

RECORDED AND INDEXED
DECLARATION OF CONDOMINIUM
RETURN TO:
W. J. VAUGHN & JOEL S. MOSS
Attorneys at Law
P. O. Box 370, Melbourne, Florida

DECLARATION OF CONDOMINIUM
FOR
HARBOR PINES OFFICE CONDOMINIUM

71

7/11/88

WILSON DEVELOPMENT, INC., hereinafter referred to as "the Developer", hereby submits the property described in this document, which property is known as HARBOR PINES OFFICE CONDOMINIUM to the condominium form of ownership and use as provided in Chapter 718, Florida Statutes, known and hereinafter referred to as the Condominium Act.

All restrictions, reservations, covenants, conditions, and easements herein shall create covenants running with the land which shall be binding on the Developer and all its successors and assigns forever.

REC FEE \$ 145.00
DUES \$ _____
INT TAX \$ _____
SER CHG \$ _____
RECORD \$ _____
Check Cash or Cashier's Co. Funds *[Signature]*

1. DESCRIPTION OF THE LAND

The land which, together with all buildings and improvements thereon, constitutes the condominium property is the following described property:

From the N.W. corner of the East 1/2 of the S.E. 1/4 of Sec. 24, T.27S., R.36E., Brevard County, Florida run S0°45'03" W along the west line of said E. 1/2 of S.E. 1/4 of Sec. 24 a distance of 1272.63 ft.; thence N88°11'30" E parallel with the north line of said S.E. 1/4 a distance of 686.77 ft. to the Point of Beginning of the herein described parcel; thence continue N88°11'30"E a distance of 260.00 ft. to the right-of-way line of Wickham Road (said right-of-way line being 40.0 ft. west of the centerline of said road); thence N0°49'12"E along said right-of-way line a distance of 215.00 ft.; thence S88°11'30"W a distance of 260.00 ft.; thence S0°49'12"W a distance of 215.00 ft. to the Point of Beginning. Contains 1.28 acres, more or less.

as shown in the attached survey, identified as EXHIBIT A.

2. DESCRIPTION OF THE BUILDING

The building construction on the land is a two-story reinforced concrete structure. The total area of the building is approximately 12,000 square feet.

There are twenty (20) individual units in this condominium and every unit occupies space on the first or second floor, ten (10) units on the first floor and ten (10) on the second floor. The building is described more completely in the attached plans, maps, and surveys identified as Exhibits A and B.

3. DEFINITIONS

The definitions contained in the Florida Condominium Act are incorporated herein by reference and shall be the definitions of like terms as used in this Declaration.

This instrument prepared by
JOEL S. MOSS, Attorney at Law
Post Office Box 370
Melbourne, Florida 32901

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4. DESCRIPTION OF THE UNITS

Each unit has approximately 600 square feet and is equipped with individual plumbing, toilet, air conditioning and electrical distribution equipment.

Each first floor unit is identified, depicted and dimensionally described in Exhibits C and D. First floor units consist of Unit Numbers 101, 102, 103, 104, 105, 106, 107, 108, 109, and 110.

Each second floor unit is identified, depicted and dimensionally described in Exhibit E and F. Second floor units consists of Unit Numbers 201, 202, 203, 204, 205, 206, 207, 208, 209, and 210.

The Developer reserves the right to combine adjacent units by constructing doorways or other such openings in the partitions or boundary walls separating said units.

5. DESCRIPTION OF THE COMMON ELEMENTS

The common elements consist of the following:

A. The land described in Section 1.

B. The foundation, columns, girders, beams, supports, roof, exterior walls, walls between units and all other interior walls, except the interior surface of all boundary walls, all hallways, voids between floors, utility risers, lobbies, fire escapes, entrances, exits, stairs, central and appurtenant installation for hot and cold water, electric power, lights, air conditioning, gas, cable television, sewer pipes, and any other utilities.

C. All other parts of the condominium property commonly used or necessary, beneficial, or convenient for the maintenance, safety, or existence of the property, including parking areas.

D. This condominium shall have parking spaces for fifty (50) vehicles.

6. SURVEYOR'S CERTIFICATE

There is attached hereto as Exhibits A thru F and made a part hereof, and recorded simultaneously herewith, a survey, plot plan and graphic description of improvements mentioned above, showing the units, common elements and limited common elements, their location and approximate dimensions in sufficient detail to identify them. The boundary survey (Exhibit A) has been certified to, and identified in the manner required by F.S. 718.104(4)(e) and attached hereto as Exhibit G and made a part hereof. The condominium is not substantially completed, and upon substantial completion of construction, the Developer or Association shall amend the Declaration to include the Surveyor's Certificate as required under F.S. 718.104(4)(e).

7. OWNER OF THE COMMON ELEMENTS, COMMON SURPLUS; COMMON EXPENSES

A. The owner of each individual unit owns in fee simple absolute an undivided equal interest in the common elements and common surplus described in Section 6. Each unit owner shall have a 1/20th share in the common elements and common surplus.

B. The common expenses are the expenses for the operation, maintenance, and repair of the common elements, the costs of carrying out the powers and duties of the association, expenses agreed to by all unit owners, and any expenses designated as common expenses by the Condominium Act, this Declaration, or the By-Laws. Each unit owner shall share in and be liable for the common expenses in the same percentage as his ownership interest in the common elements, as provided in Section 8(a).

C. In all matters requiring action by the unit owners, each unit owner shall have an equal vote.

D. All the condominium property as described herein and in the attached exhibits, is subject to an easement for encroachments which exist now or which may come to exist in the future and are caused by the movement or settlement of the building.

E. The Association shall have the right of access, during reasonable hours, to individual units for the purpose of maintaining, repairing, or replacing any common elements, or for making needed emergency repairs to prevent damage to the common elements or to another unit or units.

F. There is a nonexclusive easement for ingress and egress over street walks and other rights-of-way serving the units of the condominium as part of the common elements necessary to provide reasonable access to the public ways.

8. UNIT BOUNDARIES

Each unit shall include that part of the building containing the unit that lies within the boundaries of the unit, which boundaries are as follows:

A. Upper and lower boundaries. The upper and lower boundaries of a unit shall be the following boundaries extended to an intersection with the perimetrical boundaries.

1) Upper boundaries - the plane of the finished ceiling at a distance of not more than 8 feet above the top of the floor slab. In a unit containing a room in which the ceiling is raised above the level of the ceiling in the rest of the unit, the ceiling shall include the vertical surface connecting the ceiling of the remaining

portion of the unit, and the upper boundary shall include the plane of the undecorated finished vertical surface that joins the planes of the undecorated finished horizontal portions of the ceiling.

2) Lower boundaries - the plane of the undecorated finished floor. In a unit containing a room in which the floor is raised above the level of the floor in the rest of the unit, the floor shall include the vertical surface connecting the raised floor with the floor of the remaining portion of the unit, and the lower boundary shall include the plane of the undecorated finished vertical surface that joins the planes of the undecorated horizontal portions of the floor.

B. Perimetrical boundaries - The perimetrical boundaries of the unit shall be the vertical planes of the undecorated finished interior of the walls bounding the unit extended to intersections with each other and with the upper and lower boundaries.

9. NON-PROFIT INCORPORATION

A charter of non-profit incorporation under Florida law has been granted to HARBOR PINES OWNERS ASSOCIATION, INC., hereinafter called the Association, and this incorporated Association shall exist for the administration and management of the condominium. A copy of the Articles of Incorporation of the Association are attached hereto as EXHIBIT H and a copy of the By-Laws of the Association are attached hereto as EXHIBIT I.

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

10. OWNERS ASSOCIATION AND BOARD OF ADMINISTRATION

A. The Board of Administration shall initially consist of three (3) members so long as the Developer retains control of the Association. The manner of electing members of the Board, officers and other procedural matters relating thereto, shall be set forth in said Article 4 of the By-Laws.

B. The unit owners other than the Developer shall be entitled to elect not less than 1/3 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 the Association when:

1) Two years after 50% of the units that will be operated ultimately by the Association have been conveyed to purchasers; or

2) Three months after 90% of the units that will be operated ultimately by the Association have been conveyed to purchasers; or

3) When all the units that will be operated 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.

The Developer is entitled to elect at least one member of the Board of Administration of the Association as long as the Developer holds for sale in the ordinary course of business at least 5% of the units in a condominium operated by the Association.

The term "control" means the right of the Developer to control the Association, the Association board, the project or the unit owners in any manner except through votes allocated to unit estates it owns on the same basis as votes pertaining to sold units estates.

C. The Owners Association is required to make available to unit estate owners and lenders, and to holders, insurers, or guarantors of any first mortgage, current copies of the Declaration, By-Laws, or other rules concerning the project and the books, records and financial statements of the Association. "Available" means available for inspection, upon request, during business hours or under other reasonable circumstances.

D. The Owners Association, prior to passage of control, is not bound either directly or indirectly to contracts or leases (including a management contract) unless there is a right of termination of any such contract or lease, without cause, which is exercisable without penalty at any time after transfer of control, upon not more than 90 days notice to the other party thereto.

E. The Owners Association shall have the right to grant permits, licences, and easements over the common areas for utilities, roads and other purposes reasonably necessary or useful for the property maintenance or operation of the project.

