

Condominium of Indian Harbour Beach
900 Jamestown Avenue
Indian Harbour Beach, FL 32937

DECLARATION
AMENDMENT



Condominium of Indian Harbour Beach

We, the members of the board and officers of Jamestown Condominium of Indian Harbour Beach Inc, certify that by a vote of the owners of the Association the following amendment is made to the Declaration of Condominium of the Association. The Declaration requires an affirmative vote of 85% of the 144 owners or 123 affirmative votes to amend. The recorded vote was 124 for and 3 against.

Records are available at the condominium office at 900 Jamestown Avenue, Indian Harbour Beach, FL

The paragraph of the declaration as originally written on page 42 is:
(deletions underlined)

C. Insurance Coverage

(1) The board is required to the extent available to obtain and maintain the following insurance:

- (a) Fire with extended coverage, vandalism, malicious mischief and windstorm endorsements, insuring the entire Condominium property including all of the Units and bathroom and kitchen fixtures, cabinets, wall-to-wall carpeting and appliances presently installed therein and all replacements thereof, but not including furniture, furnishings, or other personal property supplied or installed by unit owners and covering the interests of the Board and all unit owners and their mortgagees, as their interests may appear, in the amount equal to the maximum insurable replacement value of the property or as otherwise required by Florida law.

The paragraph now reads:

C. Insurance Coverage

(2) The board is required to the extent available to obtain and maintain the following insurance:

- (a) Fire with extended coverage, vandalism, malicious mischief and windstorm endorsements, insuring the Condominium property and covering the interests of the Board and all unit owners and their mortgagees, as their interests may appear, in the amount equal to the maximum insurable replacement value of the property or as otherwise required by Florida law.

Signed by us on the 14th day of DECEMBER 2001

[Signature]
President

[Signature]
First Vice President

[Signature]
Second Vice President

[Signature]
Secretary

[Signature]
Treasurer

Scott Ellis
Clerk Of Courts, Brevard County

APgs: 1
Frist: 1.00
Rec: 5.00
Mfg: 0.00
#Names: 2
Serv: 0.00
Excise: 0.00
ntTax: 0.00

CLERK per F.S. 895.03(2)(5)
t Ellis, Clerk
and County, Florida



Brevard County, Florida
The foregoing instrument was acknowledged before
me this 14th Dec. 2001 by Robert J. Borchers
Treasurer
who is personally known to me or has produced

CFN 2001276846 12-14-2001 11:54 am
OR Book/Page: 4485 / 0291

er, had he bje ma r d ny nd .ti or
minent domain proceedings, or is otherwise sought to be
quired by the condemning authority, then the institutional
older of any first mortgage lien encumbering a Unit will be
ntitled to timely written notice from the Board of any
ch proceedings or proposed acquisition.

ARTICLE XV

PROVISIONS RELATING TO SALE OR RENTAL OR OTHER ALIENATION OR MORTGAGING OF CONDOMINIUM UNITS

A. Sale or Rental of Units - Association to Have First
ht of Refusal. In the event any Unit Owner wishes to sell,
nt or lease his Unit, the Association, shall have the option
purchase, rent or lease said Unit, upon the same conditions
are offered by the Unit Owner to a third person. Any attempt
sell, rent or lease said Unit without prior offer to the
ociation shall be deemed a breach of this Declaration and
all be wholly null and void, and shall confer no title or

THIS PACKAGE INCLUDES THE FOLLOWING:

1. Offering Circular
2. Declaration of Condominium
3. Plot Plan *May description*
4. Percentage of Interest
5. By-Laws
6. Articles of Incorporation
7. Proposed Operating Budget
8. Type and Number of Units
9. Statement of Conversion Conditions
10. Engineer's Certificate
11. Termite Inspection Report
12. Subscription and Purchase Agreement
13. Closing Expenses
14. Escrow Agreement
15. Condominium Management Agreement
16. Receipt

of Insurance Coverage - Pg. 92

OFFERING CIRCULAR

JAMESTOWN CONDOMINIUM

900 Jamestown Drive
Indian Harbour Beach, Florida 32937

SUMMARY

1. THIS CONDOMINIUM IS CREATED AND IS BEING SOLD AS FEE SIMPLE INTERESTS.
2. THERE IS A CONTRACT FOR THE MANAGEMENT OF THE CONDOMINIUM PROPERTY WITH THE KLINGBEIL MANAGEMENT GROUP CO.
3. THE DEVELOPER HAS THE RIGHT TO RETAIN CONTROL OF THE ASSOCIATION AFTER A MAJORITY OF THE UNITS HAVE BEEN SOLD.
4. THE SALE, LEASE, OR TRANSFER OF UNITS IS RESTRICTED OR CONTROLLED.
5. THE UNITS MAY BE TRANSFERRED SUBJECT TO A LEASE.

THE JAMESTOWN CONDOMINIUM

PROSPECTUS

1. THIS PROSPECTUS (OFFERING CIRCULAR) CONTAINS IMPORTANT MATTERS TO BE CONSIDERED IN ACQUIRING A CONDOMINIUM UNIT.
2. THE STATEMENTS CONTAINED HEREIN ARE ONLY SUMMARY IN NATURE. A PROSPECTIVE PURCHASER SHOULD REFER TO ALL REFERENCES, ALL EXHIBITS HERETO, THE CONTRACT DOCUMENTS, AND SALES MATERIALS.
3. ORAL REPRESENTATIONS CANNOT BE RELIED UPON AS CORRECTLY STATING THE REPRESENTATIONS OF THE DEVELOPER. REFER TO THIS PROSPECTUS (OFFERING CIRCULAR) AND ITS EXHIBITS FOR CORRECT REPRESENTATIONS.

THE JAMESTOWN CONDOMINIUM

Plan of Condominium Ownership

Introduction

Sponsor and Offer to Sell

Jamestown of Indian Harbor Beach Co., an Ohio corporation ("Developer"), with this prospectus is offering for sale on land owned by it in fee simple absolute the condominium units ("Units") located at The Jamestown Condominium.

Submission of Property to Condominium Statutes

The Declaration of Condominium Ownership and By-Laws of the Association ("Association") submitting the land and improvements erected on the land to condominium ownership pursuant to Chapter 718, Florida Statutes (hereinafter referred to as the "Condominium Act", including a copy of the plat plan and survey) have been recorded with the Clerk of the Circuit Court of Brevard County, Florida, in Condominium Book _____, Page _____. The Declaration of Condominium (Exhibit "A") as well as the Articles of Incorporation (Exhibit "B") and By-Laws of the Association (Exhibit "C"), the Management Agreement (Exhibit "D"), and other attendant documents, are set forth in the Exhibits annexed to this Prospectus. This Prospectus and the accompanying documentation should be carefully studied by prospective purchasers and their attorneys prior to purchase of a Unit.

1.

Features of Condominium Ownership

As in the ownership of a private one-family home, the purchaser of a Unit (the "Unit Owner") owns his Unit in fee simple absolute. THE CONDOMINIUM IS CREATED AND IS BEING SOLD AS FEE SIMPLE INTERESTS. The Unit Owners will also own in common undivided fee title to all portions of the buildings outside of the Units and all the lands and improvements comprising portions of the Condominium (the "Common Elements"). Title to a Unit may

may also include a carport unit ("Carport Unit") if a Carport Unit is so purchased by a purchaser in accordance with the contract to purchase. Purchase of a Carport Unit also entitles the purchaser thereof to the exclusive use of a storage bin located in the proximate area of the Carport Unit so purchased. Units and/or Carport Units may be purchased for cash or may be purchased partly for cash and partly by mortgage.

Each Unit will be taxed separately for real estate tax purposes, and therefore, no Unit Owner is liable for the payment of real estate taxes on any other Unit.

Although the Common Elements of the Condominium are owned in common by all of the Unit Owners, the administration, maintenance and management thereof will be by the Association of the Condominium which is a Florida non-profit corporation. The Association shall be comprised exclusively of Unit Owners (including the Developer). The purchaser of a Unit automatically acquires membership in the Association at the closing of title to his Unit. No consent of the Association is required for membership. The Association's Board of Administration, selected as hereinafter described, will assess against every Unit Owner a common charge (the "Common Charge") for the administration, maintenance and management of the Common Elements of the Condominium as hereinafter more fully described. Each Unit Owner will pay for the electrical and the telephone services which he consumes, the charges for which will each be separately metered. The Common Charges, assessed by the Association, include all expenses in connection with water, gas, sewer, grounds maintenance, trash removal, building, pool and office building maintenance, management fees, administration, legal and audit fees, common electricity, as well as casualty and liability insurance for the Common Elements.

Buildings with townhouse type Units have hot water heaters which will be used in common by the Unit Owners owning Units in such Buildings. Unit

Owners in these Buildings will be assessed a separate monthly amount (collected as part of the monthly Common Charge applicable to such Units) in order to defray the costs of repair and maintenance of applicable hot water heaters.

The undivided percentage interest of each Unit Owner in and to the Common Elements shall be as set forth on Exhibit "E". Said undivided percentage interest is based, as near as is possible, upon the relationship of the square footage of each individual Unit as compared to the total square footage of all Units of the Condominium. The undivided percentage interest of each Unit shall not be amended except with the unanimous written consent of all Unit Owners in the Condominium. The division of any proceeds resulting from any casualty loss (unless applied to repair) or eminent domain proceeding with regard to any Common Elements, or any common surplus of the Association, or from any other disposition of any Common Elements, will be based upon the undivided percentage interest of each Unit affected.

Regardless of the percentage of interest in the Common Elements of any particular Unit, the owner or owners of a single Unit will be entitled to cast one vote at meetings of the Association for each Unit so owned.

The Association is governed by a board of administration or council (the "Board"). The Board will be responsible for the administration, management and maintenance of all Condominium Property within the Condominium, except the Units and certain Limited Common Elements. Condominium Property includes the land and all the improvements that have been submitted to condominium ownership together with all easements and rights appurtenant thereto intended for use in connection with the Condominium. The Condominium Property also includes an easement (located directly across State Route A1A) for access to the beach and Atlantic Ocean.

