

ARTICLES OF INCORPORATION  
OF  
SEA WATCH CONDOMINIUM ASSOCIATION, INC.

The undersigned by these Articles associates themselves for the purpose of forming a corporation not for profit, under Chapter 617, Florida Statutes 1973, and certify as follows:

ARTICLE I

Name

The name of this corporation will be SEA WATCH CONDOMINIUM ASSOCIATION, INC. For convenience, the corporation will be referred to in this instrument as the Association.

ARTICLE II

2.1 The purpose for which the Association is organized is to provide an entity pursuant to the Condominium Act, which is Chapter 711, Florida Statutes 1973, for the operation of a condominium to be established by REALTY GROWTH INVESTORS, hereinafter called Developer. The units of such condominium will be apartments of various types.

2.2 The Association will make no distributions of income to its members, Directors or officers.

ARTICLE III

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

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

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3.2 The Association will have all of the powers and duties set forth in the Condominium Act, except as limited by these Articles and the Declaration of Condominium for the condominium operated by the Association; and it will have all of the powers and duties reasonably necessary to operate said condominium pursuant to the Declaration of Condominium, as it may be amended from time to time including but not limited to the following:

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

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 for the Condominium Property; and insurance for the protection of the Association and its members as Condominium Unit Owners.

e. To reconstruct improvements after casualty and to further improve the Condominium Property.

f. To make and amend reasonable regulations respecting the use of the Condominium Property.

g. To approve or disapprove the transfer, mortgage and ownership of Condominium Units as may be 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 Condominium Property.

i. To contract for the management and operation of the Condominium, including its Common Elements; and to thereby delegate all powers and duties of the Association, except such as are specifically required to have approval of the Board of Directors or of the membership of the Association.

h. To lease such portions of the Common Elements of the Condominium as are susceptible to separate management and operation.

k. To enter into leases, as Lessee; including but not limited to Long-Term Leases, whereby recreational facilities upon lands within reasonable proximity of the Condominium Property are demised to the Association. Said leases may create liens upon the Condominium Property, including all Condominium Units, they may require rent and other monies due thereunder to be common expenses of the Condominium, and they may require the demised premises or the Association's interest therein to be a part of the common elements of the Condominium.

l. To employ personnel to perform the services required for the proper management and operation of the Condominium.

3.2 All funds, except such portions thereof as are expended for the common expenses of the Condominium, and the titles of all properties will be held in trust for the members of the Association, in accordance with their respective interests under the Declaration of Condominium and in accordance with the provisions of these Articles of Incorporation and the By-Laws of the Association.

3.4 The powers of the Association will be subject to and will be exercised in accordance with the provisions of the Declaration of Condominium and the By-Laws of the Association.

#### ARTICLE IV

##### Members

4.1 The members of the Association will consist of all of the records owners of Condominium Units in the Condominium; and after termination of the Condominium will consist of those who were members of the terminated Condominium at the time of such termination, their successors and assigns.

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4.2 After receiving approval of the Association, the type of membership will be established by recording in the public records of Indian River County, Florida, a deed or other instrument establishing a record title to a Condominium Unit and by the delivery to the Association of a 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 Condominium Unit.

4.4 The owner of each Condominium Unit will be entitled to at least one vote as a member of the Association. The exact number of votes to be cast by owners and the manner of exercising voting rights will 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 determined by the By-Laws of the Association, but not less than three (3) Directors; and in the absence of such determination will consist of three (3) Directors. Directors need not be members of the Association.

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

5.3 The first election of the Directors will not be held until the time provided therefor in the By-Laws. Directors named in these Articles will serve until the first election of Directors and any vacancies in their number occurring before the first election will be filled by the remaining Directors.

