Florida at Large
My Commission Expires June 9, 1984
Bonded by American Fire & Casualty Company

STATE OF FLORIDA
COUNTY OF BREVARD

Before me, the undersigned authority, on this day personally appeared WALLACE R. COOK who being duly sworn, severally acknowledged the execution of the foregoing Articles of Incorporation of JEANIE II BY THE SEA ASSOCIATION, INC., for the purposes expressed therein.

WITNESS my hand and official seal in the above County and State on this 29th day of September, 1981.

NOTARY PUBLIC, State of Florida at Large
My Commission Expires:

Notary Public, State of Florida at Large
My Commission Expires June 9, 1984
Bonded by American Fire & Casualty Company

ACCEPTANCE OF DESIGNATION AS RESIDENT AGENT

Having been named to accept service of process for this corporation at the place designated in this certificate, I hereby accept the appointment and agree to act in this capacity and to comply with the provisions of Chapter 48.091, Florida Statutes, relative to keeping open said office.

Resident Agent

BY-LAWS

OF

JEANIE II BY THE SEA ASSOCIATION, INC.

1. Identity. These are the By-Laws of JEANIE II BY THE SEA ASSOCIATION, INC., hereinafter referred to as the Association, a corporation not for profit under the laws of the State of Florida, the Articles of Incorporation thereof having been filed in the Office of the Secretary of State, State of Florida, on October 13, 1981. The Association has been organized for the purpose of administering a condominium pursuant to Chapter 718, Florida Statutes (1971), hereinafter referred to as the Condominium Act.

1.1 The initial office of the Association shall be at 406 Tyler Avenue, Cape Canaveral, FL 32920.

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

1.3 The seal of the Association shall bear the name of the Association, the word "Florida," the words "Corporation not for profit," and the year of incorporation, an impression of which is as follows:

2. Members' Meetings.

2.1 The annual meeting of the members shall be held at the office of the Association at 10:00 o'clock a.m., Eastern Standard Time, on the first Tuesday in January of each year for the purpose of electing directors and the transaction of any other business authorized to be transacted by the members; provided, however, that if said date is a legal holiday, the meeting shall be held at the same hour on the next day that is not a holiday.

2.2 Special meetings of the members shall be held whenever called by the President or Vice President or by a majority of receipt of a written request from one-half of the entire membership.

2.3 Notice of all meetings of the members stating the time be given by the President or Vice-President or Secretary unless waived in writing. Such notice shall be in writing to each member at his address as it appears on the books of the Association and shall be mailed not less than ten (10) days nor more than sixty (60) days prior to the date of the meeting. Proof of such mailing shall be given by the affidavit of the person giving the notice. Notice of meeting may be waived before or after the meeting.

2.4 A quorum at the meeting of the members shall consist of one-half of the entire membership of the Association. The acts approved by a majority of the votes cast at a meeting at which a quorum is present shall constitute the acts of the members, except when approval by a greater number of members is required by the Declaration of Condominium, the Articles of Incorporation, or these By-Laws.

2.5 <u>Voting</u>

a. At any meeting of members, the owner of each unit shall be entitled to cast one vote for each unit he owns.

b. If a unit is owned by one person, his right to vote shall be established by the record title to his unit. If a unit is owned by more than one person, or is under lease the person entitled to cast the vote for the unit shall be designated by a certificate signed by all of the record owners of the unit and filed with the Secretary of the Association. If a unit is owned by a corporation, the person entitled to cast the vote for the unit shall be designated by a certificate signed by the President or Vice President and attested by the Secretary or Assistant Secretary of the corporation and filed with the Secretary of the Association. Such certificate shall be valid until revoked or until superseded by a subsequent certificate or until a change in the ownership of the unit concerned. A certificate designating the person entitled to cast the vote of a unit may be revoked by any owner of the unit.

If such certificate is not on file, the vote of such owners shall not be considered in determining the requirement for a quorum nor for any other purpose.