The expenses for maintaining, repairing and replacing Common Elements will be borne by the Association, and the costs thereof will be assessed

against all Unit Owners as Common Charges. The Common Charges, including established operating and capital replacement and improvement reserves, will range from \$55.00 to \$95.00 per Unit per month for the first full year of operation of the Association, based upon the operating budget annexed hereto as Exhibit "F". Until the sale of the first Unit, Developer is solely responsible for Common Expenses. Following the first closing, the Unit Owner to whom title shall have been vested shall be responsible for his proportionate share of Common Charges based upon his percentage interest in the Common Elements, and the Developer shall pay Common Expenses for unsold Units.

2.

Description of Property and Facilities

The land of the Condominium consists of 7.82 acres, more or less, together with an easement (located directly across State Route A1A) for access to the beach and Atlantic Ocean. The Condominium is located at the southwest portion of the intersection of State Road A1A and Palm Springs Boulevard in Melbourne, Florida. There are six townhouse-type and six garden type residential buildings containing, in total, the living areas of 144 Units, each such building containing twelve Units. In addition, there are 74 Carport Units available for purchase, separate from purchase of a Unit, from the Developer. Recreational facilities include a 34' x 77.4' swimming pool, and a 11.5' diameter wading pool, both located near the center of the Condominium Property and the westerly border thereof, between Buildings No. 8 and 9. The pools are heated, are fully fenced, and contain deck area including the pools of approximately 3,000 square feet. There is a community building (with total floor space of approximately 1,350 square feet) containing an office with approximately 450 square feet; laundry room with approximately 450 square feet; and maintenance room with approximately 450 square feet. The Developer will expend a minimum of \$2,200 for the purchase of

personal property for the Condominium.

A copy of the plot plan showing the location of the buildings and the recreational and other Common Elements is annexed hereto as Exhibit "G".

3.

Conversion-Physical Condition of the Condominium

The Condominium has been created by conversion of existing improvements which have been operated since being constructed as a rental apartment complex. The buildings of the Condominium were completed in October, 1965. The buildings are wood construction with stucco brick exposed exteriors. The structural components and major utility installations have remained in place since the original construction without any significant repairs, alterations or improvements.

All other structural components within the Condominium including the foundations, ventilating system, perimeter walls, floors and roofs have been inspected by Developer and found to be in good and serviceable condition. The major utilities including electrical wiring, plumbing, water heaters and heating and air conditioning have been inspected by Developer and found to be in good and serviceable condition. In each case the examination was conducted at random on a number of samples deemed large enough to yield statistically reliable results. The condition of the roof and the mechanical, electrical, plumbing and structural elements is substantiated by the certificate annexed hereto as Exhibit "H". The roofs of all buildings were reshingled in 1978. Further renovations have included new exterior painting, pool decks and irrigation pumps. In addition, the pool has been sand-blasted and resurfaced. All streets have been repaved and sealed and the premises have been relandscaped.

The anticipated average remaining useful life of the heating system is 8 years, while the anticipated average remaining useful life of the air condi-

tioning system in 5 years. The anticipated average remaining useful life for the electrical wiring and plumbing is at least 15 years, and for the water heaters, at least 5 years. The expected remaining useful life of each building in the Condominium is at least fifty (50) years.

There is no termite damage to the buildings of the Condominium. A copy of an inspection report of a certified pest control operator is annexed hereto as Exhibit "I".

THERE ARE NO WARRANTIES, EXPRESSED OR IMPLIED, MADE AS PART OF THE SALE OF A UNIT, UNLESS THEY ARE EXPRESSLY STATED IN WRITING BY DEVELOPER WHETHER HEREIN OR OTHERWISE. THE UNITS ARE BEING SOLD "AS IS".

4.

Individual Units

Each Unit type in the Condominium will vary in size from approximately 685 square feet to approximately 1,150 square feet. Townhouse type Units each have a fenced patio. One continuous fire escape is located to the rear of each building having townhouse type Units. Garden type Units located on the lower level of a two-story building have a fenced patio; balconies serve Units located on the second floor of garden type Units, such balconies together with the stairs therefrom being shared in common by two Units each.

There are a total of 144 units as follows:

34	One bedroom, one bath Garden Units
7	One bedroom, one and one-half bath Townhouse Units
24	Two bedroom, one bath Garden Units
24	Two bedroom, one bath with den Garden Units
24	Two bedroom, one and one-half bath Townhouse Units (approximately 960 square feet)
34	Two bedroom, one and one-half bath Townhouse Units (approximately 1,088 square feet)
7	Three bedroom, one and one-half bath Townhouse Units (approximately 1,150 square feet)

There are seven Unit types and floor plans. From an architectural point of view, the buildings are colonial in flavor with stucco brick construction on all exposed exteriors.

Each Unit also includes all appliances, fixtures, and other improvements located within the Unit as described in the Declaration. A detailed description of the appliances and fixtures to be supplied by the Developer are included in the sales price schedules available to any prospective purchaser upon request.

Each Unit Owner shall be responsible for the repair and maintenance of all parts of the Unit (as detailed in paragraph 13 hereof) and, at their option, the cost of insuring the interior of their Unit and the contents thereof against loss or damage. Each Unit may be used only for private residential purposes, except such temporary non-residential uses as may be permitted by the Board from time to time.

5.

Common Elements

Common Elements are defined to include the land and all other portions of the Condominium Property other than individual Units. Limited Common Elements are those Common Elements reserved for the exclusive use of a particular Unit or Units less than all.

The Limited Common Elements for the Condominium include the following:

(i) all conduits, plumbing, wires and other facilities for the furnishing of utility services whether located within a Unit or otherwise which service part or parts of the Condominium Property other than a single Unit;

(ii) hot water heaters serving more than a single Unit;

(iii) balconies, walkways, common hallways, stairs and entrances, patios, stoops, courtyards, wood walls and fences (surrounding the patios to Units), garbage receptacle areas, landscaping located on or in any balcony or patio area appurtenant

to a Unit, and other appurtenant improvements, which serve only such Unit; and

(iv) all other Common Elements (as may be located within the bounds of such Unit or which serve only such Unit), as are rationally of limited use for less than all Units.

Each Unit Owner acquires, as an appurtenance to his Unit, a percentage of undivided fee interest in and to the Common Elements as set forth in the Table a part of Article IV of the Declaration and in Exhibit "E" annexed hereto. This undivided interest in the Common Elements is not divisible from the Unit to which it appertains. A total of 144 Units shall share in the Common Elements of the project.

6.

Offering Price

The offering price for the Units are subject to frequent changes. The current price for a specific Unit will be supplied to any prospective purchaser upon request. At settlement of the purchase contract, each purchaser will be required to pay to the Association a non-refundable, initial condominium assessment equal to two months regular monthly assessments to be utilized for commencing the business of the Association and providing the necessary working fund for it. Each purchaser will also be required to deposit with the Association an amount equal to one monthly annual assessment payment plus part of one monthly annual assessment payment, prorated from the date of settlement to the end of the calendar month in which the settlement occurs. The initial assessment is treated as working capital contribution and no Unit Owner is entitled to reimbursement for payment of the initial assessment. The initial assessment and other assessments herein provided shall also be paid by each subsequent purchaser of a used Unit.

7.

Buyer shall be responsible for all closing costs, including but not limited to recording fees, documentary tax, surtax and title insurance. In the event Buyer seeks mortgage financing, all expenses related thereto, including origination and survey fees, shall be the responsibility of Buyer.

8.

Restrictions

The Condominium documents provide various restrictions upon the use of the Units, including restrictions relating to the posting of signs by Unit Owners, the hanging of clothes or laundry on Condominium Property, the maintenance and keeping of pets, interference with the rights of other Unit Owners, pass-key requirements, the operation of businesses on Condominium Property, the type of draperies or curtains used, use of the recreational facilities, the rental of Units, the use and existence of motor vehicles, and the carpeting of certain Units. Reference is specifically made to Section C, Article VIII of the Declaration for a detailed description of certain of such restrictions.

9.

Management and Operation of Common Elements

THERE IS A CONTRACT FOR THE MANAGEMENT OF THE CONDOMINIUM PROPERTY WITH THE KLINGBEIL MANAGEMENT GROUP CO. A copy of the Management Agreement is annexed hereto as Exhibit "D".

The Association has entered into a Management Agreement with the Klingbeil Management Group Co., an affiliate of Developer, whereby the duties and obligations of the Association, including the right to levy regular and special assessments, will be carried out by such Managing Agent. The Management Agreement also provides for the payment of \$ _____ per month and \$ _____ annually to the managing agent as a Common Expense; for termination for cause on 90 days written notice; and for termination by the Unit Owners, other than Developer (i) after the Unit Owners have assumed control of the Association, or (ii) if Unit Owners, other than Developer, own not

less than 75% of the Units in the Condominium (provided the cancellation in either instance shall be by concurrence of the Unit Owners of not less than 75 % of the Units other than Units owned by Developer) Developer (or any other entity designated by Developer to act in such capacity) may be employed as the Managing Agent. The Managing Agent has the authority to enter into agreements with Developer or one or more other firms or corporations affiliated with Developer, for the common management, maintenance and repair of the Condominium Property and such other developments of Developer or its affiliates. Without intending to limit the generality of the foregoing, such agreements may provide for the allocation of expenses, purchase of equipment and supplies, and joint sharing of employees and management overhead.

The Managing Agent will be responsible for maintenance of accounting records according to good accounting practices and such records will be open to inspection by Unit Owners or their duly authorized representatives. These records shall include an accounting for all receipts and expenditures, an account for each Unit Owner designating his name and address, including the amount of each assessment, and the amounts paid upon the account and the balances due. An audit of the books and accounts shall be made annually by an independent auditor.

*
* RP

*
* OB

A budget for each fiscal year of the Association shall be prepared and shall include a statement of the estimated funds required to defray the costs and expenses of maintaining, operating and managing the Common Elements. The estimated budget and schedule of the Unit Owners' expenses for the first full year of operation of a Condominium, based upon full occupancy, is set forth in Exhibit "F".

W/D

Each Unit Owner will receive a copy of the annual budget for the Association, a certified copy of the annual audit of the accounts relative to the Condominium, and at such time as same becomes appropriate a notice of holding of an annual meeting of the Association.

N/A

10.

Board of Administration and Officers of the Association

Under the Declaration and By-Laws of the Association, the affairs of the Association, and in particular the administration, management and maintenance of the Common Elements, will be performed by the Association's Board of Administration, who have the power to delegate such responsibility as aforesaid.

The first Board shall be three persons as appointed by the Developer.