F. The Owners Association Board of Administration shall have the authority and duty to levy and enforce the collection of general and special assessments for common expenses, and shall provide adequate remedies for failure to pay such assessments. Reasonable restrictions on increases in assessments may be provided. Assessments against any unit estate, with interest, costs and reasonable attorney's fees shall become a lien upon such unit estate if not paid when due in accordance with applicable law. Each assessment against a unit estate shall also be the personal obligation of the owner at the time the assessment fell due. Such personal obligation shall not pass to successors in title unless assumed by them, or required by applicable law. Common expenses include expenditures made or liabilities incurred by the Association, together with payments or obligations to reserve accounts. Assessments are or will be generally collected by the Association on a monthly basis.

G. The Association is required to establish and maintain an adequate reserve fund for the periodic maintenance, repair and replacement of improvements to the common areas and those limited common areas which the Association may be obligated to maintain. The fund shall be or is maintained out of regular assessments for common expenses.

A working fund shall be established for the initial months of the project operation equal to at least a two months' estimated common area charge for each unit estate. Each unit estate's share of the working capital fund must be collected and transferred to the Association at the time of closing of the sale of each unit estate and maintained in a segregated account for the use and benefit of the Association. The purpose of the fund is to insure that the Association board will have cash available to meet unforeseen expenditures, or to acquire additional equipment or services deemed necessary or desirable by the board. Amounts paid into the fund are not to be considered as advance payment of regular assessments.

H. Any lien of the Owners Association for common expense assessments, or other charges becoming payable on or after the date of recordation of the first mortgage on any unit estate shall automatically be subordinated to the lien of any first mortgage on any unit. A lien for common expense assessments shall not be or is not affected by any sale or transfer of a unit estate, except that a sale or transfer pursuant to a foreclosure of a first mortgage shall extinguish a subordinate lien for assessments which became payable prior to such sale or transfer. However, any such delinquent assessments which were extinguished pursuant to the foregoing provision may

be reallocated and assessed total unit estates as a common expense. Any such sale or transfer pursuant to a foreclosure shall not or does not relieve the purchaser or transferee of a unit estate from liability for, nor the unit estate from the lien of, any assessments made thereafter.

11. INSURANCE

The insurance shall be governed as follows:

A. The Board of Administration shall obtain any and all insurance that is deemed necessary in, and for the interest of HARBOR PINES OWNERS ASSOCIATION, INC., and the unit owners interest in the common areas and facilities. The type of insurance purchased shall include, but not limited to:

- 1) Comprehensive General Liability, including Products
- 2) Fire, Extended Coverage, Vandalism and Malicious Mischief

B. The premiums for subject coverage (A-1 and 2) and other expenses in connection with said insurance shall be paid by the Association, and charged to unit owners as part of the common expenses.

C. There will be no responsibility on the part of the Association for insurance that is considered contents, or Homeowners Insurance, such as Comprehensive General Liability, Fire, Windstorm, Extended Coverage, Vandalism and Malicious Mischief or Contents for the individual residences.

D. The companies and agents with whom the Association shall place this coverage will be authorized to do business in the State of Florida.

E. In the event of loss covered by insurance, upon receipt of proceeds, the Association after obtaining proper bids shall use due diligence, and in a reasonable time will repair same, and will obtain full and complete releases of lien from any workmen, subcontractors, vendor's supply house, or from any other payment made to complete the work.

F. In the event the insurance proceeds do not cover the full amount of loss, the Board of Administration will assess each unit owner their proportionate share of such shortages.

G. Each unit owner will be responsible for losses to his portion of the real property to the extent of insurance insufficiency, or attributable to any cause not insurable.

12. USE RESTRICTIONS

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

B. No immoral, improper, offensive use shall be made of the Condominium property, nor any part thereof; and all laws, zoning ordinances and regulation of all governmental authorities having jurisdiction of the Condominium shall be observed.

C. The condominium property shall be used only for commercial occupancy and for the furnishing of services and facilities herein provided for the enjoyment of such occupancy.

D. Reasonable regulations concerning the use and occupancy of Condominium property may be made, and amended from time to time by the Board of Administration of the Association. A violation of these regulations shall be the same as if there was a violation of other provisions of this Declaration.

E. The Board of Administration or the agents and employees of the Association may enter any unit in case of emergency threatening units or the common property.

F. All signs, advertisement or notice of any type shall be under the jurisdiction of the HARBOR PINES OWNERS ASSOCIATION, INC. All owners shall be allowed to display their company or business name only. The location and size of the signs shall be determined by the association. Each owner shall submit the name to be displayed along with the payment for the sign to the association before any signs will be placed.

G. An owner shall not place or cause to be placed in or on sidewalks and other project areas and facilities or similar nature, any furniture, packages or objects of any kind. Such areas shall be used for no other reason than for normal transit on or through them.

H. It is prohibited to hang garments, rugs or other items from the windows or balconies.

I. It is prohibited to dust or clean rugs from windows, or by beating on the exterior of the unit.

J. No parking space may be used for any purpose other than parking automobiles, which are in operating condition. No other vehicles or objects will be parked or placed upon such portions of the Condominium property unless permitted by the Condominium Board of Administration. No parking space shall be used by any person other than an occupant of the condominium who is an actual owner or by a guest customer or client only when such guest customer or client is in fact visiting and upon the premises. Each unit may have one (1) parking space designated and so marked for the exclusive use of the unit owner.

No vehicle shall be left continuously in a parked condition for longer than 48 hours. Motorcycle parking on asphalt surfaces is expressly forbidden.

K. Until the Developer has closed all of the sales of the units in the condominium neither the other unit owners nor the Association shall interfere with the sale or completion of such units. The Developer may make such use of the unsold units and common elements as may facilitate their sales, including, but not limited to, maintenance or sales office, model units, the showing of the property, storage trailers, storage areas and display of flags or signs.

L. It is specifically prohibited for a unit owner or lessee to install any antenna system without the prior written consent of the Association.

M. No owner or lessee of a unit shall make any structural modification or alterations of the unit except in accordance with specifications which have been submitted to and approved in writing by the Association. Further, no owner shall cause any improvement or changes to be made on or to the exterior of the building, including painting or other decoration, the installation of awnings, shutters, electric wiring, air-conditioning units and other things which might protrude through or be attached to the walls of the building. Further, no owner shall in any manner change the appearance of any portion of the building not wholly within the boundaries of his unit.

N. No unit may be rented for less than a One Hundred Eighty (180) day period and Lessor shall provide Lessee with written copies of all rules and regulations of the condominium.

O. "These units may be used only for business or professional" as defined by Melbourne Zoning Code for Residential-Professional used plus such selected "clean" retail business as approved by the Board of Directors.

P. Except for the Developer, no unit owner may lease or sell his unit unless and until the Board of Directors of the Association shall first approve the use to which the new Lessee or buyer intends to make of said unit. Said approval shall not be unreasonably withheld.

13. MAINTENANCE AND ALTERATIONS

A. Whenever in the judgment of the Board of Administration, the common elements shall require additions, alterations or improvements in excess of the usual items of maintenance, but which are related to the maintenance and upkeep of the Condominium project, alteration or improvements shall have been approved by a majority of the unit owners, the Board of Administration shall proceed with such additions, alterations and improvements and shall specially assess all unit owners for the cost thereof as a common expense; provided, however, no single special assessment shall be levied for improvements which shall exceed 5% of the current regular annual assessment, unless prior written consent is received from over two-thirds of all voting members.

B. Each unit owner shall bear the costs of and be responsible for the maintenance, repair and replacement, as the case may be of all air conditioning and heating equipment, electrical and plumbing fixtures, bathroom fixtures, and their connections required to provide water, light, power, telephone, sewage, and sanitary service to this unit and which may now or hereafter be affixed within this unit or contained within his unit. Such owner shall further be responsible for maintenance, repair and replacement of his entire unit including, but not limited to any air conditioning equipment servicing his unit and of any and all interior wall, ceiling and floor surfaces, painting, decorating and furnishings, and all other accessories.

C. The expense of maintenance and repair to the floor and ceiling surfaces of the balconies, and limited common elements, if any, shall be borne by, or assessed against, the individual unit owner. All other expenses, shall be treated as, and paid for, as a part of the common expense by the Association; however, any such expenses of maintenance, repair or replacement made necessary by any negligence on the part of the unit owner or his guests, shall be borne by the said unit owner.

D. The Association, at its expense, shall be responsible for the maintenance, repair and replacement to those portions of the common elements, including all conduits, ducts, plumbing, wiring and other facilities located in the common elements, for the furnishing of utility services to the units. Should any damage be caused to any unit by reason of any work done by the Association in the maintenance,

repair or replacement of the common elements, the Association shall bear the expense of repairing such damage.

E. Where loss, damage or destruction is sustained by casualty to the common elements, and such loss, damage or destruction is insured for such casualty under the terms of the Association's casualty insurance policy or policies, but the insurance proceeds payable on account of such loss, damage or destruction are insufficient for restoration, repair or reconstruction, all the units owners shall be specially assessed to make up the deficiency.

F. In the event owner of a unit fails to maintain it as required herein or make any structural addition or alteration without the required written consent, the Association shall have the right to proceed in a court of equity to seek compliance with the provisions hereof.

G. The Board of Administration of the Association may enter into a contract with any firm, person or corporation for the maintenance and repair of the Condominium property and may join with other condominium associations in contracting with the same firm, person or corporation for the maintenance and repair.

H. It is understood that the exterior surfaces and roofs shall be completely uniform in color, texture, design and product, and no change or deviation by any unit owner shall be made unless with the express consent of the Association.