... and addresses of the members of the  
 at Board of Directors who will hold office until their  
 successors are elected and have qualified, or until removed,  
 are as follows:

<u>Name</u>	<u>Address</u>
Harvey Coleman	8426 Valley Court Towson, Maryland 21204
Steve Henderson	3405 Ocean Drive Vero Beach, Florida 32960
Paul C. Wolfe	601 Flagler Drive Court West Palm Beach, Florida

#### ARTICLE VI

##### Officers

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

<u>Name and Address</u>	<u>Office</u>
Harvey Coleman 8426 Valley Court Towson, Maryland	President
Paul C. Wolfe 601 Flagler Drive Court West Palm Beach, Florida	Vice President
Steve Henderson 3405 Ocean Drive Vero Beach, Florida	Secretary/Treasurer

#### ARTICLE VII

##### Indemnification

Every Director and every officer of the Association will be indemnified by the Association against all expenses and

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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 will apply only when the Board of Directors approves such settlement and reimbursement as being for the best interest of the Association. The foregoing right of indemnification will 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 will be adopted by the Board of Directors and may be altered, amended or rescinded by the affirmative vote of two-thirds of the Directors until the first election of Directors; thereafter, they may be altered, amended or added to at any duly called meeting of the Unit Owners, provided:

1. Notice of the meeting shall contain a statement of the proposed amendment.
2. The amendment shall be approved by the affirmative vote of the voting members casting not less than three-fourths of the total votes of the Unit Owners.
3. Said amendment shall be recorded and certified as required by the Condominium Act.

#### ARTICLE IX

##### Amendments

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

1. Notice of the subject matter of a proposed amendment will be included in the notice of any meeting at which a proposed 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 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:

a. Such approvals must be by not less than 75% of the entire membership of the Board of Directors and by not less than 75% of the votes of the entire membership of the Association; or

b. By not less than 80% of the votes of the entire membership of the Association; and

9.3 Provided, however, that no amendment will make any changes in the qualification for membership nor the voting rights of members, without approval in writing by all members and the joinder of all record owners of mortgages upon the Condominium. No amendment will be made that is in conflict with the Condominium Act or the Declaration of Condominium.

9.4 A copy of each amendment will be certified by the Secretary of State, State of Florida, and will be recorded in the public records of Indian River County, Florida

#### ARTICLE X

The term of the Association will be perpetual.

#### ARTICLE XI

##### Subscribers

The names and address of the subscribers of these Articles of Incorporation are as follows:

Paul C. Wolfe	Sherry Lee
601 Flagler Drive Court	601 Flagler Drive Court
West Palm Beach, Florida	West Palm Beach, Florida
Betty Graber	
601 Flagler Drive Court	
West Palm Beach, Florida	

IN WITNESS WHEREOF, the subscribers have affixed their  
signatures this 21 day of July, 1975.

Paul C. Wolfe  
Paul C. Wolfe

Betty Graber  
Betty Graber

Sherry Lee  
Sherry Lee

STATE OF FLORIDA )

COUNTY OF PALM BEACH )

I HEREBY CERTIFY that on this day personally appeared before me, the undersigned authority, PAUL C. WOLFE, BETTY GRABER and SHERRY LEE, and they acknowledged to and before me that they executed the foregoing Articles of Incorporation, for the uses and purposes therein expressed.

WITNESS my hand and official seal in the County and State aforesaid, this 21 day of July, 1975.

(NOTARIAL SEAL)

James Handrup  
Notary Public

My commission expires: 6/25/76



CERTIFICATE DESIGNATING PLACE OF  
BUSINESS OR HOME FOR SERVICE  
OF PROCESS WITHIN THE STATE, NAME OF  
CORPORATION IN WHICH PROCESS MAY BE SERVED

In pursuance of Chapter 48.091, Florida Statutes, the following is submitted, in compliance with said Act:

That SEA WATCH CONDOMINIUM ASSOCIATION, INC., desiring to organize under the laws of the State of Florida, with its principal office as indicated in the Articles of Incorporation at the City of Vero Beach, County of Indian River, State of Florida, has named Paul C. Wolfe, located at P. O. Box E, 601 Flagler Drive Court, City of West Palm Beach, County of Palm Beach, State of Florida, as its agent to accept service of process within this State.

ACKNOWLEDGMENT:

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

By

Paul C. Wolfe  
Paul C. Wolfe

FILED  
JUN 15 7 56 AM '75  
DEPT. OF REVENUE  
TALLAHASSEE, FLORIDA