THE DEVELOPER HAS THE RIGHT TO RETAIN CONTROL OF THE ASSOCIATION AFTER A MAJORITY OF THE UNITS HAVE BEEN SOLD. See Section 7, Article II, By-Laws.

11.

Maintenance, Alterations, Additions and Improvements

The Association shall maintain, operate, repair and replace as a Common Expense all of the Common Elements, excluding those Limited Common Elements to be maintained by the Unit Owners.

The Unit Owner shall maintain, operate, repair and replace at his expense, all portions of his Unit including, but not limited to, all doors (exterior and interior), windows (glass and screens), plumbing fixtures (drains and pipes thereto), utility services (lines, pipes, wires and conduits), water heaters (except townhouse type Units) heating and air conditioning equipment and ducts, lighting fixtures, electrical outlets, wiring and fixtures, refrigerators, freezers, dishwashers, clothes washers, clothes dryers, disposals, ranges and/or other equipment, appliances, fixtures or systems which are used exclusively in connection with the individual Unit (including those items located remotely from the individual Unit).

No Unit Owner shall make any material alteration, addition or modification of his Unit without the prior written consent of the Association.

For the extensive limitations on alterations, additions and improvements of Units see Section A, Article VII of the Declaration. For the specific pro-

visions pertaining to maintenance, repair and replacement of the Units and the Common Elements see Article VII of the Declaration.

12.

Cable TV and Communication System Contracts, etc.

The Condominium has entered into an agreement, on a month to month basis, with Florida Cable Company, which agreement provides that Florida Cable Company will furnish cable TV connection to the Units in the Condominium. The costs of such service will be a Common Expense of the Association.

Electricity:	Florida Power and Light
Water and Sewage:	City of Melbourne, Florida
Refuse Collection:	Harris Sanitation
Storm Drainage:	City of Indian Harbour Beach, Florida

13.

The Developer

The Developer is Jamestown of Indian Harbor Beach Co., an Ohio corporation, incorporated on October 10, 1963, and qualified to do business in the State of Florida on December 18, 1963. The principal individuals directing the creation and sale of the Condominium are:

Richard W. Foster. Mr. Foster is the Executive Vice President of The Klingbeil Company, a real estate developer with a nationwide reputation. Mr. Foster is also a Vice President of The Klingbeil Management Group Co. which entity is directing the creation and sale of the Condominium. Mr. Foster has been Director of many projects throughout the United States, including Pennsbury Village, Pittsburgh, Pennsylvania (500 units); Cardinan Forest Condominium, Springfield, Virginia (1,050 units); Jamestown Condominium, Pittsburgh, Pennsylvania (200 units); Kings Grant Condominium, Pittsburgh, Pennsylvania (300 units); and Oakroad Station Condominium,

Walnut Creek, California (150 units)

Dale P. Shedd, Mr. Shedd is director of marketing of The Klingbeil Management Group Co. and has been the director of marketing with a major home building company. At the present time, Mr. Shedd is directing the conversion and sale of 1,050 units in Springfield, Virginia.

14.

Restrictions on Sale, Lease or Mortgage

The right of the Unit Owner to sell, lease or mortgage his Condominium Unit is restricted pursuant to the provisions of Article 15 of the Declaration of Condominium attached hereto. THE UNITS MAY BE TRANSFERRED SUBJECT TO A LEASE.

15.

General

1. There are no suits or other legal proceedings pending which could materially affect this offering, or the purchasers of Units, or the Condominiums.
2. There are no contracts, undertakings, or obligations of the Developer or other persons, or bonds or other securities posted to insure payment of any obligations or undertakings which would adversely affect the Condominiums.
3. The Developer expects to realize a profit from the sale of the Units offered herein. However, the extent of such profits cannot presently be accurately estimated.
4. All agreements and contracts relative to the Condominium or the acquisition of any Units therein will be deemed to be contracts governed by the laws of the State of Florida.
5. This Prospectus contains an accurate summary of the pertinent provisions of the various documents referred to herein and copies of all

such documents are on file with the Developer for inspection. There are no intentional inconsistencies between this Plan and the documents mentioned herein. Any information, data, or representations not referred to in this Plan and not contained in the various documents mentioned herein must not be relied upon. This Prospectus does not intentionally contain any untrue statement of a material fact. No person has been authorized by Developer to make any representation which is not expressly contained herein. This Plan may not be changed or modified orally.

DECLARATION OF CONDOMINIUM OWNERSHIP

FOR

THE JAMESTOWN CONDOMINIUM

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DECLARATION SUBMITTING PROPERTY TO THE PROVISIONS OF
CHAPTER 718 OF THE FLORIDA STATUTES
(FLORIDA CONDOMINIUM ACT)

for

THE JAMESTOWN CONDOMINIUM

DECLARATION OF CONDOMINIUM made this 23rd day of October,
1978, by Jamestown of Indian Harbor Beach Co., an Ohio corporation,
its successors and assigns, with its principal place of business at
42 East Gay Street, Columbus, Ohio 43215.

RECITALS

Developer is the holder of title, in fee simple, to the
Land, upon which it has constructed 12 Buildings containing
144 residential Units and 74 Carport Units, and desires to declare
the Land and all Buildings, structures, and improvements thereon
as a condominium, and by this Declaration establish a plan for
individual ownership of portions of the Land, Buildings, struc-
tures, and improvements in accordance with the Florida Condo-
minium Act.

DECLARATION

The Developer, for itself and on behalf of its successors
and assigns, hereby submits the Land lying and being in Brevard
County, Florida, owned in fee simple by Developer, together with
all buildings and improvements thereon, and all rights and ease-
ments appurtenant thereto, including those created hereafter, to
the provisions of Chapter 718, and which is hereby submitted to
the condominium form of ownership and is legally described as
follows:

From the Southwest corner of the Northwest Quarter of
the Southwest Quarter of Fractional Section 12, Town-
ship 27 South, Range 37 East, run North 1 degree 20
minutes 01 seconds West along the West line of said
Fractional Section 12 a distance of 41.68 feet to the
Northwest corner of the South 80.0 acres as described
in Deed Book 416, Page 111 of the Brevard County,
Florida Public Records, said corner being 0.90 feet
North of an iron pin at the Northwest corner of Sea-
coast Shores, Unit Five, Section 3 as recorded in
Plat Book 16, Page 56, aforesaid Public Records;
thence North 89 degrees 29 minutes 00 seconds East
along the aforesaid North line of Deed Book 416, Page

111, a distance of 1492.94 feet to the Point of Beginning; run thence North 00 degrees 31 minutes 00 seconds West a distance of 515.30 feet to the Point of Curvature of a curve concave to the East having a radius of 50 feet and a central angle of 151 degrees 02 minutes 40 seconds; thence from a tangent bearing of North 76 degrees 02 minutes 20 seconds West run 131.81 feet along the arc of said curve to the Point of Tangency; thence from a tangent bearing North 75 degrees 00 minutes 20 seconds East run North 00 degrees 31 minutes 00 seconds West a distance of 72.03 feet to a point on the South right-of-way curve of a proposed 90 feet wide street; said curve being concave to the North having a radius of 509.99 feet and a central angle of 2 degrees 25 minutes 04 seconds; thence from a tangent bearing of South 88 degrees 07 minutes 20 seconds East run 21.52 feet along said curve to the Point of Tangency; thence continue along the aforesaid proposed South right-of-way North 89 degrees 27 minutes 36 seconds East a distance of 590 feet to a point South 89 degrees 27 minutes 36 seconds West a distance of 314 feet from the West right-of-way of State Road 11A; thence South 12 degrees 26 minutes 05 seconds East parallel with the said State Road right-of-way a distance of 698.95 feet to a point on the aforesaid North line of Deed Book 416, Page 111; thence South 89 degrees 29 minutes 00 seconds West a distance of 555.86 feet to the point of beginning.

Together with a non-exclusive, perpetual easement for access to the beach and the Atlantic Ocean, located along and over the northerly five (5) feet (running from the east right-of-way line of State Route 11A to the Atlantic Ocean and the beach) of the following described property, to wit:

From the point of intersection of the East right-of-way of State Road A-1-A and an easterly projection of the North line of the South 80.0 acres of Fractional Section 12, Township 27 South, Range 37 East as described in Deed Book 416, Page 111, Brevard County, Florida Public Records (said line being parallel with and 0.90 feet North of the Easterly projection of the North line of Seacoast Shores, Unit Five, Section 3, as recorded in Plat Book 16, Page 56, aforesaid Public Records); run North 12 degrees 26 minutes 05 seconds West along the aforesaid right-of-way 499.12 feet to the Point of Beginning; run thence North 89 degrees 27 minutes 36 seconds East parallel with the Quarter Section line of aforesaid Fractional Section 12 a distance of 260 feet, more or less to the present bluff line of the Atlantic Ocean, return to the Point of Beginning and run thence North 12 degrees 26 minutes 05 seconds West along the aforesaid right-of-way 200.00 feet; thence North 89 degrees 27 minutes 36 seconds East parallel with the aforesaid Quarter Section line 260 feet more or less to the aforesaid present bluff line, thence Southerly along said line to close on the first call aforesaid.

All Exhibits attached to this Declaration are fully incorporated by reference.

ARTICLE I

Definitions

A. The following words and phrases used in this Declaration and By-Laws shall have the following meaning ascribed to them:

(1) Articles. The Articles of Incorporation of the Association as filed with the Secretary of State, State of Florida. Said Articles are attached hereto as Exhibit "P", and by reference made a part hereof.

(2) Assessment. Those amounts levied by the Board against the Unit Owners pursuant to authority granted in the Florida Condominium Act, this Declaration and the By Laws in order to enable it adequately to operate, maintain, repair, improve or reconstruct the Condominium Property or otherwise to further the aims of the Condominium. Assessments shall be a lien against each Unit when perfected as provided by law.

(3) Association. The Jamestown of Indian Harbor Beach Homeowners Association, Inc., a Florida corporation not for profit, being the organization of all of the Unit Owners, which entity administers the Condominium Property. Association includes the term Board of Administration and corporation, and reference in the Articles to the term corporation includes Association.

(4) Board. The Board of Directors of the Association and individuals elected by the members of the Association to the Board of Directors, which Board shall have the right and responsibility to manage the business, operation and affairs of the Condominium Property. The Board shall initially be those individuals selected by Developer and later elected by the Unit Owners as provided herein.