14. COMPLIANCE AND DEFAULT

Each unit owner will be governed by and will comply with the terms and provisions of this Declaration, the Articles of Incorporation pursuant to those documents as they may be amended from time to time. Failure of a unit owner to comply with such documents and regulations will entitle the Association, its Board of Administration or unit owners to the following relief, in addition to the remedies provided by the Condominium Act or otherwise.

A unit owner will pay the Association the amount of any increase in its insurance premiums occasioned by the use, misuse, occupancy or abandonment of a unit or its appurtenances, or of the common elements by the unit owner.

In a proceeding arising because of an alleged failure of a unit owner or the Association to comply with the terms of this Declaration, the Articles of Incorporation and By-Laws of the Association and the rules and regulations adopted pursuant to those documents, as they may be amended from time to time, the prevailing party will be

entitled to recover the costs of the proceeding and such reasonable attorney's fees as may be awarded by the Court.

No breach of any of the provisions contained herein shall defeat or adversely affect the lien of any mortgage at any time made in good faith and for a valuable consideration upon said property or any part thereof, and made by the licensed State and National Bank, Savings & Loan Association, Insurance Company, or VA/FHA approved lender authorized to transact business in the State of Florida and engaged in the business of making loans constituting a first lien upon real property, but the rights and remedies herein granted to the Developer, the Association and owner or owners of any part of said Condominium may be enforced against the owner of the portion of said property subject to such mortgage, notwithstanding such mortgage. The purchaser at any sale upon foreclosure shall be bound by all of the provisions herein contained.

15. AMENDMENTS

This Declaration may be amended by a vote equaling two-thirds (2/3) of the total unit owners, with each unit owner casting the number of votes allotted to him in Article IV of the Articles of Incorporation of the HARBOR PINES OWNERS ASSOCIATION, INC..

16. RESTRICTIONS ON MORTGAGING UNITS

There shall be no restrictions on the right of a unit estate owner to mortgage or otherwise encumber the unit. (For example, there can be no provision in the documents which limits or restricts the unit owner to obtaining a mortgage from either a designated class of lender or from a particular bank, savings and loan association, or other lending institution, or otherwise establishes a restricted class of lenders for mortgage loans on unit estates in the project).

17. LENDER'S NOTICES

Upon written request to the Owners Association, identifying the name and address of the holder, insurer or guarantor and the unit estate number or address, any such eligible mortgage holder or eligible insurer or guarantor will be entitled to timely written notice of:

A. Any condemnation loss or any casualty loss which affects a material portion of the project or any unit estate on which there is a first mortgage held, insured, or guaranteed by such eligible mortgage holder or eligible insurer or guarantor, as applicable;

B. Any delinquency in the payment of assessments or charges owed by an owner of a unit estate subject to a first mortgage held, insured or guaranteed by such eligible holder or eligible insurer or guarantor, which remains uncured for a period of 60 days;

C. Any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Owners Association;

D. Any proposed action which would require the consent of a specified percentage of mortgage holders.

18. SEVERABILITY

The invalidity of any provision of this declaration, or any part of any provision shall not impair or affect the validity or enforceability of any other provision of this declaration or the declaration as a whole.

IN WITNESS WHEREOF, the Developers have hereunto set their hands and seals this 18th day of March, 1983.

Signed, sealed and delivered
in the presence of:

James M. Moore
Sandra A. Harris

WILSON DEVELOPMENT, INC.
David L. Wilson (Seal)
DAVID L. WILSON - President

STATE OF FLORIDA
COUNTY OF BREVARD

I HEREBY CERTIFY that on this day before me, an officer duly qualified to take acknowledgements, personally appeared David L. Wilson, as President, of WILSON DEVELOPMENT, INC., to me known to be the person described in and who executed the foregoing instrument and acknowledged before me the execution of same.

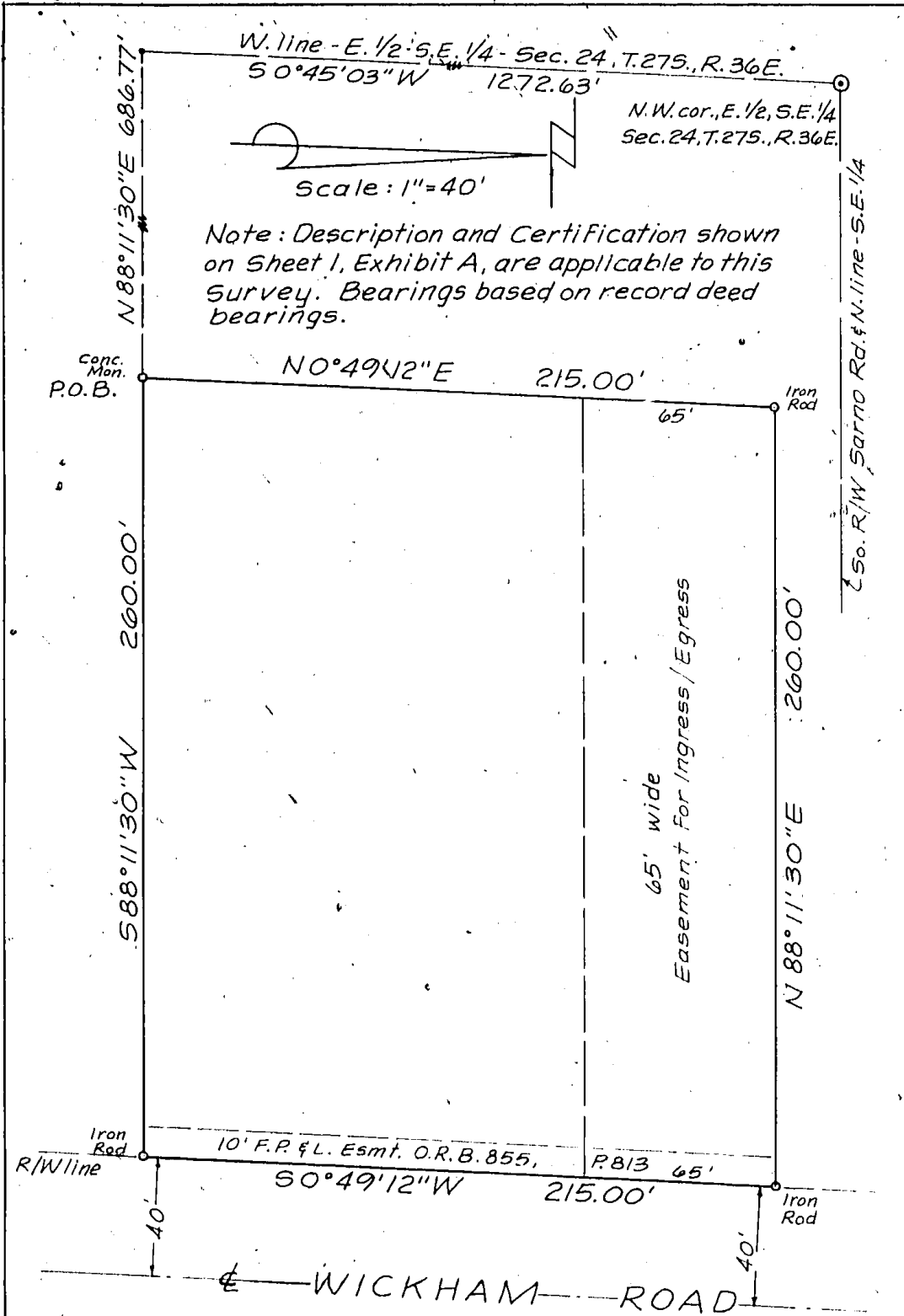
WITNESS my official seal in the County and State this 18th day of March, 1983.

Sandra A. Harris
Notary Public

My Commission Expires:

Notary Public State of Florida at Large
My Commission Expires Oct. 3, 1986

EXHIBIT A



HARBOR PINES OFFICE CONDOMINIUM
BOUNDARY SURVEY

Esmt. Revis. Mar. 15, 1983

VISLAY, CANELOU & HERRERA
ARCHITECTS & ENGINEERS, INC.
 1370 Sarno Rd., P.O. Box EG1525
 MELBOURNE, FLORIDA 32935

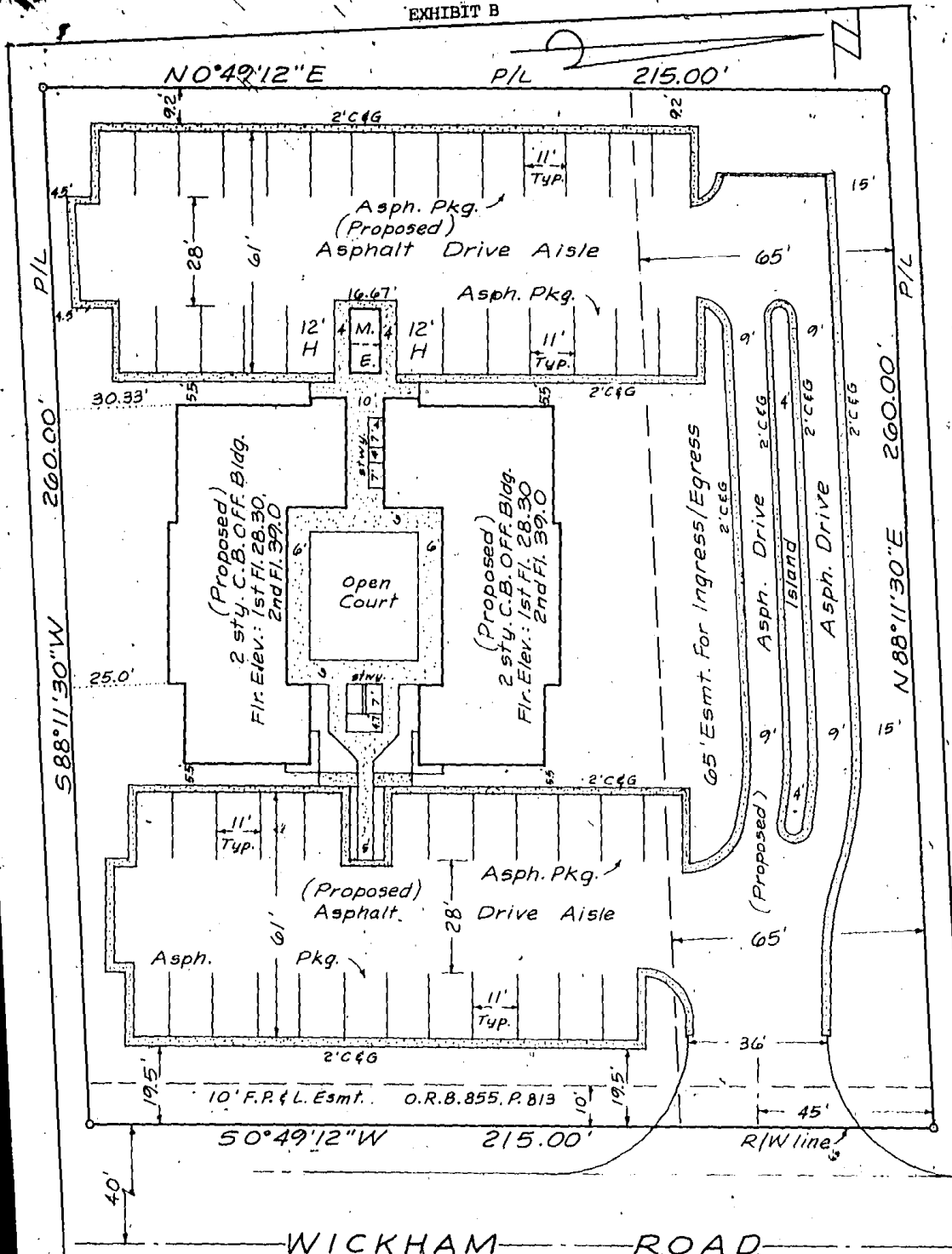
Job No. 583-021

Date: Feb. 25, 1983

Exhibit A, Sheet 2 of 7

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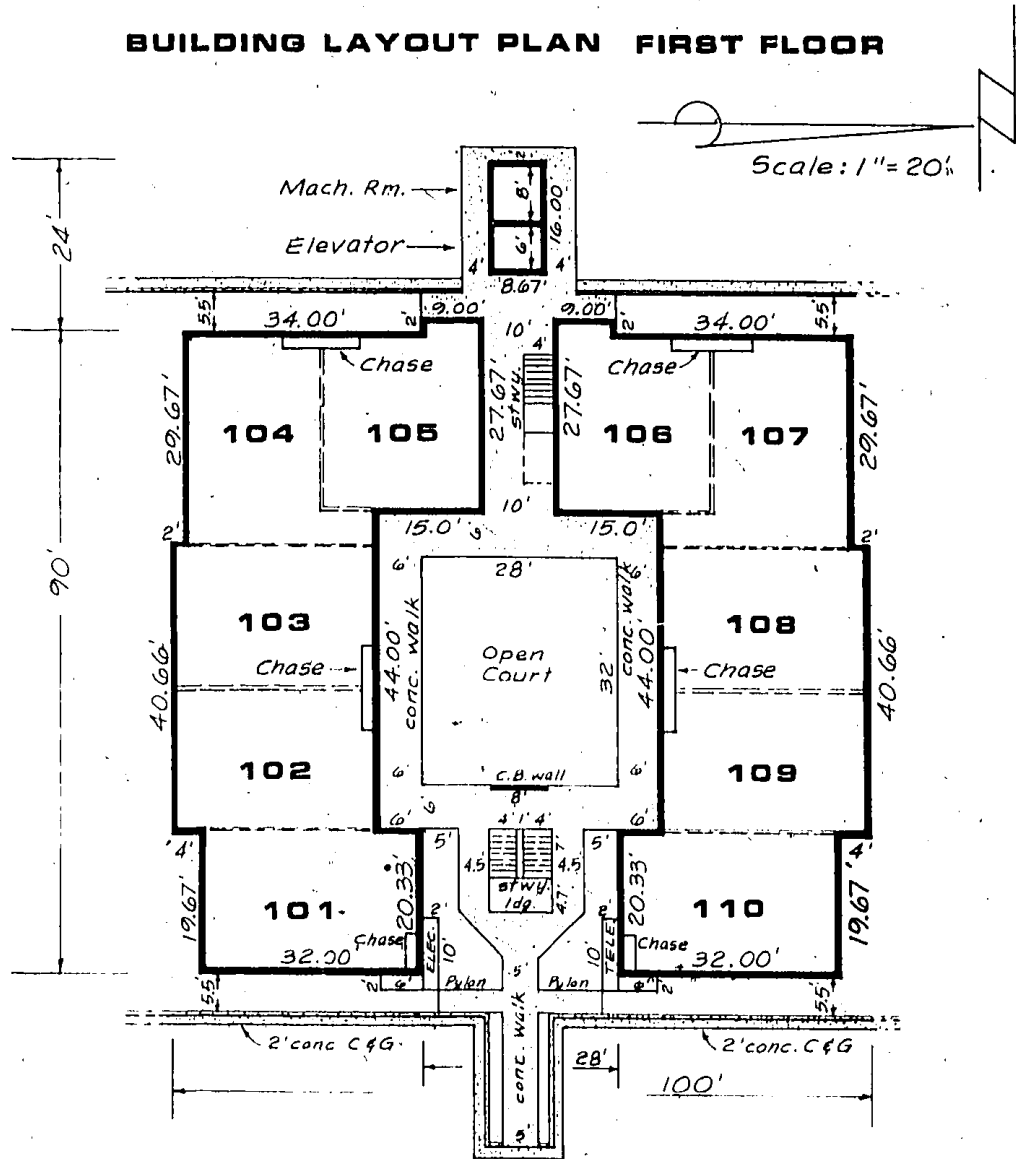
WICKHAM ROAD

PLOT PLAN
HARBOR PINES OFFICE CONDOMINIUM

NOTE:

This plan shows the intended dimensions and location of proposed structures and improvements. Construction is not complete.
 All improvements, except space within the unit boundaries, are Common Elements.

HARBOR PINES OFFICE CONDOMINIUM BUILDING LAYOUT PLAN FIRST FLOOR



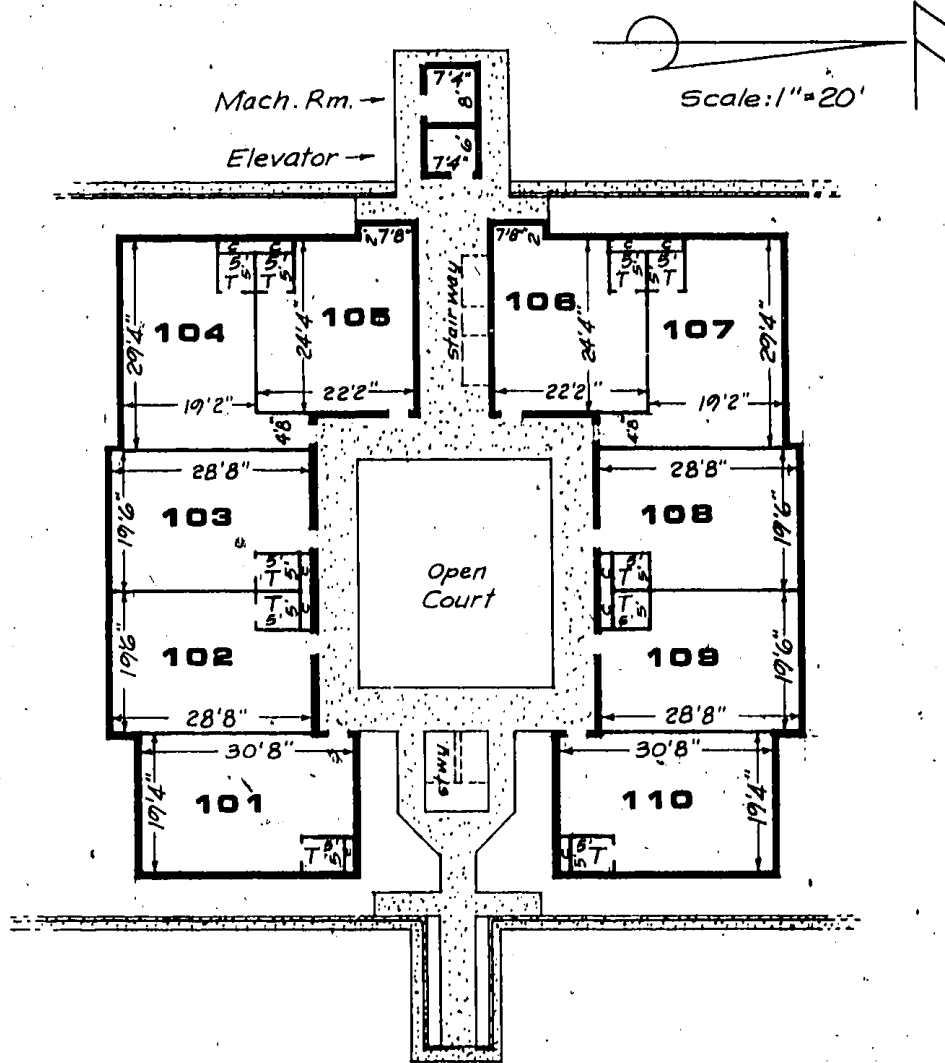
NOTES:

1. Floor elevation 28.30 ft., ceiling elevation 36.30 ft., based on N.G.V.D. 1929.
2. Building dimensions are measured to and along exterior faces of bldgs., except interior measurement of Elevator structure. Exterior block walls are 8" wide.
3. Chase is a Common Element and an Easement for installation, maintenance and repair of utilities services.
4. All improvements, except space within Unit boundaries, are Common Elements.
5. Numbers **101 to 110** indicates the Unit Identification Number and location within the building.
6. This plan shows the intended location and dimensions of proposed structures and improvements. Construction is not complete.