2.6 Proxies. Votes may be cast in person or by proxy. A proxy may be made by any person entitled to vote and shall be valid only for the particular meeting designated in the proxy and must be filed with the Secretary of the Association before any adjournment of the meeting.

2.7 Adjourned Meetings. If any meeting of members cannot be organized because a quorum has not attended, the members who are present, either in person or by proxy, may adjourn the meeting from time to time until a quorum is present.

2.8. The order of business at the annual meetings of the members and as far as practical at the other meetings of the members shall be as follows:

a. Election of chairman of the meeting.

b. Calling of the roll and certifying proxies.

c. Proof of notice of meeeting ~~or waiver~~ of notice.

d. Reading and disposal of any unapproved minutes.

e. Reports of officers.

f. Reports of committees.

g. Election of directors.

h. Unfinished business.

i. New business.

j. Adjournment.

3. Directors.

3.1 Membership. The affairs of the Association shall be managed by a Board composed of three (3) Directors, the exact number of directors to be varied only by amendment to these By-Laws.

3.2 Election of directors shall be conducted in the following manner:

a. Election of directors shall be held at the annual meeting of the members, or at a special meeting called for that purpose.

b. A nominating committee of three (3) members shall be appointed by the Board of Directors not less than ten (10) days prior to the annual meeting of the members. The committee shall nominate one person for each director then serving. Nominations for additional directors created at the meeting shall be made from the floor, and other nominations may be made from the floor.

c. The election shall be by ballot (unless dispensed with by unanimous consent) and by a plurality of the votes cast, each person voting to be entitled to cast his votes for as many nominees as there are vacancies to be filled. There shall be no cumulative voting.

d. Except as to vacancies created by removal of directors by the members, vacancies in the Board of Directors occurring between annual meetings of the members shall be filled by the remaining directors.

e. Any director may be removed by concurrence of two-thirds of the votes of the entire membership at a special meeting of the members called for that purpose. The vacancy in the Board of Directors so created shall be filled by the members of the Association at the same meeting.

f. Provided, however, that until such time as the unit owners are entitled, pursuant to the Declaration of Condominium or Articles of Incorporation, to elect one or more directors the first Directors of the Association shall serve.

3.3 The term of each director's service shall extend until the next annual meeting of the members and subsequently until his successor is duly elected and qualified or until he is removed in the manner elsewhere provided.

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

3.5 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. Notice of regular meetings shall be given to each director, personally or by mail, telephone or telegraph, at least three (3) days prior to the date stated for such meeting.

3.6 Special meetings of the directors may be called by the President and must be called by the Secretary at the written request of one-third of the directors. Not less than three (3) days' notice of the meeting shall be given personally or by mail, telephone or telegraph, which notice shall state the time, place and purpose of the meeting.

3.7 Waiver of Notice. 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.

3.8 A quorum at meetings of the directors shall consist of a majority of the entire Board of Directors. The acts approved by a majority of those present at a meeting at which a quorum is present shall constitute the acts of the Board of Directors, except when approval by a greater number of directors is required by the Declaration of Condominium, the Articles of Incorporation, or these By-Laws.

3.9 Adjourned Meetings. If at any meeting of the Board of Directors there be less than a quorum present, the majority of those present may adjourn the meeting from time to time until a quorum is present. At any adjourned meeting any business that might have been transacted at the meeting as originally called may be transacted without further notice.

3.10 Joinder in Meeting by Approval of Minutes. The joinder of a director in the action taken at a meeting by signing and concurring in the minutes of that meeting shall constitute the presence of such director for the purpose of determining a quorum.

3.11 The presiding officer at meetings of the directors shall be the President. In the absence of the President, the directors present shall designate one of their number to preside.

3.12 The order of business at meetings of the directors shall be as follows:

a. Calling of the roll.

b. Proof of due notice or waiver of notice of the meeting.

c. Reading and disposal of any unapproved minutes.

d. Election of officers.

e. Unfinished business.

f. New business.

g. Adjournment.