(5) Building. Any multi-Unit structure or structures or complex thereof, a part of the Condominium Property and used, or intended for use, for residential purposes.

(6) By Laws. The governing regulations of the Association as are adopted pursuant to Chapter 718 which are identical to the

regulations of a non-profit corporation and the Rules of the Unit Owners' Association (as required by the provisions of Chapter 718) Said By-Laws are attached hereto as Exhibit "O", and by reference made a part hereof.

(7) Carport Units. Parking spaces in a carport building and the right to the exclusive use of such, available for purchase by Unit purchasers from Developer as determined by the applicable contract to purchase.

(8) Chapter 718. That portion of the Florida Statutes which pertains to condominium ownership.

(9) Common Charges. Those Assessments levied against the Unit Owners and payable by the Unit Owners in monthly installments in order to defray the Common Expenses and established operating and capital replacement and improvement reserves.

(10) Common Elements. That part of the Condominium Property not included in a Unit as defined in Section A, Article V, Declaration.

(11) Common Expenses. Includes:

(i) expenses of administration, management, operation, insurance, taxes, assessments, utilities, maintenance, repair or replacement of the Common Elements. Water and gas supplied to and trash or refuse collection services provided to all Units in the Condominium shall be a Common Expense. Each Unit is separately metered for electricity and each Unit Owner shall be responsible to pay his own electrical charges based on the meter charge to the individual Unit. Electricity, gas and other utility services furnished to or for the Carport Units and Common Elements shall be a Common Expense:

(ii) expenses declared Common Expenses by the Florida Condominium Act, by this Declaration or by the By-Laws;

(iii) expenses agreed upon as Common Expenses by the Board and lawfully assessed against the Unit

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Owners in accordance with this Declaration and the Bylaws; and

(iv) expenses of management and administration of the Condominium by the Board, including without limitation, compensation of all employees, managers, accountants, attorneys and other personnel hired by the Board whether as employees, independent contractors or otherwise.

(12) Common Surplus. The balance at the end of each fiscal year of all Common Charges and Assessments collected from Unit Owners remaining after the deduction of all Common Expenses for such period.

(13) Condominium. The Jamestown Condominium.

(14) Condominium Parcel. A Unit together with the undivided share in Common Elements which is appurtenant to the Unit.

(15) Condominium Property. As defined in Article II of the Declaration.

(16) Declaration. The instrument by which the Condominium Property of the Condominium is submitted to the provisions of Chapter 718, and any and all amendments thereto.

(17) Developer. Jamestown of Indian Harbor Beach Co. an Ohio corporation, its successors and assigns.

(18) Drawings. The plans and drawings filed in the Official Public Records of Brevard County, Florida, prepared and certified by Outlaw Engineering Associates, Inc., consulting engineers, in accordance with the requirements of Chapter 718.

(19) Land. The real estate described in this Declaration which has been submitted to the Condominium form of ownership pursuant to the provisions of Chapter 718.

(20) Limited Common Elements. Those Common Elements designated in the Declaration as reserved for use of a

certain Unit or Units to the exclusion of the other Units, such areas being defined in Section A, Article VI, Declaration.

(21) Rules. The rules and regulations governing the operation and use of the Condominium Property, or any portion thereof, as may be adopted by the Board from time to time.

(22) Unit or Units. Those parts of the Condominium Property described and defined in Section A, Article IV, Declaration, which are the subject of individual ownership, together with their respective undivided interest in Common Elements which is assigned thereto in this Declaration. Unless otherwise specified, the term "Unit" when used in this Declaration or in the Bylaws refers to, and includes, both the 144 residential Units and the 74 Carport Units as designated in the Drawings and as referred to in Article IV hereof.

(23) Unit Owner. The person or persons, natural or artificial, holding title to the fee simple estate to a Unit.

B. Unless the context clearly indicates otherwise or so requires, all other terms used in this Declaration and the Bylaws, shall be assumed to have the meaning attributed to said term by Chapter 718.

ARTICLE 11

The Condominium Property, Name and Purpose

The "Condominium Property" includes the Land and all easements, rights and appurtenances belonging thereto, together with all 12 Buildings containing 144 Units, and 8 carport buildings containing 74 Carport Units, improvements and structures thereon (as more particularly delineated in Articles III, IV and V hereof), and all articles of personal property, which have been submitted to the provisions of Chapter 718.

The Condominium Property also includes an easement (located directly across State Route 1A) for access to the beach and

Atlantic Ocean.

The name by which the Condominium Property shall be known is hereby established to be "The Jamestown Condominium".

The purpose for which the Condominium Property is submitted to the provisions of Chapter 718 is to provide 144 separate Condominium Parcels and 74 Carport Units to which the fee simple title, together with their respective undivided interest in the Common Elements, may be conveyed for single family residential living.

ARTICLE III

General Description of Buildings

The Buildings of the Condominium include 12 residential structures containing, in total, the living areas of 144 Units which are part of the Condominium Property. Buildings are numbered 1 through 12 and each Building contains 12 Units. Each Building is stucco brick constructed on its exposed exteriors. All residential Buildings are two stories in height above ground.

Units contained in Buildings No. 1, 2, 5, 6, 11 and 12 are garden-type structures, each Building containing the living space for 12 one or two bedroom Units. Each of these Buildings has three entrances limited in use to the Units which they service. Hallways, stairs and common entrances in each Building are Limited Common Elements, as disclosed in Exhibit "B-M", reserved for use by the Units to which they extend to the exclusion of other Units. Balconies serve Units located on the second floor of the garden-type Buildings, such balconies together with stairs therefrom being shared as Limited Common Elements by two Units each.

Units contained in Buildings No. 3, 4, 7, 8, 9 and 10 are townhouse-type structures, each Building containing the living space for 12 one, two or three bedroom Units. Each of these Buildings has 6 walkways and stoops (leading to separate front-door entrances for each Unit) limited in use to

the Units which such walkways and stoops service. One continuous fire escape is located to the rear of each Building, with a single stairway therefrom to ground level, serving each of the Units of each Building as Limited Common Elements.

ARTICLE IV

Unit Descriptions, Designations and Boundaries

A. Definition of Unit. A Unit consists of: (i) the space bounded by the interior surfaces of the perimeter walls, windows and doors, the cement floor slab or flooring, as the case may be, and the roof of such Unit, projected, if necessary, by reason of structural divisions such as interior walls, floors, ceilings and other partitions, as may be necessary to form a complete enclosure of space with respect to such Unit; (ii) together with all interior walls and ceilings (excluding the structural components thereof) and their surfaces (including drywall and plaster) and the decorated surfaces thereof, including paint, lacquer, varnish, wallpaper, paneling, tile, and any other finishing material applied to interior walls, doors, floors and ceilings and interior surfaces of perimeter walls, windows, doors, floors and ceilings; (iii) all doors (exterior or interior) and floors, excluding the structural components thereof; (iv) all windows, screens and window frames and woodwork; (v) all ducts, plumbing and electrical systems, and all fixtures, equipment, and appurtenances, including heating and air-conditioning systems and control devices, located within the bounds of such Unit or which serve only such Unit; (vi) all gas, electric, water or other utility or service lines, pipes, wires and conduits located within the bounds of such Unit or which serve only such Unit; (vii) cement floor slabs or floorings, as the case may be; and (viii) if applicable, a Carport Unit.

The interior partitions or walls within the confines or boundary lines of each Unit are approximately placed in the Drawings. These interior partitions or walls may, from time

to time, be removed or replaced subject to the prior written approval as provided in Section A, Article VII hereof; in the event a Unit Owner does remove or replace any or all interior partitions or walls, no amendment of this Declaration will be necessary or required.

A Unit may include as part of the Limited Common Elements, a carport unit as detailed in Exhibit "A" as such Limited Common Elements are defined in Article VI(c). Parking spaces in the carport building and the right to the exclusive use of such is available for purchase by Unit purchasers from Developer as determined by the applicable contract to purchase. If a Unit Owner purchases a Carport Unit, such includes the exclusive right to use a carport space in the carport building. In addition, each Carport purchaser shall be entitled to the exclusive use of a storage bin located in the proximate area of the Carport Unit so purchased.

B. Number of Units and Designation. There are 144 residential Units located in 12 buildings. The graphical designation of each Unit, its location, building plans and floor plans are detailed in the set of Drawings, contained in Exhibits "A-M", all of such Drawings are in accordance with and pursuant to the requirements of §718.104(4)(e), Florida Statutes. The Common Elements or immediate Limited Common Elements appurtenant to each Unit are set forth in Articles V and VI hereof and indicated upon the Drawings attached thereto.

C. Unit Designation. Units are designated by individual numbers (1 through 144) assigned to each Unit. No Unit bears the same designation as any other Unit. The identifying number of a Unit is also the identification as to the Condominium Parcel.

D. Table of Designations. The table annexed hereto as Exhibit "N" sets forth for each Unit its designation, the percentage of interest in the Common Elements appurtenant to such Unit, and the total number of rooms in each Unit.

ARTICLE V

Common Areas and Facilities

A. Definition. The Common Elements include the Land

and all other parts of the Condominium property except the Unit, as detailed in the Drawing designated Exhibit "A".

B. Percentage of Interest. The percentage of interest in the Common Elements of a Unit shall be as set forth in the Table (Exhibit "N") made a part of Section D, Article IV, Declaration as determined by Developer in accordance with the provisions of §718.104, Florida Statutes.

C. Use of Common Elements by Unit Owners. Each Unit Owner, his family, guests and invitees have the right to use the Common Elements in accordance with the purposes for which they are intended and for all purposes incident to the use and occupancy of his Unit. No person shall use the Common Elements or any part thereof in such manner as to hinder or encroach upon the lawful rights of other Unit Owners as established by law or in the Declaration, By Laws or any Rules.

D. Rules of Board Relating to Common Elements. The Board has the authority to promulgate reasonable Rules for the use, maintenance, repair, replacement or improvement of any of the Common and Limited Common Elements, including authority to: (i) make reservations of portions thereof for the exclusive use of the Unit Owners and their guests, or certain of them, from time to time, and to make reasonable charges for such exclusive use, provided such exclusive use for any number of Unit Owners shall not exceed two days, including not more than one weekend day, or holiday, during any single week; (ii) limit the number of guests that may use the Common Elements; (iii) charge reasonable administration and other fees for the use of any recreational facilities situated on the Common Elements; and (iv) suspend the voting rights and right to use the recreational facilities by any Unit Owner for any period during which any Assessment against his Unit remains unpaid or for a period not to exceed 30 days for any infraction

of the published Rules, the Declaration or the By-Laws.