HARBOR PINES

OFFICE CONDOMINIUM

FLOOR PLAN FIRST FLOOR UNITS



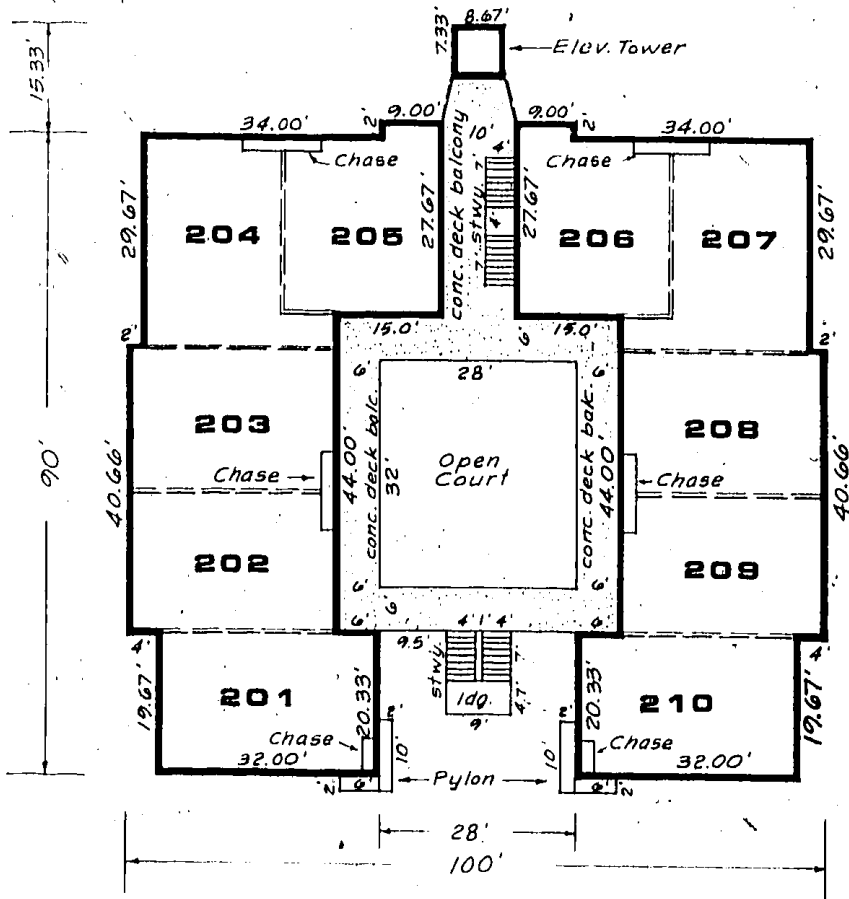
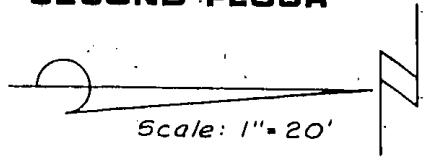
NOTES:

1. Numbers **101 to 110** indicate the Unit Identification Number and the respective location within the building.
2. Exterior building walls are 8" wide concrete block; interior walls dividing Units are 4" wide stud framing.
3. Dimensions as shown within Units are approximate measurements to the inside face of unfinished walls.
4. Boundaries of Units are as defined in Section 8 of the Declaration.
5. C indicates Chase which is a common element and easement for utilities services.
6. Openings in walls as shown indicate approximate doorway locations.
7. This plan shows the intended location and size of proposed structures. Construction is not complete.

HARBOR PINES

OFFICE CONDOMINIUM

BUILDING LAYOUT PLAN SECOND FLOOR



NOTES:

1. Floor elevation 39.0 ft., ceiling elevation 47.0 ft., based on N.G.V.D. 1929.
2. Building dimensions are measured to and along exterior faces of bldgs., except interior measurement of Elevator structure. Exterior block walls are 8" wide.
3. Chase is a Common Element and an Easement for installation, maintenance and repair of utilities services.
4. All improvements, except space within Unit boundaries, are Common Elements.
5. Numbers **201** to **210** indicates the Unit Identification Number and location within the building.
6. This plan shows the intended location and dimensions of proposed structures and improvements. Construction is not complete.

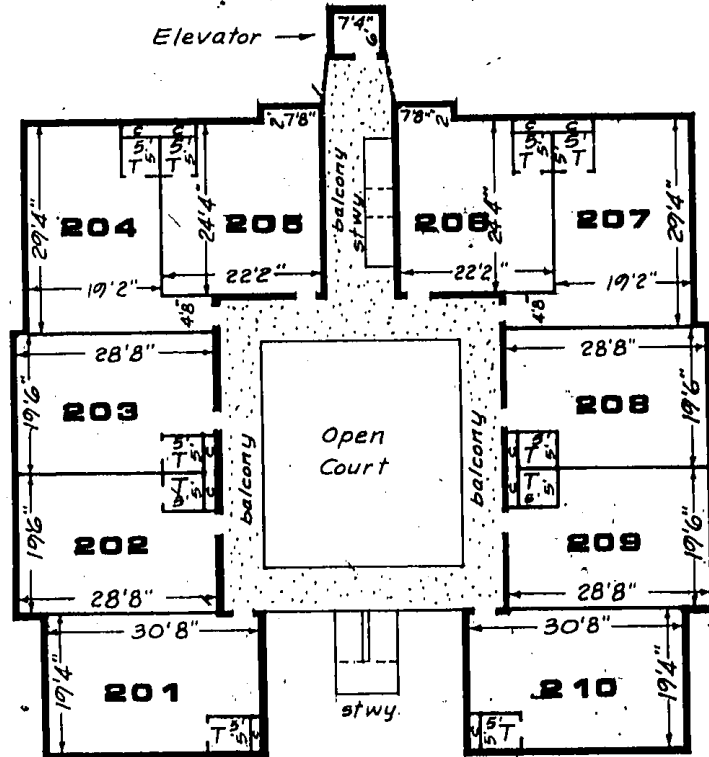
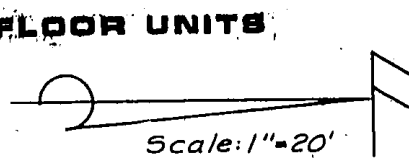
VISLAY, CANTELOU & HERRERA REC.
ARCHITECTS & ENGINEERS, INC.
 1370 Sarno Rd. P. O. Box 8102
 MELBOURNE, FLORIDA 32935

PAGE

Job No. S83-021 Date: Feb. 25, 1983 Exhibit A, Sht. 5 of 7

HARBOR PINES OFFICE CONDOMINIUM

FLOOR PLAN SECOND FLOOR UNITS



NOTES:

1. Numbers **201** to **210** indicate the Unit Identification Number and the respective location within the building.
2. Exterior building walls are 8" wide concrete block; interior walls dividing Units are 4" wide stud framing.
3. Dimensions as shown within Units are approximate measurements to the inside face of unfinished walls.
4. Boundaries of Units are as defined in Section 8 of the Declaration.
5. C indicates Chase which is a common element and easement for utilities services.
6. Openings in walls as shown indicate approximate doorway locations.
7. This plan shows the intended location and size of proposed structures. Construction is not complete.

PAGE 0649
OFF. REC. 2418

HARBOR PINES OFFICE CONDOMINIUM SURVEY, PLOT PLAN & GRAPHIC EXHIBIT

LEGAL DESCRIPTION OF CONDOMINIUM LAND.

From the N.W. corner of the East 1/2 of the S.E. 1/4 of Sec. 24, T. 27S., R. 36E., Brevard County, Florida run S. 0° 45' 03" W along the west line of said E. 1/2 of S.E. 1/4 of Sec. 24 a distance of 1272.63 ft.; thence N 88° 11' 30" E. parallel with the north line of said S.E. 1/4 a distance of 686.77 ft. to the Point of Beginning of the herein described parcel; thence continue N 88° 11' 30" E. a distance of 260.00 ft. to the right-of-way line of Wickham Road (said right-of-way line being 40.0 ft. west of the centerline of said road); thence N. 0° 49' 12" E. along said right-of-line a distance of 215.00 ft.; thence S. 88° 11' 30" W. a distance of 260.00 ft.; thence S. 0° 49' 12" W. a distance of 215.00 ft. to the Point of Beginning.

Contains 1.28 acres, more or less.

BOUNDARY SURVEY CERTIFICATE.