3.13 Fees of Directors, if any, shall be determined by the members.

4. Powers and Duties of The Board of Directors. All of the powers and duties of the Association existing under The Condominium Act, Declaration of Condominium, Articles of Incorporation, and these By-Laws shall be exercised exclusively by the Board of Directors, its agents, contractors or employees, subject only to approval by unit owners when such is specifically required.

5. Officers.

5.1 The executive officers of the Association shall be a President, Vice President, Treasurer, Secretary and an Assistant Secretary, all of whom shall be elected annually by the Board of Directors, and who may be preemptorily removed by vote of the directors at any meeting. Any person may hold two or more offices, except that the President shall not also be the Secretary or an Assistant Secretary. The Board of Directors, from time to time, shall elect such other officers and designate their powers and duties as the Board shall find to be required in the management of the affairs of the Association.

5.2 The President shall be the chief executive officer of the Association. He shall have all of the power and duties usually vested in the office of president of any association, including, but not limited to, the power to appoint committees from among the members from time to time, as he in his discretion may determine appropriate, to assist in the conduct of the affairs of the Association.

5.3 The Vice President, in the absence or disability of the President, shall exercise the powers and perform the duties of the President. He also shall assist the President generally and exercise such other powers and perform such other duties as shall be prescribed by the directors.

5.4 The Secretary shall keep the minutes of all proceedings of the directors and the members. He shall attend to the giving and serving of all notices to the members and directors and other notices required by law. He shall have custody of the seal of the Association and affix it to instruments requiring a seal when duly signed. He shall keep the records of the Association, except those of the Treasurer, and shall perform all other duties incident to the office of secretary of an association and as may be required by the directors or the President. The Assistant Secretary shall perform the duties of the Secretary when the Secretary is absent.

5.5 The Treasurer shall have custody of all property of the Association, including funds, securities and evidences of indebtedness. He shall keep the books of the Association in accordance with good accounting practices, and he shall perform all other duties incident to the office of Treasurer as prescribed by the Board of Directors.

5.6 The compensation of all officers and employees of the Association shall be fixed by the directors. The provision that fees of directors shall be determined by the members 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 provision for fiscal management of the Association set forth in the Declaration of Condominium and Articles of Incorporation shall be supplemented by the following provisions:

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

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

b. Reserve for deferred maintenance, which shall include funds for maintenance items that occur less frequently than annually. A minimum of two ($2.00) dollars per month shall be assessed to and collected from each unit owner for addition to this reserve.

c. Reserve for replacement, which shall include funds for repair or replacement required because of damage, depreciation ~~or obs~~olescence.

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

6.2 Budget. The Board of Directors shall adopt a budget for each calendar year that shall include the estimated funds required to defray the common expenses and to provide and maintain funds for the foregoing accounts and reserves according to good accounting practices as follows:

a. Current expense, the amount for which shall not exceed one hundred fifteen percent (115%) of the budget for this account for the prior year.

b. Reserve for deferred maintenance, the amount for which shall not exceed one hundred fifteen percent (115%) of the budget for this account for the prior year.

c. Reserve for replacement, the amount for which shall not exceed one hundred twenty-five percent (125%) for this account for the prior year.

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

e. Provided, however, that the amount for each budgeted item may be increased over the foregoing limitations when approved by not less than sixty percent (60%) of the entire membership of the Association; and further provided that until the Developer of the condominium has closed the sales of all units in the condominium known as JEANIE II, a Florida General Partnership, or until June 1, 1984, or until the Developer elects to terminate control of the condominium, whichever shall occur first, the Board of Directors may omit from the budget all allowances for contingencies and reserves.

f. Copies of the budget and proposed assessments shall be transmitted to each member on or before December 1, preceding the year for which the budget is made. If the budget is amended subsequently, a copy of the amended budget shall be furnished to each member.