ARTICLE VI

Limited Common Elements

A. Definition. The Limited Common Elements with respect to each Unit consist of:

(i) all conduits, plumbing, wires and other facilities for the furnishing of utility services whether located within a Unit or otherwise which service part or parts of the Condominium Property other than a single Unit;

(ii) hot water heaters serving more than a single Unit;

(iii) balconies, walkways, common hallways, stairs and entrances, patios, stoops, courtyards, wood walls and fences (surrounding the patios to Units), garbage receptacle areas, landscaping located on or in any balcony or patio area appurtenant to a Unit, and other appurtenant improvements, which serve only such Unit; and

(iv) all other Common Elements (as may be located within the bounds of such Unit or which serve only such Unit), as are rationally of limited use for less than all Units.

B. Use of Limited Common Elements. Each Unit Owner is hereby granted an irrevocable easement to use and occupy the Limited Common Elements located within the bounds of his Unit or which serve only his Unit.

C. Carport Parking Spaces. Each carport parking space as shown on Exhibit "A" is a Limited Common Element and the Developer reserves the right to sell the exclusive use of a specific carport parking space to a unit owner for his exclusive use. The unit owner who is designated to have the exclusive use of a carport parking space may thereafter sell and assign the exclusive use of same not only to the purchaser of his unit but may sell, convey and assign the exclusive use of same to the unit owner of another unit in this condominium, subject to the terms hereof. Such designation shall be made in an instrument of conveyance by the Developer having the same formality as a deed which shall be recorded in the Public Records of Brevard County, Florida. The Unit Owners who have the right to the use of carport parking spaces on this condominium shall be responsible for the maintenance, care and preservation of said carport structures, excluding therefrom the paving which shall be deemed to be a part of the Common Expenses of the condominium.

ARTICLE VII

Maintenance, Alterations, Repairs,
Improvements and Management

Responsibility for the maintenance and management of Condominium Property, and restrictions upon the alteration and use thereof, shall be as stated in this Article.

A. Units. Each Unit Owner shall maintain (in good order and condition), repair and replace, at the Unit Owner's expense, all portions of the Unit, including but not limited to, doors (exterior and interior), windows (glass and screens), plumbing fixtures (drains and pipes thereto), utility services (lines, pipes, wires and conduits), water heaters, heating and air-conditioning equipment and ducts, lighting fixtures, electrical outlets, wiring and fixtures, refrigerators, freezers, dishwashers, clothes washers, clothes dryers, disposals, ranges and/or other equipment, appliances, fixtures or systems which are used exclusively in connection with the individual Unit (including those items located remotely from the individual Unit).

Each Unit Owner shall promptly furnish, perform and be responsible for, at his own expense, all of the maintenance, repairs and replacements within his own Unit which, if omitted, would adversely affect the safety of the Condominium Property, provided however, such maintenance, repairs and replacements as may be required to bring water, electricity and gas to such Unit shall be furnished as part of the Common Expense.

No Unit Owner shall make any structural addition, structural partition or wall change or structural alteration or improvement in or to his Unit without prior written consent of the Board and, if required in the mortgage documents, the mortgagee of said Unit. The Board shall have the obligation to answer any written request by a Unit Owner for approval of a proposed structural addition, alteration or improvement in such Unit Owner's Unit within 60-days after such request, and failure

to do so within the stipulated time shall constitute a consent by the Board to the proposed structural addition, alteration or improvement. The Board has the authority to delegate its responsibilities hereunder to the President or to a committee of Unit Owners formed for such purpose.

B. Common Areas and Facilities.

(1) The Association shall maintain, operate, repair and replace as a Common Expense all portions of the Common Elements, excluding the Limited Common Elements except as provided in Section C below. All incidental damage caused to a Unit by reason of the aforementioned work shall be promptly repaired at the expense of the Association.

(2) Except in the case of an emergency, whenever in the judgment of the Board the Common Elements require additions, alterations or improvements costing in excess of ^{10,000} \$5,000, the making of such additions, alterations or improvements shall be approved by a majority of the Unit Owners, and if approved, the Board shall proceed with such additions, alterations or improvements and assess all Unit Owners for the cost thereof as a Common Expense. Any additions, alterations, or improvements costing less than ^{10,000} \$5,000 may be made by the Board without approval of the Unit Owners and the cost thereof shall constitute part of the Common Expenses. Notwithstanding the foregoing, if in the opinion of not less than ^{51%} 80% of the members of the Board, such additions, alterations or improvements are exclusively or substantially exclusively for the benefit of the Unit Owner or Unit Owners requesting the same, such requesting Unit Owner or Unit Owners shall be assessed therefor in such proportion as they jointly approve, or if they are unable to agree thereon, in such proportions as may be determined by the Board.

(This limitation shall not apply to maintenance or repair of existing facilities, property and equipment.)

(3) Each Unit Owner shall observe and perform all obligations of a Unit Owner set forth in the Declaration, Bylaws, or Rules with respect to the maintenance, operation or use of Common Elements.

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C. Limited Common Areas and Facilities.

(1) By the Association. The Association shall maintain, repair and replace as a Common Expense:

(a) conduits, plumbing, wiring and other facilities for the furnishing of utility services which are contained within a Unit that service part or parts of the Condominium Property in addition to the Unit within which they are contained;

(b) balconies and the stairs thereof;

(c) all wood fences;

(d) all walkways, steps, stairs, hallways and stoops common to more than a single Unit;

(e) landscaping (except within the patio and balcony areas); and

(f) structural maintenance and repairs to carport buildings.

(2) By Unit Owners. Unit Owners shall maintain, repair and replace at the Unit Owner's expense all portions of the Limited Common Elements designated for his exclusive use except the portion to be maintained by the Association.

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Buildings with townhouse-type Units have hot water heaters which will be used in common by the Unit Owners owning Units in such Buildings. Unit Owners in these Buildings will be assessed a separate monthly amount (collected in addition to the monthly Common Expense applicable to such Units) in order to defray the costs of repair

and maintenance of applicable hot water heaters as well as an amount to pay for the costs of use thereof.

D. Report of Damage. Each Unit Owner shall promptly report to the Association any defect or need for repair for which the Association is responsible.

E. Management. The Board has the responsibility properly to manage the Condominium Property. The Board shall retain and employ for the Condominium a professional managing agent to perform such duties and services as the Board shall authorize. Such delegation to a managing agent may be evidenced by a management contract, the terms of which shall not exceed three years in duration. Such contract shall provide for the payment of reasonable compensation to the managing agent as a Common Expense and for termination with or without cause and without payment of a termination fee on 90-days written notice. Any such management contract shall provide that the Unit Owners, other than Developer, may cancel such contract (i) after the Unit Owners have assumed control of the Association, or (ii) if Unit Owners, other than Developer, own not less than 75% of the Units in the Condominium, provided the cancellation in either instance shall be by concurrence of the Unit Owners of not less than 75% of the Units other than Units owned by Developer. Developer (or any other entity designated by Developer to act in such capacity) may be employed as the managing agent for the period ending after the date this Declaration is filed for record. The managing agent shall have the authority to enter into agreements with Developer or one or more other firms or corporations affiliated with Developer, for the common management, maintenance and repair of the Condominium Property and such other developments of Developer or its affiliates. Without intending to limit the generality of the foregoing, such agreements may provide for the allocation of expenses, purchase of equipment and supplies, and joint sharing of employees and management overhead.

ARTICLE VIII

Use of Condominium Property and Restrictions Thereon

A. Proper Use of Condominium Property. Each residential Unit shall be occupied and used for private residential purposes exclusively, except such temporary non-residential uses as may be permitted by the Board from time to time.

B. Use of Common Elements by Developer. Until it has conveyed title to the last unsold Unit owned by Developer, Developer has the irrevocable right

(1) to use the Common Elements for sales, administrative, rental, or storage purposes, and

(2) to use any of the unsold Units for sales (including model Units and sales offices), administrative or management purposes.

C. Restrictions. The following restrictions and covenants as to use and occupancy of the Condominium Property run with the land and are binding upon each Unit Owner, his family, guests or occupant of a Unit.

(1) Without having first obtained the written consent of the Board or as provided in the Declaration, Bylaws or Rules, there shall be no: obstruction of the Common Elements (including, but not limited to, sidewalks, entrances, passages, stairways, fire-escapes and fire exits, corridors, or hallways); storage in or on the Common Elements; use of the Common Elements' utility services except for existing lighting in Carport Units; building, planting or construction over or under Common Elements; placing or dumping of trash, garbage, refuse, debris or excess materials of any kind on or about Common Elements except in receptacles specifically designated therefor; painting, decorating or otherwise changing the appearance of any portion of the exterior of any Building.

(2) Nothing shall be done or kept in any Unit or the Common Elements which will increase the rate of

insurance of any Building or the contents thereof beyond the rates applicable for residential Units, without prior written consent of the Board. No Unit Owner shall permit anything to be done or kept in his Unit or in the Common Elements which will result in the cancellation of insurance on any Building or the contents thereof, or which will be in violation of any law.

(3) Except for such signs and advertising used by Developer during the sales program, no sign, advertisement, notice or other lettering shall be exhibited, displayed, inscribed, painted or affixed, in, on or upon any part of the Unit or Condominium Property by any Unit Owner or occupant without written permission of the Board. The foregoing includes signs within a Unit which are visible from outside the Unit and posters, advertisements or circulars used upon the Condominium Property, Units or vehicles parked upon the Condominium Property, and distributing advertisements or circulars to Units within the Condominium. No awning, canopy, shutter, radio or TV antenna, or other projection shall be affixed to or placed upon the exterior walls, doors or roof of any Building without the prior written permission of the Board. No clothes (or clothes lines), sheets, blankets, laundry of any kind, or any other articles shall be hung or exposed on any part of the Unit or the Common Elements.