Certified correct to the best of my knowledge and belief in conformity with applicable standards adopted by the Florida State Board of Professional Land Surveyors.

VISLAY, CANTELOU & HERRERA,
ARCHITECTS & ENGINEERS, INC.

BY: Bill Powell, Mar. 2, 1983
Bill Powell
Florida Professional Land Surveyor No. 1812

GENERAL NOTES.

1. The legal description and boundary survey certificate shown hereon are hereby made an integral part of the Boundary Survey, Sheet 2 of 7, this exhibit.
2. All drawings of buildings and improvements represent the intended size, location and type of proposed facilities. Construction is not complete.

LEGAL DESCRIPTION OF INGRESS/EGRESS EASEMENT TRACT.

From the N.W. corner of the East 1/2 of the S.E. 1/4 of Section 24, T. 27S., R. 36E., Brevard County, Florida run S0° 45' 03"W along the west line of said E. 1/2 of S.E. 1/4 of Section 24 a distance of 1272.63 ft.; thence N 88° 11' 30"E parallel with the north line of said S.E. 1/4 a distance of 686.77 ft.; thence N0° 49' 12"E a distance of 150.00 ft. to the Point of Beginning of the herein described parcel; thence N88° 11' 30"E a distance of 260.00 ft. to the right-of-way line of Wickham Road (said right-of-way line being 40.0 ft. west of the centerline of said road); thence N0° 49' 12"E along said right-of-way line a distance of 65.00 ft.; thence S88° 11' 30"W a distance of 260.00 ft.; thence S0° 49' 12"W a distance of 65.00 ft. to the Point of Beginning.

VISLAY, CANTELOU & HERRERA
ARCHITECTS & ENGINEERS, INC.
1370 Sarno Rd. P. O. Box EG1525
MELBOURNE, FLORIDA 32935

Rev. Esmt. Desc. 11/15/1983

Job No. S83-021 Date: Feb. 25, 1983 Exhibit A, Sheet 1 of 7

PAGE

0650

OFF. REC.

2416

ARTICLES OF INCORPORATION
OF
HARBOR PINES OWNERS ASSOCIATION, INC.
(A Corporation Not-For-Profit)

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

ARTICLE I

The name of the proposed corporation shall be HARBOR PINES OWNERS ASSOCIATION, INC., hereinafter referred to as "Association" or "Corporation".

ARTICLE II

The purposes and objects of the corporation shall be to administer the operation and management of the condominium to be established hereunder by WILSON DEVELOPMENT, INC., hereinafter referred to as "Developer", the condominium complex to be established in accordance with the laws of the State of Florida upon the following described property situate, lying and being in Brevard County, Florida, to wit:

From the N.W. corner of the East 1/2 of the S.E. 1/4 of Sec. 24, T.27S., R.36E., Brevard County, Florida run S0°45'03" W along the west line of said E. 1/2 of S.E. 1/4 of Sec. 24 a distance of 1272.63 ft.; thence N88°11'30" E parallel with the north line of said S.E. 1/4 a distance of 686.77 ft. to the Point of Beginning of the herein described parcel; thence continue N88°11'30"E a distance of 260.00 ft. to the right-of-way line of Wickham Road (said right-of-way line being 40.0 ft. west of the centerline of said road); thence N0°49'12"E along said right-of-way line a distance of 215.00 ft.; thence S88°11'30"W a distance of 260.00 ft.; thence S0°49'12"W a distance of 215.00 ft. to the Point of Beginning. Contains 1.28 acres, more or less.

and to undertake the performance of the acts and duties incident to the administration of the operation and management of the condominiums in accordance with the terms, provisions, conditions and authorizations contained in these Articles and which may be contained in The HARBOR PINES OFFICE CONDOMINIUM Declaration of Condominium which will be recorded in the Public Records of Brevard County, Florida, on or before commencement of improvements on the above described real property; and to own, operate, lease, sell, trade and otherwise deal

PAGE 0651
OFF. REC. 2418

with such property, whether real or personal as may be necessary or convenient in the administration of the said HARBOR PINES OFFICE CONDOMINIUM.

The Corporation shall be conducted as a non-profit organization for the benefit of its members.

These Articles of Incorporation shall not constitute notice to anyone, regardless of whether a copy of these Articles of Incorporation shall be recorded in the Public Records of Brevard County, Florida, of any right, title or interest in the aforesaid land by, or on the part of this Corporation, and these Articles of Incorporation shall not encumber the aforesaid land in any manner.

ARTICLE III

The Corporation shall have the following powers:

1. It shall have all the powers and privileges granted to corporations not-for-profit under the law pursuant to which this corporation is chartered, and all of the powers and privileges which may be granted unto said corporation or exercised by it under any other applicable laws of the State of Florida.

2. It shall have all the powers reasonably necessary to implement and effectuate the purposes of the Corporation, including but not limited to the following:

A. To make and establish reasonable rules and regulations governing the use of the units and the common elements in THE HARBOR PINES OFFICE CONDOMINIUM as said terms may be defined in said Declaration of Condominium Conditions and Restrictions.

B. To levy and collect assessments against members of the Corporation to defray the common expenses of THE HARBOR PINES OFFICE CONDOMINIUM as may be provided in said Declaration and in the By-Laws of this Corporation which may be hereafter adopted, including the right to levy and collect assessments for the purposes of acquiring, operating, leasing, managing, and otherwise trading and dealing with such property whether real or personal including the units in THE HARBOR PINES OFFICE CONDOMINIUM, which may be necessary or convenient in the operation and management of THE HARBOR PINES OFFICE CONDOMINIUM, and in accomplishing the purposes set forth in said Declaration.

C. To maintain, repair, replace, operate and manage THE HARBOR PINES OFFICE CONDOMINIUM and the property comprising same, including the right to

PAGE 0652
OFF. REC. 2418

reconstruct improvements after casualty, and to make further improvements to the property:

D. To contract for the management of THE HARBOR PINES OFFICE CONDOMINIUM and to delegate to such contractor all of the powers and duties of the Corporation except those which may be required by the Declaration to have approval of the Board of Administration or membership of the Corporation.

E. To enforce the provisions of said Declaration, these Articles of Incorporation and the By-Laws of the Corporation which may be hereafter adopted, and the rules and regulations governing the use of THE HARBOR PINES OFFICE CONDOMINIUM as the same may be hereafter established.

F. To now or hereafter acquire and enter into leases and agreements of every nature, whereby the Corporation acquired leaseholds, memberships and other possessory or use interests in land or facilities, including recreational and communal facilities, to provide enjoyment, recreation, or other use or benefit to the owners of the units, all as may be deemed by the Board of Administration to be in the best interests of the Corporation.

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

PAGE
0653

ARTICLE IV

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

1. The owners of all units in THE HARBOR PINES OFFICE CONDOMINIUM shall be members of the Corporation, and no other persons or entities shall be entitled to membership, except as provided in Paragraph 2 of this Article IV.

OFF. REC.
2418

2. Membership shall be established by the acquisition of fee title to a unit in THE HARBOR PINES OFFICE CONDOMINIUM, whether by conveyance, devise, judicial decree or otherwise, and the membership of any party shall be automatically terminated upon his being divested of all title to, or his entire fee ownership interest in any unit, except that nothing herein contained shall be construed as terminating the membership of any party who may own two or more units,

or who may own a fee ownership interest in two or more units, so long as such party shall retain title to or a fee ownership interest in any unit.

3. The interest of a member in the funds and assets of the corporation cannot be assigned, hypothecated or transferred in any manner, except as an appurtenance to this unit. The funds and assets of the Corporation shall belong solely to the Corporation, subject to the limitation that the same be expended, held or used for the benefit of the membership and for the purposes authorized herein, in the Declaration and in the said By-Laws.

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

5. The Developer has the right to appoint the first Board of Administration consisting of three (3) members. The Developer may appoint any replacements to said first Board should vacancies occur. Notwithstanding any terms and provisions hereinbefore or hereinafter, control and selection of the Board of Administration shall always be in accordance with these Articles and the By-Laws. Notwithstanding any provision in this Article to the contrary the Developer may elect to turn over control of the Association to the unit owners at any time.

ARTICLE V

The Corporation shall have perpetual existence.

ARTICLE VI

The principal office of the Corporation shall be located at Harbor Pines Office Condominium, 700 N. Wickham Road, Suite 206, Melbourne, Florida 32935, but the Corporation may maintain offices and transact business in such other places within or without the State of Florida as may from time to time be designated by the Board of Administration. The Registered Agent in charge at that address is DAVID L. WILSON.

PAGE
0654

OFF. REC.
2418

ARTICLE VII

The affairs of the Corporation shall be administered by the President of the Corporation, assisted by the Vice-President, Secretary and Treasurer, and, if any, the Assistant Secretaries and Assistant Treasurers, subject to the directions of the Board of Administration.

ARTICLE VIII

The affairs of the Corporation shall be managed by the Board of Administration. The first Board of Administration of the Corporation shall consist of three (3) members as named herein. The number of members of succeeding Boards of Administration shall be as provided from time to time by the By-Laws of the Corporation. The members of the Board of Administration shall be elected by the members of the Corporation at the annual meeting of the membership, as provided by the By-Laws of the Corporation; and each member of the Board of Administration shall be a member of the Corporation or shall be the authorized representative of a member of the Corporation or of any other legal entity which is an owner member. The Member of the Board of Administration named in these Articles will serve until their successor have been elected and qualified and so long as the Developer is entitled to elect any Board members, such Board members as the Developer is entitled to elect shall be elected by the Board of Directors of the Developer.