6.3 <u>Assessments.</u> Assessments against the unit owners for their share of the items of the budget shall be made for the calendar year annually in advance on or before the 20th day of December, preceding the year for which the assessments are made. Such assessments shall be due and payable in twelve (12) equal installments on the first day of each and every month during the year for which the assessments are made. If an annual assessment is not made as required, an assessment shall be presumed to have been made in the amount of the last prior annual assessment, and monthly installments on such assessment shall be due upon each installment date until changed by an amended assessment. In the event the annual assessment proves to be insufficient, the budget and assessments may be amended at any time by the Board of Directors, if the accounts of the amended budget do not exceed the limitations set forth above for that year. Any account that does not exceed such limitation shall be subject to the approval of the membership of the Association as previously required in these By-Laws. The unpaid assessment for the remaining portion of the calendar year for which an amended assessment is made shall be due and payable in equal monthly installments on the first day of each and every month during the remaining portion of said calendar year. The first assessment shall be determined by the Board of Directors of this Association.

6.4 <u>Acceleration of Assessment Installments Upon Default.</u> If the owner of a unit shall be in default in the payment of an installment upon an assessment, the Board of Directors may accelerate the remaining installments of the assessment upon notice to the owner of the unit, and then the unpaid balance of the assessment shall come due upon the date stated in the notice, but not less than ten (10) days after delivery of the notice to the owner of the unit, or not less than twenty (20) days after the mailing of such notice to the owner of the unit by registered or certified mail, whichever shall occur first.

6.5 <u>Assessments for Emergencies.</u> Assessments for common expenses in emergencies which cannot be paid from the annual assessments for common expenses shall be made only after notice of the need for such is given to the owners of units concerned. After such notice and upon approval in writing by persons entitled to cast more than one-half of the votes of the owners of units concerned, the assessment shall become effective, and it shall be due after thirty (30) days' notice in such manner as the Board of Directors of the Association may require in the notice of assessment.

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

6.7 An audit of the accounts of the Association shall be made annually by a certified public accountant, and a copy of the audit report shall be furnished to each member not later than April 1 of the year following the year for which the audit is made.

6.8 The Association may obtain adequate fidelity bonds for all officers and employees of the Association handling or responsible for assessments, insurance proceeds or any other funds relating to the condominium. The premiums on such bonds shall constitute a common expense.

7. Regulations. The Board of Directors of the Association may from time to time make, adopt, amend and endorse reasonable regulations respecting the use of the respective condominium properties, and any property in which the association owns an interest, and said rules and regulations shall implement the following general policies:

7.1. An owner of a unit shall pay all ad valorem taxes on his particular unit, whether assessed directly or assessed against the condominium as a whole, and prorated by the Board of Directors of the Association.

7.2 An owner of a unit shall maintain his unit so that the unit or any other unit owner will not be damaged by his neglect.

7.3 An owner of a unit shall maintain all of the interior installations of the unit, including the maintenance of the water, light, gas, power, sewage, telephone, air conditioners, sanitary installations, doors, windows, lamps and other accessories belonging to the particular unit and not owned by the Association or covered by the insurance maintained by the Association.

7.4 An owner shall not post any advertisements or posters of any kind in or on the project except as authorized by a majority of the Board of Directors.

7.5 Residents shall exercise extreme care about making noises or the use of musical instruments, radios, television and amplifiers that may disturb other residents.

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

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

7.8. It is prohibited for residents or their guests to park commercial vehicles, other than ordinary passenger cars, or trailers of a type used for hauling or moving, on the common property.

7.9 No owner, resident or lessee shall install wiring for electrical or telephone installations nor shall he install any type of television antennae, machine or air conditioning units, etc., on the exterior of the project or that protrude through the walls or the roof of the project except as authorized by a majority of the Board of Directors.

7.10 The owner shall have no pets on the premises other than parakeets, canaries, or similar birds, cats, and small canines, and the latter shall be allowed on the common property of the condominium only on a leash.

8. Amendments. These By-Laws may be amended in the following manner:

8.1 Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which a proposed amendment is considered.