(4) The maintenance, keeping, breeding, boarding and/or raising of animals, livestock, or poultry of any kind, regardless of number, shall be prohibited within any Unit or upon any Common Elements, except that this shall not prohibit the keeping of a domestic pet, provided that it is not kept or maintained for commercial purposes or for breeding. Pets shall not be permitted upon the Common Elements of the Condominium unless ac-

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companied by an adult and unless they are carried or on leash. Any member who keeps or maintains any pet upon any portion of the Condominium shall indemnify and hold harmless the Association, each of its members and the Developer free and harmless from any loss, claim or liability of any kind or character whatever arising by reason of keeping or maintaining such pet within the Condominium. The Board shall have the right to order any person whose pet is a nuisance, to remove such pet from the premises, and/or to charge such person for any extraordinary costs of maintaining the Common Elements caused by the presence of the pet. The payment and collection of this charge shall be in accordance with the terms providing for payment and collection of Assessments in the Bylaws.

(5) No Unit Owner shall make or permit any disturbing noises by himself, his family, servants, employees, agents, visitors, and lessees, nor do or permit anything by such persons that will interfere with the rights, comforts or convenience of the Unit Owners. No Unit Owner shall play upon or suffer to be played upon any musical instrument, or operate or suffer to be operated, a phonograph, television, radio or sound amplifier in his Unit, in such manner as to disturb or annoy other occupants of the Condominium. No Unit Owner shall conduct or permit to be conducted, vocal or instrumental instruction at any time.

(6) Nothing shall be done to any Unit or on or in the Common Elements which will impair the structural integrity of any Building or which will structurally change the Building.

(7) The Board may retain a pass-key to all Units. No Unit Owner or occupant shall alter any lock or install a new lock, without the written consent of the Board. Where such consent is given, the Unit Owner shall pro-

vide the Board with an additional key for the use of the Association and the Board, pursuant to its right of access.

(8) No industry, business, trade, occupation or profession of any kind may be conducted, maintained or permitted on any part of the Condominium Property.

(9) All valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction over the Condominium Property shall be observed.

(10) Draperies, blinds or curtains showing solid white colors or linings to the exterior must be installed by the Unit Owner on all windows of each Unit and must be maintained in said windows at all times.

(11) The Common Elements comprising the recreational facilities may be used for general recreational purposes by Unit Owners, their families, tenants and their guests. All persons using said facilities will abide by the Rules as established from time to time by the Board.

(12) No Unit shall be either rented for transient or hotel purposes or without the prior written approval of the Board for any period less than one month. Any Unit Owner other than Developer who leases a Unit shall, promptly following the execution of any such lease, forward a conformed copy thereof to the Board. Any such lease shall contain a provision to the effect that the rights of the tenant to use and occupancy of the Unit shall be subject and subordinate in all respects to the provisions of the Declaration and these Bylaws and to such Rules relating to the use of the Common Elements, or other "House Rules", as the Board may from time to time promulgate. In lieu of forwarding a conformed copy of the lease to the Board as hereinabove provided, any Unit Owner, other than the Developer, who leases his Unit may certify that such

lease contains the provisions described in this paragraph. Any Unit Owner of any Unit other than the Developer who shall lease his Unit in violation of this Subsection shall forfeit his right to the use of the recreational facilities in the Condominium until the violation is cured. Developer shall have the right to rent unsold Units provided such rental is for periods of 30-days or more.

(13) No boats, trailers, trucks, motorcycles, recreational vehicles, commercial trucks or vans, except delivery trucks in the course of making deliveries or temporarily servicing the Condominium Property, shall be permitted to park or be stored on any portion of the Condominium Property except as expressly authorized in writing by the Board. No automobile or other motor vehicle, including but not limited to motorbikes and motorcycles, shall be parked on or about the Common Elements unless it has both a current vehicle license tag displayed and, if applicable, the appropriate inspection certificate or sticker displayed, all conforming to the laws of the State in which the vehicle is registered. No motor vehicle shall be repaired or disassembled on the Common Elements without the prior written consent of the Board.

(14) Bedrooms located on the second floor of all three-bedroom townhouse-type Units which extend over another Unit located on the lower level must be and remain fully padded and carpeted; except for lower level Units, all garden-type Units must be and remain fully padded and carpeted throughout with the exception of kitchens and bathrooms.

ARTICLE IX

Unit Owners' Association

A. Formation. Developer has formed, for the purpose

of administering the Condominium Property, a non-profit Florida corporation to be called "The Jamestown of Indian Harbor Beach Homeowners Association, Inc., which corporation consists of an organization of all of the Unit Owners of Units in the Condominium Property.

(Each Unit Owner upon acquisition of title to a Unit automatically becomes a member of the Association; such membership terminates upon the sale or other disposition by such Unit Owner of his Unit, at which time the new owner of such Unit shall automatically become a member of the Association.)

B. Voting Rights. One vote may be cast with respect to each residential Unit on each matter properly submitted to the members for vote, except that Developer hereby retains the right to appoint the members of the Board as provided in Section 7, Article II, Bylaws. All quorums and percentages of votes required by an Association meeting shall be based upon a residential Unit basis and not upon any percentage of interest in the Common Elements. A true copy of the Bylaws of the Association is attached hereto as Exhibit "O".

C. Service of Process. Until such time as the president of the Association is elected, the person to receive service of process for the Association shall be the statutory agent of the Florida non-profit corporation which serves as the Association, the agent presently being _____
Hubert C. Normile, Jr. Thereafter, the president of the Association shall be the person designated to receive service of process for the Association, and such person shall likewise serve as statutory agent for the Association.

ARTICLE X

Common Expenses & Assessments

A. Determination by Board. As provided elsewhere herein, the Board shall determine all matters relating to administration, maintenance, repair and replacement of the Common Areas and Facilities and also all matters relating to the Common Expenses.

B. Common Charges.

(1) Each Unit Owner shall pay to the Board a monthly sum

(here and elsewhere sometimes referred to as "Common Charges") equal to one-twelfth of the Unit Owner's proportionate share of the sum required or established by the Board to meet the annual Common Expenses and, if imposed by the Board, to establish the operating and/or capital improvement or replacement reserves.

(2) The Board shall determine the amount of the Common Charges annually, but may do so at more frequent intervals should circumstances so require.

(3) The Board shall make reasonable efforts to estimate and establish the amount of the Common Charges payable by each Unit Owner for each assessment period as provided in Section G of this Article and shall at that time, prepare a list of the Unit Owners and Common Charges applicable to the Units which shall be kept in the office of the Board and shall be open to inspection by any Unit Owner upon reasonable notice to the Board. Written notice of the Common Charges shall be sent to each Unit Owner with the annual budget. The omission of the Board before the expiration of any assessment period to establish Common Charges for the next assessment period shall not be deemed a waiver or modification of the provisions of this Section, or a release of any Unit Owner from the obligation to pay the Common Charges or any installment thereof for that or any subsequent assessment period. The Common Charges fixed for the preceding period shall continue in full force and effect until the new Common Charges are established. No Unit Owner may gain exemption from liability for the Common Charges or any Special Assessments by a waiver of the use or enjoyment of any of the Common Elements or by abandonment of any Condominium Unit.

C. Special Assessments. In addition to the Common Charges authorized above, the Board may levy in any year a Special Assessment or Assessments, applicable to that year only for the purpose of defraying in whole or in part, the cost of any construction, reconstruction, improvement, unexpected repair or replacement of any capital improvement located on or in the Condominium Property, including the necessary fixtures

and personal property related thereto, or for such other purposes as the Board may consider necessary or appropriate.

D. Additional Assessments. In the event that the Board decides that additional monies (referred to as the "Additional Assessments") are required in addition to Common Charges and/or Special Assessments levied in any one year, the Board shall give the Unit Owners at least 30-days written notice of the total monies required, allocating said amounts among the Unit Owners, together with the time for payment of said proportionate amounts which may be at one time or in installments, as the Board decides. Provided, however, that if Unit Owners representing 40% of the votes of the Association object in writing to the additional assessments within 15-days after mailing of such notice, the Board shall call a special meeting of the Unit Owners for the purpose of obtaining approval of the Additional Assessments, at which meeting the additional assessments of the Board to be approved must receive a vote of 60% of the number of votes represented and entitled to vote at such meeting.

E. Reserve for Replacements. The Board may establish and maintain a reserve fund for the repair, restoration or replacement of capital improvements by the allocation and payment monthly to such reserve fund of any portion of the Common Charges or Special Assessments designated from time to time by the Board, which shall not exceed 10% of the aggregate Common Charges and Special Assessments in any year. Such reserve funds shall be deposited in a special account with a lending institution, the accounts of which are insured by an agency of the United States of America or may, in the discretion of the Board be invested in obligations of, or obligations fully guaranteed as to principal by, the United States of America. The reserve for replacements may be expended only for the purpose of effecting the repair, restoration, replacement or improvement of the Common Elements together with fixtures or equipment associated therewith or for

Special Assessment

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contingencies of a non-recurring nature. The amounts allocated to the replacement reserve may be reduced or eliminated, by appropriate resolutions of the Board, upon the accumulation in such replacement reserve of a sum equal to 20% of the full replacement value of the Common Elements as such full replacement value is annually determined by the Board for casualty insurance purposes. The proportionate interest of any Unit Owner in any replacement reserve shall be considered an appurtenance of his Unit and shall not be separately withdrawn, assigned or transferred or otherwise separated from the Unit to which it appertains and shall be deemed to be transferred with such Unit.

F. Common Expenses Payable by the Developer. Until the sale of the first Unit in the Condominium, Developer shall be solely responsible for all Common Expenses. Following the first closing, the Unit Owner to whom title shall have been vested shall be responsible for his proportionate share of Common Expenses based on his percentage interest in the Common Elements, and the Developer shall pay Common Expenses for unsold Units.

G. Initial Assessment. ~~When the initial Board, elected or designated pursuant to these Bylaws, takes office, it shall determine the budget as defined in this Section for the period commencing 30 days after their election or designation and ending on the last day of the fiscal year in which their election or designation occurs. Assessments shall be levied against the Unit Owners during said period as provided in this Article. The Board will levy an "initial assessment" against the initial purchaser at the time he settles on his purchase contract. Such initial assessment shall be in an amount equal to two months regular assessments, and shall be utilized for commencing the business of the Association and providing the necessary working fund for it. In addition to the foregoing initial assessment, the Board will levy against the initial purchaser at the time he settles on his purchase contract, an~~ *of \$100 (per unit) as part of the income for and exp.*

Assessment in an amount equal to one monthly annual assessment payment plus part of one monthly annual assessment payment, prorated from the date of settlement to the end of the calendar month in which the settlement occurs. The initial assessment and other assessments herein provided shall be paid by each subsequent purchaser of a Unit; no Unit Owner shall be entitled to reimbursement from the Association for payment of the initial assessment. Developer shall not be liable to pay any initial assessment.