ARTICLE IX

The Board of Administration shall elect a President, Vice President, Secretary and Treasurer, or Secretary/Treasurer, and as many additional Vice Presidents, Assistant Secretaries and Assistant Treasurers as the Board of Administration shall determine. The President shall be elected from among the membership of the Board of Administration, but no other officer needs to be a Board member. The same person may hold two offices, the duties of which are not incompatible.

ARTICLE X

The names and post office addresses of the members of the first Board of Administration who, subject to the provisions of these Articles, the By-Laws, and the laws of the State of Florida, shall hold office for the first year of the Corporation's existence, or until their successors are elected and have qualified, are as follows:

DAVID L. WILSON Harbor Pines Office Condominium
700 N. Wickham Road, Suite 206, Melbourne, FL 32935

LINDA WILSON Harbor Pines Office Condominium
700 N. Wickham Road, Suite 206, Melbourne, FL 32935

ARTICLE XI

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

ARTICLE XII

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

President DAVID L. WILSON
Secretary/Treasurer and Vice President LINDA WILSON

ARTICLE XIII

The original By-Laws of the Corporation shall be adopted by the Board of Administration, and thereafter such By-Laws may be altered or rescinded.

ARTICLE XIV

Every Board member and every officer of the Corporation shall be indemnified by the Corporation against all expenses and liabilities, including counsel fees, reasonably incurred by or imposed upon him in connection with any proceeding to which he may be a party, or in which he may become involved by reason of his being or having been a board member or officer of the Corporation, whether or not he is a Board member or officer of the Corporation at the time such expenses are incurred, except in such cases wherein the Board member or officer is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties; provided that in the event of any claim for reimbursement or indemnification hereunder based upon a settlement by the Board member or officer seeking such reimbursement or indemnification, the indemnification herein shall only apply if the Board of Administration approves such settlement and reimbursement as being in the best interests of the

PAGE 0656
OFF. REC. 2418

Corporation. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such Board member or officer may be entitled.

ARTICLE XV

These Articles may be amended in either of the following manners:

1. So long as the Developer is entitled to elect a majority of the members of the Board of Administration as provided in the Declaration, the Developer may amend these Articles of Incorporation by a majority vote of the Board of Administration.

2. After the owner members of the Corporation have become entitled to elect a majority of the Board of Administration as provided herein, any amendment to these Articles of Incorporation may be approved as follows:

A. An amendment may be proposed by the Board of Administration of the corporation acting upon a vote of the majority of the members of the Board of Administration, or it may be proposed by members of the Corporation owning a majority of the units in the condominiums, whether meeting as members or by instrument in writing signed by them.

B. Upon any amendment being proposed by said Board of Administration or members, such proposed amendment shall be transmitted to the President of the Corporation who shall thereupon call a Special Meeting of the members of the Corporation, for a date not sooner than twenty (20) days nor later than sixty (60) days from the receipt by him of the proposed amendment, and it shall be the duty of the Secretary to give to each member written or printed notice of such meeting, stating the time and place of the meeting and reciting the proposed amendment in reasonably detailed form, which notice shall be mailed or presented personally to each member not less than ten (10) days nor more than thirty (30) days before the date set for such Special Meeting. If mailed, such notice shall be deemed to be properly given when deposited in the United States mail, addressed to the member at his post office address as it appears on the records of the Corporation, postage thereon prepaid.


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

PAGE 0657
OFF. RECD 2418

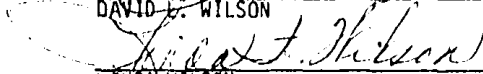
D. At the Special Meeting, the amendment must be approved by an affirmative vote of not less than 75% of the members voting for such amendment to become effective. Thereupon the amendment shall be transcribed and certified in such form as is necessary to register the same with the Secretary of State of Florida.

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

IN WITNESS WHEREOF, the Subscribers have hereunto set their hands and seals this 16th day of March, 1983.



DAVID L. WILSON (Seal)

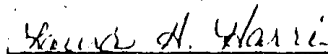


LINDA WILSON (Seal)

STATE OF FLORIDA
COUNTY OF BREVARD

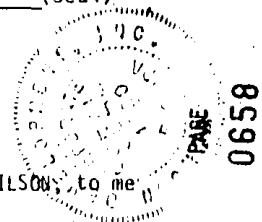
BEFORE ME personally appeared DAVID L. WILSON and LINDA WILSON, to me well known and known to me to be the persons described in and who executed the foregoing instrument and acknowledged to and before me that they executed said instrument for the purposes herein expressed.

WITNESS my hand and official seal, this 16th day of March, 1983.



(Seal)

Notary Public State of Florida at Large
My Commission expires Oct. 3, 1986



OFF. REC.
2418

STATE OF FLORIDA
DEPARTMENT OF STATE

Certificate Designating Place of Business or Domicile for the Service of Process Within This State, Naming Agent Upon Whom Process May Be Served and Names and Addresses of the Officers and Directors.

The following is submitted, in compliance with Chapter 607.034, Florida Statutes:

HARBOR PINES OWNERS ASSOCIATION, INC.

a corporation organized (or organizing) under the laws of the State of Florida with its principal office at Harbor Pines Office Condominium, 700 N. Wickham Road, Suite 206, in the city of Melbourne 32935, County of Brevard, State of Florida, has named DAVID L. WILSON, located at Harbor Pines Office Condominium, Suite 206, Melbourne, County of Brevard, State of Florida, as its agent to accept service of process within this state.

PAGE 0659

OFFICERS:

NAME	TITLE	SPECIFIC ADDRESS
<u>DAVID L. WILSON (P)</u>	Harbor Pines Office Condominium	<u>700 N. Wickham Road, Suite 206, Melbourne, FL 32935</u>
<u>LINDA WILSON (S/T/V)</u>	Harbor Pines Office Condominium	<u>700 N. Wickham Road, Suite 206, Melbourne, FL 32935</u>

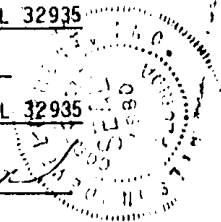
OFF. REC. 2418

DIRECTORS:

SPECIFIC ADDRESS

<u>DAVID L. WILSON</u>	<u>Harbor Pines Office Condominium</u>
	<u>700 N. Wickham Road, Suite 206, Melbourne, FL 32935</u>
<u>LINDA WILSON</u>	<u>Harbor Pines Office Condominium</u>
	<u>700 N. Wickham Road, Suite 206, Melbourne, FL 32935</u>

By Linda J. Wilson
(Corporate Officer)



ACCEPTANCE:

I agree as Resident Agent to accept Service of Process: to keep office open during prescribed hours; to post my name (and any other officers of said corporation authorized to accept service of process at the above Florida designated address) in some conspicuous place in office as required by Law.

Filing fee: \$3.00

[Signature]
(Resident Agent)

ADDITIONAL DIRECTOR:

JOEL S. MOSS 2007 South Melbourne Court, Melbourne, Florida 32901-2007

BY-LAWS
OF
HARBOR PINES OWNERS ASSOCIATION, INC.
(A Corporation Not For Profit)

1. IDENTITY

These are the By-Laws of THE HARBOR PINES OWNERS ASSOCIATION, INC., a corporation not for profit under the laws of the State of Florida, the Articles of Incorporation which were filed in the office of the Secretary of State on the 17th day of March, 1983.

THE HARBOR PINES OWNERS ASSOCIATION, INC., hereinafter called "Association" or "Corporation", has been organized for the purpose of administering the operation and management, upon the lands described in said Articles of Incorporation, situate, lying and being in Brevard County, Florida.

(a) The provisions of these By-Laws and the terms and provisions hereof are expressly subject to the effect of the terms, provisions, conditions and authorizations contained in the Articles of Incorporation and the Declaration. The terms and provisions of said Articles of Incorporation and Declaration of Condominium are to be controlling whenever the same may be in conflict herewith.

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

(c) The fiscal year of the Association shall be the calendar year.

(d) The seal of the Association shall bear the name of the Association, the word "Florida", the words "corporation not for profit", and the year 198 .

(f) The office of the Association shall be at Harbor Pines Office Condominium, 700 N. Wickham Road, Suite 206, Melbourne, Florida 32935.

(g) The operation of the condominium shall be by the Association. The Association may institute, maintain, settle, or appeal actions or hearings in its name on behalf of all unit owners concerning matters of common interest. The powers and duties of the Association include those set forth in F.S. 718.111.

2. MEMBERSHIP, VOTING, QUORUM, PROXIES

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

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

(d) Any unit owned by the Association shall not be entitled to vote as a member or be considered in determining the requirement for a quorum, nor for any other purpose.

(e) Votes may be cast in person or by proxy.

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

EXHIBIT I

OFF. REC.

PAGE

2418

LAW OFFICES
VAUGHN & MOSS 0660

207 E. MELBOURNE COURT
P.O. BOX 378

MELBOURNE, FLORIDA 32901
(386) 723-8673

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

3. ANNUAL AND SPECIAL MEETINGS OF MEMBERSHIP

(a) The annual members' meeting shall be held at the office of the Association at 7:00 o'clock P.M. (Eastern Standard Time) on the 5th day of January of each year for the purpose of electing Directors by the members; provided, however, that if that day is a legal holiday, the meeting shall be held at the same hour on the next succeeding Monday.