8.2 A resolution adopting a proposed amendment may be proposed by either the Board of Directors of the Association or by the members of the Association. Directors and members not present in person or by proxy at the meeting considering the amendment may express their approval in writing, providing such approval is delivered to the Secretary at or prior to the meeting. Except as elsewhere provided, such approvals must be either by:

a. Not less than seventy-five percent (75%) of the entire membership of the Board of Directors, and by not less than seventy-five percent (75%) of the votes of the entire membership of the Association; or

b. By not less than eighty percent (80%) of the votes of the entire membership of the Association; or

c. Until the first election of directors, by all of the directors.

Notwithstanding any and all provisions stated herein, the Developer shall maintain control of JEANIE II BY THE SEA ASSOCIATION, INC. in accordance with Article V of the Articles of Incorporation thereof for the period specified therein.

The foregoing were adopted as the By-Laws of JEANIE II BY THE SEA ASSOCIATION, INC., a corporation not for profit under the laws of the State of Florida, at the first meeting of the Board of Directors on the 29th day of September, 1981.

(SEAL)

(SEAL)

(SEAL)

CONSENT AND JOINDER BY MORTGAGEE IN DECLARATION OF CONDOMINIUM OF JEANNE II BY THE SEA, A CONDOMINIUM

KNOW ALL MEN BY THESE PRESENTS, that F. L. MURPHY and CALLIE C. MURPHY, his wife, the owners and holders of a certain mortgage dated the 1st day of November, 1979, and recorded in Official Records Book 2203, Page 1790, Public Records of Brevard County, Florida, hereby join in the aforesaid Declaration of Condominium of JEANNE II BY THE SEA, A Condominium, for the purpose of consenting to and hereby do as Mortgagee, consent to the foregoing Declaration of Condominium of Jeanne II By The Sea, A Condominium.

DATED this 6th day of April, 1984.

Signed, Sealed and Delivered
In the Presence of:

[signature] F. L. Murphy (L.S.)
F. L. Murphy

Phoebe L. Hasselton [signature] Callie C. Murphy (L.S.)
Callie C. Murphy

STATE OF FLORIDA
COUNTY OF BREVARD

The foregoing instrument was acknowledged before me this 6th day of April, 1984, by F. L. MURPHY and CALLIE C. MURPHY, his wife.

[signature]
NOTARY PUBLIC

My Commission Expires: Notary Public, State of Florida
My Commission Expires April 24, 1985
Bonded Thru Troy Fain - Insurance, Inc.

NOTARY PUBLIC STATE OF FLORIDA

CONSENT AND JOINDER BY MORTGAGEE IN DECLARATION OF CONDOMINIUM OF JEANIE II BY THE SEA, A CONDOMINIUM

KNOW ALL MEN BY THESE PRESENTS, that ATLANTIC NATIONAL BANK OF SEMINOLE, the owner and holder of a certain mortgage dated the 30th day of April, 1981, and recorded in Official Records Book 2297, Page 1333, Public Records of Brevard County, Florida, hereby join in the aforesaid Declaration of Condominium of JEANIE II BY THE SEA, A Condominium, for the purpose of consenting to and hereby do as Mortgagee, consent to the foregoing Declaration of Condominium of Jeanie II By The Sea, A Condominium.

DATED this 12th day of April, 1984.

Signed, Sealed and Delivered
in the Presence of:

Margaret A. Reiman

[signature]

[signature] (L.S.)
Clyde Cansler, Vice President
Atlantic National Bank of Seminole

ATTEST: [signature]

STATE OF FLORIDA
COUNTY OF BREVARD

The foregoing instrument was acknowledged before me this 12th day of April, 1984, by Clyde Cansler.

MARGARET A. REIMAN NOTARY PUBLIC STATE OF FLORIDA AT LARGE

Margaret A. Reiman
NOTARY PUBLIC

MY COMMISSION EXPIRES:

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXPIRES JUNE 25 1986
BONDED THRU GENERAL INS, UNDERWRITERS

Prepared By:

Joseph W. Scott, Esquire
110 Polk Ave., Suite 2
Cape Canaveral, FL 32920

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