H. Common Expense Benefiting less than all Units. Any Common Expenses benefiting less than all of the Units or caused by the conduct of all those entitled to occupy the same or by their licensees or invitees shall be specially assessed against the Unit or Units involved, in accordance with such reasonable provisions as may be made by the Board for such cases.

I. Effect of Nonpayment of Common Expenses; Remedies of the Association.

(1) Any Common Charge or Assessment levied pursuant to the Declaration or these Bylaws, or any installment thereof, which is not paid on the date when due shall be delinquent and shall, together with interest thereon and the cost of collection thereof, as hereinafter provided, thereupon become a lien upon the Condominium Unit belonging to the Unit Owner against whom such assessment is levied and shall bind such Condominium Unit in the hands of the then Owner, his heirs, devisees, personal representatives, successors and assigns. The lien may be perfected as provided by law. The personal liability and responsibility of the Unit Owner to pay such Common Charge or Assessment shall, however, remain his personal legal obligation, and the Board may maintain actions at law to recover sums due, or for damages associated therewith, or in equity for injunctive or such other relief as is available.

(2) Any Common Charge or Assessment levied pursuant to the Declaration or these Bylaws, or any installment thereof, which is not paid within 10-days after it is due shall bear interest

from the date due at a rate fixed by the Board but in no event more than the maximum permitted legal rate, and the Board may bring an action at law against the Unit Owner personally obligated to pay the same, and/or foreclose the lien against the Unit then belonging to said Unit Owner, in either of which events interest, costs and reasonable attorney's fees of not less than 25% of the sum claimed, to the extent permitted by law, shall be added to the amount of each Common Charge or Assessment. The Board shall notify the holder of any mortgage on any Unit for which any Assessment levied pursuant to these By-Laws becomes delinquent for a period in excess of 30 days and in any other case where the Unit Owner of such Unit is in default with respect to the performance of any other obligation hereunder for a period in excess of 30 days. So long as any Unit Owner is delinquent in the payment of any Common Charge or Special Assessment the Unit Owner and any member of his or her family or other persons using the Unit may be prohibited from using the Condominium recreational facilities.

I. (3) The Common Charges or Assessments shall be levied against each unit on an annual basis at the beginning of each year and shall be payable in monthly installments. If any Unit Owner shall be in default in the payment of an installment of the Common Charges or Assessments, the Board may accelerate the remaining installments upon written notice to the Unit Owner, and the then unpaid balance of the Common Charges or Assessments for the current year shall come due upon the date stated in the notice, but not less than 5 days after delivery of the notice to the Unit Owner, or 10 days after the mailing of such notice to him by registered or certified mail, whichever shall first occur.

J. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any existing first mortgage on such applicable Unit at the time the lien is perfected. Sale or transfer of any Unit (except to a mortgagee) shall not affect the assessment lien.

K. Preparation and Approval of Budget. Each year on or before the first day of the fiscal year, the Board shall adopt a budget for the Condominium containing an estimate of the

total amount which it considers necessary to pay the cost of utility services, maintenance, management, operation, repair and replacement of the Common Elements and those parts of the Units as to which the Board has all powers and responsibility with regard to maintenance, repair, renovation, restoration and replacement, and the cost of wages, materials, insurance premiums, services, supplies and other expenses that may be declared to be Common Expenses by Chapter 718, these By-Laws, the Declaration, or a resolution of the Association, and which will be required during the ensuing fiscal year for the administration, operation, maintenance and repair of the Condominium and the rendering to the Unit Owners of all related services.

The Board shall send to each Unit Owner a copy of the budget, in a reasonable itemized form which sets forth the amount of the Common Expenses payable by each Unit Owner, at least 10 days prior to the beginning of the fiscal year to which the budget applies. The said budget shall constitute the basis for determining each Unit Owner's contribution for the Common Expenses of the Condominium.

L. Books and Records of Association. The Board shall keep correct and complete books and records of account and the same shall be open for inspection by any Unit Owner or any representative of any Unit Owner duly authorized in writing, at reasonable times and upon request by Unit Owner. All books and records of the Association shall be audited at least once a year by an independent auditor.

M. Division of Common Surplus and Common Expenses. The Common Surplus of the Condominium Property shall be allocated among, and the Common Expenses shall be assessed against, the Unit Owners by the Association according to the percentages of interest in the Common Elements of the respective Units. The Common Surplus shall not be distributed to the Unit Owners by the Association without the prior approval of the Board of Directors. Every Unit Owner shall pay his proportionate share of Assessments levied against him, and no Unit Owner shall exempt himself from liability for such Assessments by waiver of the use or enjoyment of the Common Elements or by the abandonment of his Unit.

N. Lien of Association. The Association shall have a lien upon each Condominium Parcel for any unpaid Assessments with interest and reasonable attorney's fees incurred incident to the collection of the Assessment or the enforcement of the lien. In addition, each Unit Owner shall be personally liable for all Assessments chargeable against such Unit during the period he has an ownership interest therein, and any Assessment not paid within ten days after the same shall become due and payable shall bear interest at the rate established by the Board, within the maximum rates allowed by law, until such time as the same is paid in full.

O. Liability for Assessments Upon Voluntary Conveyance. Upon transfer of a Unit, or any interest thereof, the grantee (except a mortgagee as provided in Section P below) of the Unit or any interest therein becomes jointly and severally liable with the grantor for all unpaid Assessments levied by the Association against such Unit Owner prior to the time of the grant or conveyance, without prejudice to the grantee's right to recover from the grantor the amounts paid by the grantee therefor. However, such prospective grantee shall, upon written request, be entitled to a statement from the Board setting forth the amount of all unpaid Assessments due the Association with respect to the Unit to be conveyed, and such grantee shall not be liable for, nor shall the Unit conveyed be subject to a lien for, any unpaid Assessments which became due prior to the date of the making of such request if the same were not set forth in such statement.

P. Mortgagee Liability for Assessments. Except as provided by controlling law, any first mortgagee which obtains title to a Unit pursuant to the remedies provided in the mortgage or deed of trust or through foreclosure of such mortgage or deed (assignment) in lieu of foreclosure, shall take the Unit free of any claims for unpaid Assessments or Common Charges against the mortgaged Unit which accrue prior to the acquisition of title to such Unit by the mortgagee.

ARTICLE XI

Easements

The following easements, rights and licenses are applicable to the Condominium Property:

A. Encroachments. If (a) any portion of the Common or Limited Common Elements encroaches upon any Unit; (b) any Unit encroaches upon any other Unit or upon any portion of the Common or Limited Common Elements; or (c) any encroachment shall hereafter occur as a result of (i) construction of a Building; (ii) settling or shifting of a Building; (iii) any alteration or repair to the Common or Limited Common Elements made by or with the consent of the Board or made by a Unit Owner in accordance with this Declaration or the Bylaws; (iv) any repair or restoration of a Building (or any portion thereof), any Unit, or Common or Limited Common Elements after damage by fire or other casualty or any taking by condemnation or eminent domain proceedings of all or any portion of any Unit or the Common or Limited Elements, then; in any such event, a valid easement exists for such encroachment and for the maintenance of the same so long as the Building or Unit shall stand.

B. Support. Each Unit has an easement of support and of necessity and is subject to an easement of support and necessity in favor of all other Units and the Common or Limited Common Elements.

C. Utilities. There is hereby granted a blanket easement in favor of the Association, upon, across, over and under all of the Condominium Property for ingress, egress, installation, replacing, repairing, and maintaining any pipes, wires, ducts, conduits, master television antenna system, cable television system, public utility lines or structural components through the walls of the Units. No sewers, electrical lines, water lines, or other utilities may be installed or relocated on the Condominium Property except as initially programmed and approved by the Developer

or hereafter approved by the Board. Should any utility company furnishing a service covered by the general easement herein provided request a specific easement by separate recordable document, the Association by its Board has the right to grant such easement on said property without conflicting with the terms hereof. The easements provided for in this Article shall in no way affect any other recorded easement on the Condominium Property.

D. Ingress and Egress. Every Unit Owner and his invitees has a right of reasonable ingress and egress to his Unit over and through the Common Elements. Each Unit and Unit Owner has an easement over present roads (whether Common Elements or not) for direct exit to State Road 1A or Palm Springs Boulevard, public highways.

E. Pipes, Wires and Other Common Elements Inside of Units. Each Unit has an easement in common with all other Units to use, maintain, repair, alter and replace all pipes, wires, ducts, vents, cables, conduits, public utility lines and all other Common or Limited Common Elements located in any of the other Units or elsewhere on the Condominium Property and serving such Unit. Each Unit shall be subject to an easement in favor of all Units to use, maintain, repair, alter and replace the pipes, wires, ducts, vents, cables, conduits, public utility lines and all other Common or Limited Common Elements located in such Unit or elsewhere on the Condominium Property and serving other Units. The Board has a right of access to each Unit to inspect the same, to remove violations therefrom and to maintain, repair or replace the Common or Limited Common Elements contained therein or elsewhere in the Condominium Property; provided such right of access may be exercised only during reasonable hours with the prior consent of the Unit Owner affected by the exercise of such easement.

F. Other. There is hereby granted a blanket easement to the Association, and to any appropriate political subdi-

vision and its lawful agents, to enter upon the Condominium Property or any part thereof (including Units) for the purpose of maintaining the safety, health, and welfare of all persons using the same and for repair and maintenance of the Elements. Except in the event of emergencies, the rights accompanying the easements provided for in this subsection shall be exercised only during reasonable hours with prior notice to the Unit Owner affected by the exercise of such easement. Without limiting the generality of the foregoing, said easements shall include the ingress and egress for police and fire protection, public and school bus service, and trash and refuse collection.

G. Developer. Developer has an easement to erect, maintain, repair and replace, from time to time, one or more signs on the Condominium Property for the purpose of advertising the sale or leasing of Units.

ARTICLE XII

Compliance and Liability for Negligence

Each Unit Owner shall be governed by and comply with the terms of the Declaration, Articles, the Bylaws, and any Rules adopted by the Association, and all of such documents, as they may be amended from time to time.

Each Unit Owner is liable for the expense of any maintenance, repair or replacement rendered necessary by his negligence or by that of any member of his family or his or their guests, employees, agents or lessees, but only to the extent that expense is not met by the proceeds of insurance carried by the Association.