(b) Special members' meetings shall be held whenever called by the President or Vice-President or by a majority of the Board of Administration and must be called by officers upon receipt of a written request from members owning a ten percent (10%) of the units. The notice of any special meeting shall state the time and place of such meeting and the purpose thereof. No business shall be transacted at a special meeting except as stated in the notice unless by consent of two-thirds (2/3) of the votes present, either in person or by proxy.

(c) Notice of all members' meetings, regular or special, shall be given by the President, Vice-President, Secretary or Treasurer of the Association, or other officer of the Association in the absence of said officers, to each member, unless waived in writing; such notice to be written or printed and to state the time, place and object for which the meeting is called. Such notice shall be given to each unit owner and shall be posted in a conspicuous place on the condominium property at least 14 days prior to the annual meeting. If presented personally, receipt of such notice shall be signed by the member, indicating the date on which such notice was received by him. The notice of the annual meeting shall be sent by mail to each unit owner, and the post office certificate of mailing shall be retained as proof of such mailing. Written notice shall be posted in a conspicuous place on the condominium property at least fourteen (14) days prior to the annual meeting.

Proof of mailing shall be given by the affidavit of the person giving such notice. Any member may, by written waiver of notice signed by such member, waive such notice, and such waiver, when filed in the records of the Association, whether before or after the holding of the meeting, shall be deemed equivalent to the giving of such notice to such member. If any members' meeting cannot be organized because a quorum has not attended, or because a greater percentage of the membership than to constitute a quorum of attendance may be required as set forth in the Articles of Incorporation, these By-Laws or the Declaration, the members who are present, either in person or by proxy, may adjourn the meeting from time to time until a quorum or the required percentage of attendance, if greater than a quorum, is present.

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

(e) The order of business at annual members' meetings, and as far as practical, at any other members' meetings, shall be:

- (i) Calling the roll and certifying of proxies.
- (ii) Proof of notice of meeting or waiver of notice.
- (iii) Reading of minutes.
- (iv) Reports of officers.
- (v) Reports of committees.
- (vi) Appointment of chairman of inspectors of election.
- (vii) Election of directors.
- (viii) Unfinished business.
- (ix) New business.
- (x) Adjournment.

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

4. BOARD OF ADMINISTRATION AND OFFICERS

(a) The Board of Administration shall be made up of three (3) members.

(b) Each Board member, elected at the first annual meeting of the members and at each annual members' meeting thereafter shall serve for the term of one (1) year or until his successor is duly elected.

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

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

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

(f) Regular meetings of the Board of Administration may be held at such time and place as shall be determined from time to time by a majority of the Board, but at least six (6) bi-monthly meetings shall be held during each calendar year. Notice of regular meetings shall be given to each Board member either personally or by mail, telephone or telegram, at least ten (10) days prior to the day named for such meeting, unless notice is waived.

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

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

(i) A quorum of a Board meeting shall consist of the Board members entitled to cast a majority of the votes of the entire Board, namely, two (2). The acts of the Board approved by a majority of the votes present at the meeting at which a quorum is present shall constitute the acts of the Board of Administration, except as specifically otherwise provided in the Articles of Incorporation, By-Laws or Declaration. If any Board meeting cannot be organized because a quorum has not attended, or because the greater percentage of Board members required to constitute a quorum for particular purposes has not attended, whenever the latter percentage of attendance may be required, Board members who are present may adjourn the meeting from time to time until a quorum or required percentage of attendance, if greater than a quorum, is present. At any adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice. A Board Member may join in the action of a meeting by signing and concurring in the Minutes thereof but such act shall not constitute the presence of such Board members for the purpose of determining a quorum.

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

(k) Board members' fees, if any, shall be determined by the members.

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

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

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

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

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

(v) To acquire, operate, manage and otherwise trade and deal with property, as may be necessary or convenient in operating and managing the project, and in accomplishing the purposes set forth in the Declaration.

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

(vii) To pay all taxes and assessments and to assess the same against the members and their respective units subject to such liens.

(viii) To carry insurance for the protection of the members and the association against casualty and liability.

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

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

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

5. OFFICERS

(a) The principal officers of the Association shall be a President, Vice-President, Secretary and Treasurer, all of whom shall be elected by the Board of Administration. The Board members may appoint an assistant Treasurer, or assistant Secretary, and such other officers as in their judgment may be necessary. The President shall be elected from among the membership of the Board of Administration, but no other officer needs to be a Board member.

(b) The President shall be the chief executive officer of the Association. He shall preside at all meetings of the Association and of the Board of Administration. He shall have all of the general powers and duties which are usually vested in the office of President of an association, including, but not limited to, the power to appoint committees from among the Owners, from time to time as he may in his discretion decide is appropriate, to assist in the conduct of the affairs of the Association.

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

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

(e) The Treasurer shall have custody of all property of the Association, including funds, securities and evidences of indebtedness. He shall keep the books of the Association in accordance with good accounting practices, and shall be available for inspection by unit owners or their authorized representatives and Board members at all reasonable times. A written summary of the accounting records shall be supplied at least annually to the unit owners or their authorized representatives.

6. FISCAL MANAGEMENT

The buildings and other improvements comprising the condominium established by the Developer upon the lands described in the Articles of Incorporation will, in fiscal matters, be managed by a single entity; and such management will be governed by the terms and provisions of any agreements made by the Association for the management and operation. However, in the event such agreements are not made, or if they do not contain provisions for fiscal managements, or at the termination of any such agreements, fiscal management will be as set forth in the Declaration, supplemented by the following:

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

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

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

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

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

(b) Budget. The Board of Administration will adopt a combined budget for each calendar year that will include the estimated funds required to defray the common expenses and to provide and maintain funds for the foregoing accounts and reserves according to good accounting practices, as follows:

(i) Current expenses.

(ii) Reserve for deferred maintenance, the amount for which will not exceed the amount derived from a formula which is based upon the estimated life and the estimated replacement cost of each reserve item.

(iii) Reserve for replacement, the amount for which will not exceed the amount derived from a formula which is based upon the estimated life and the estimated replacement cost of each reserve item.

(iv) The provisions for setting the budget items or assessments are provided in Article V of the Declaration.

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

(c) Assessments. Assessments against the unit owners for their shares of the items of the budget will be made for the calendar year annually in advance on or before December 20th, preceding the year for which the assessments are made. Such assessments will be due in equal monthly installments on the first day of each month of the year for which the assessments will be presumed to have been made in the amount of the last prior assessment and monthly installments on such assessments will be due upon each installment payment date until changed by 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 Administration if the accounts of the amended budget do not exceed such limitation will be subject to the approval of the membership of the Association as previously required by these By-Laws. The unpaid assessment for the remaining portion of the calendar year for which the amended assessment is made will be due in equal monthly installments on the first day of each month remaining in the year for which such amended assessment is made.

Any assessments are to be paid to the Treasurer of the Association as provided by the Board of Administration, said provisions to be given to the unit owners in writing at the same time as the proposed budget is submitted to each unit owner.

(d) Acceleration of assessment installments upon default. If a unit owner shall be in default in the payment of an installment upon an assessment, the Board of Administration may accelerate the remaining installments of the assessment upon notice to the unit owner, and then the ~~remaining~~ balance of the assessment will come due upon the

date stated in the notice, but not less than ten (10) days after hand-delivery of the notice to the unit owner; nor less than twenty (20) days after the mailing of such notice to him by registered or certified mail, whichever shall first occur.

(e) Assessments for emergencies. Assessments for common expenses of emergencies that cannot be paid from the annual assessments for common expenses will be made only after notice of the need for such is given to the members. After such notice and upon approval by more than one-half (1/2) of the members, the assessment will become effective; and it will be due after thirty (30) days notice in such manner as the Board of Administration of the Association may require in the notice of assessment.

(f) Depository. The depository of the Association will be such bank or banks as shall be designated from time to time by the Board of Administration and in which the moneys of the Association will be deposited. Withdrawal of moneys from such accounts will be only by checks signed by such persons as are authorized by the Board.

(g) Audit. An audit of the accounts of the Association will be made annually and a copy of the audit report will be furnished to each member not later than 60 days following the year for which the audit is made.

7. PARLIAMENTARY RULES

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

8. AMENDMENTS TO BY-LAWS

Amendments to these By-Laws shall be proposed and adopted in the following manner:

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

(b) Upon any amendment or amendments to these By-Laws being proposed by said Board of Administration or Association members, such proposed amendment or amendments shall be transmitted to the President of the Association, or other officer of the Association in the absence of the President, who shall thereupon call a special joint meeting of the members of the Board of Administration of the Association and the Association membership for a date not sooner than twenty (20) days nor later than sixty (60) days from receipt by such officer of the proposed amendment or amendments, and it shall be the duty of the Secretary to give each Association member written or printed notice of the call of the meeting in the same form and in the same manner as notice of the call of a special joint meeting of the Association members is required as herein set forth.

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

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

9. CONFLICTS

Should any provision of these By-Laws conflict with the Declaration, the Declaration shall be controlling. Should any provision of these By-Laws conflict with the Articles of Incorporation, the Articles of Incorporation shall be controlling.

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-6-

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LAW OFFICER
VAUGHN & MOSS

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THE FOREGOING By-Laws of THE HARBOR PINES OWNERS ASSOCIATION, INC., a corporation not for profit, were duly adopted on the 15th day of March, 1983.

HARBOR PINES OWNERS ASSOCIATION, INC.

By: [Signature] (seal)

[Signature] (seal)