If any Unit Owner fails to maintain or repair any part of his Unit or the Limited Common Elements required to be maintained and repaired by such Unit Owner, or if a Unit Owner becomes liable for maintenance, repair or replacement due to negligent conduct as provided in the foregoing paragraph, and if such maintenance or repair is necessary, in the

sole discretion of the Board, to protect the Common Elements, or any other portion of the Condominium Property, and such failure of the Unit Owner to maintain or repair continues for a reasonable time after written notice of the necessity of such maintenance or repair has been delivered by the Board to the Unit Owner, the Board may levy a special assessment against such Unit Owner for the cost of said maintenance or repair and cause such repairs or maintenance to be made. Such special assessment shall be subject to the lien provisions of Section N, Article X, Declaration.

ARTICLE XIII

Amendment of Declaration

A. Until Developer has relinquished control of the Association as provided in Section 7, Article II, Bylaws, this Declaration can be and may be amended only by Developer with the consent of Continental Illinois National Bank and Trust Company of Chicago ("Continental") or by the Unit Owners with Developer's and Continental's consent.

B. Subject to the provisions of the previous subsection of this Article XIII, an amendment to this Declaration may be adopted at a meeting of the Unit Owners, held for such purpose, by the affirmative vote of the Unit Owners exercising not less than 66-2/3% of the voting power of all Unit Owners, or without a meeting by a writing signed by at least 85% of all of the voting power of all Unit Owners.

C. A certificate setting forth an amendment to this Declaration by the Developer shall be executed by duly authorized officers of Developer in the same manner as was this Declaration. A certificate setting forth any amendment to the Declaration by the Unit Owners and the manner of its adoption shall be executed by the president or a vice president and by the secretary or an assistant secretary of the Association in the manner provided for the execution of deeds, and, if Developer's consent is necessary, by duly authorized officers

of Developer in the same manner as was this Declaration. Such certificate shall be filed as provided by Florida law, and such amendment shall be effective as an amendment to the Declaration or By-Laws, or both, as the case may be, as of the time it is recorded.

ARTICLE XIV

Mortgages

A. Notice to Board. A Unit Owner who mortgages his Unit shall notify the Board of the name and address of his mortgagee and shall file a conformed copy of the note and mortgage with the Board.

B. Notice of Unpaid Assessments for Common Expenses. The Board, whenever so requested in writing by a mortgagee of a Unit, shall promptly report any then unpaid Assessments for Common Expenses due from, or any other default by, the Unit Owner of the mortgaged Unit.

C. Right to Examine Books and Records. First mortgagees or holders of notes secured by first mortgages encumbering any Unit in the Condominium shall have the right to examine the books and records of the Association or the Condominium during regular and normal business hours after reasonable notice.

D. Notice to the Federal Home Loan Mortgage Corporation. If any Units are financed through the Federal Home Loan Mortgage Corporation, the Board shall give written notice to the Federal Home Loan Mortgage Corporation, or to the mortgagee servicing a loan on behalf of the Federal Home Loan Mortgage Corporation, of any loss to or taking of the Common Elements of the Condominium if such loss or taking exceeds \$10,000.

E. Notice of Default. The Board, when giving notice to a Unit Owner of a default in paying an Assessment for Common Expenses or any other default, and if such default is not cured within 60-days, shall send a copy of such notice to each holder of a mortgage covering such Unit Owner's Unit whose name and address has theretofore been furnished to the Board.

F. Approval by Mortgagees. Unless at least 66-2/3% of the first mortgagees (based upon one vote for each first Unit mortgage owned) of Units have given their prior written approval, the Association shall not be entitled to:

(1) By act or omission, seek to abandon or terminate the Condominium;

(2) Change the pro rata interest or obligations of any Unit for purposes of (i) levying Assessments or Common Charges or allocating distributions of hazard insurance proceeds or condemnation awards or (ii) determining the pro rata share of ownership of each Unit in Common Elements;

(3) Partition or subdivide any Unit;

(4) By act or omission, seek to abandon, partition, subdivide, encumber, sell or transfer the Common Elements. (The granting of easements for public purposes consistent with the intended use of the Common Elements by the Condominium shall not be deemed a transfer within the meaning of this clause);

(5) Use hazard insurance proceeds for losses to any Condominium Property (whether to Units or to Common Elements) for other than the repair, replacement or reconstruction of such Condominium Property, except as provided by statute in case of substantial loss to the Units and/or Common Elements of the Condominium.

G. Management of the Condominium. In addition to any required approval by the Unit Owners, the prior written approval of 60% in amount of institutional holders of first mortgage liens on Units in the Condominium is required to effectuate any decision by the Association to terminate professional management and assume self-management of the Condominium.

H. Partition or Subdivisions of Units. No Unit may be partitioned or subdivided or otherwise modified unless the record owner of the unit and the record owner of liens of the units

so affected shall have approved the amendment as provided for in Florida

Statute 718.110.

I. Annual Audited Financial Statements and Notice of all Meetings. First mortgagees or holders of notes secured by first mortgages encumbering any Unit shall be entitled, upon request, to receive an annual audited financial statement of the Condominium within 90-days following the end of any fiscal year of the Association and to receive written notice of all meetings of the Association and, further, shall be permitted to designate a representative to attend all such meetings.

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J. Substantial Damage to or Destruction of any Unit or any Part of the Common Elements. In the event of substantial damage to or destruction of any Unit or any part of the Common Elements, the institutional holder of any first mortgage encumbering a Unit will be entitled to timely written notice of any such damage or destruction.

K. Condemnation or Eminent Domain Proceedings. If any Unit, or portion thereof, or the Common Elements, or any portion thereof, is made the subject matter of any condemnation or eminent domain proceedings, or is otherwise sought to be acquired by the condemning authority, then the institutional holder of any first mortgage lien encumbering a Unit will be entitled to timely written notice from the Board of any such proceedings or proposed acquisition.

ARTICLE XV

PROVISIONS RELATING TO SALE OR RENTAL OR OTHER ALIENATION OR MORTGAGING OF CONDOMINIUM UNITS

A. Sale or Rental of Units - Association to Have First Right of Refusal. In the event any Unit Owner wishes to sell, rent or lease his Unit, the Association, shall have the option to purchase, rent or lease said Unit, upon the same conditions as are offered by the Unit Owner to a third person. Any attempt to sell, rent or lease said Unit without prior offer to the Association shall be deemed a breach of this Declaration and shall be wholly null and void, and shall confer no title or

interest whatsoever upon the intended purchaser, tenant or lessee.

Should a Unit Owner wish to sell, lease or rent his Condominium Parcel, he shall, before accepting any offer to purchase, sell or lease, or rent, his Condominium Parcel, deliver to the Board or such committee designated by the Board a written notice containing the terms of the offer he has received or which he wishes to accept, the name and address of the person(s) to whom the proposed sale, lease or transfer is to be made, two bank references and three individual references--local, if possible, and a completed application form, and such other information (to be requested within five days from receipt of such notice) as may be required by the Board. Applicant(s) shall be required to present themselves for an interview before the Board at such time and place as said Board determines if so requested by the Board. The Board is authorized to waive any or all of the foregoing.

The Board, within ten days after receiving such notice and such supplemental information as is required by the Board, shall either consent to the transaction specified in said notice, or by written notice to be delivered to the Unit Owner's Unit (or mailed to the place designated by the Unit Owner in his notice), designate the Association or any other person(s) satisfactory to the Board who are willing to purchase, lease or rent, upon the same terms as those specified in the Unit Owner's notice, or object to the sale, leasing or renting to the prospective purchaser, tenant or lessee, for good cause, which cause need not be set forth in the notice from the Board to the Unit Owner. However, the Association shall not unreasonably withhold its consent to the prospective sale, rental or lease.

The stated designee of the Board shall have 14 days from the date of the notice sent by the Board within which to make a binding offer to buy, lease or rent, upon the same terms and conditions specified in the Unit Owner's notice. Thereupon, the Unit Owner shall either accept such offer or withdraw and

or reject the offer specified in his notice to the Board. Failure of the Board to designate such person(s), or failure of such person(s) to make such offer within the said 14-day period, or failure of the Board to object for good cause, shall be deemed consent by the Board to the transaction specified in the Unit Owner's notice, and the Unit Owner shall be free to make or accept the offer specified in his notice and sell, lease or rent said interest pursuant thereto, to the prospective purchaser or tenant named therein, within 90 days after his notice was given.

The consent of the Board shall be in recordable form, signed by two officers of the Association, and shall be delivered to the purchaser or lessee. Should the Board fail to act, as herein set forth, and within the time provided herein, the Board shall, nevertheless, thereafter prepare and deliver its written approval, in recordable form as aforesaid, and no conveyance of title or interest whatsoever shall be deemed valid without the consent of the Board as herein set forth.

The sub-leasing or sub-renting of a Unit Owner's interest shall be subject to the same limitations as are applicable to the leasing or renting thereof. The Association shall have the right to require that a substantially uniform form of lease or sub-lease be used, or in the alternative the Board's approval of the lease or sub-lease form to be used shall be required. After approval, as herein set forth, Units may be rented provided the occupancy is only by the lessee, his family and guests. No individual rooms may be rented and no transient tenants may be accommodated.

Where a corporate entity is the owner of a Unit, it may designate the occupants of the Units as it desires and for such period of time as it desires, without compliance with the provisions of Section A of this Article XV. The foregoing shall not be deemed an assignment or sub-leasing of a Unit.

The phrase "sell, lease or rent" as used in this Article, in addition to its general meaning and definition, includes

transfers of Unit Owner's interests in Units by gifts or devise.

B. Rights of Mortgagees. Any right of first refusal contained in Section A of this Article shall not impair the rights of a first mortgagee to:

- (1) foreclose or take title to a Unit pursuant to the remedies provided in the mortgage or deed of trust,
- (2) accept a deed (or assignment) in lieu of foreclosure in the event of default by the mortgagor, or
- (3) interfere with a subsequent sale or lease of a Unit so acquired by the mortgagee.

C. Exclusions from Right of First Refusal. Section A of this Article shall not apply to transfers by a Unit Owner to any member of his immediate family (viz. - spouse, children or parents).

In the event a Unit Owner dies and his Unit is conveyed or bequeathed to some person other than his spouse, children or parents, or if some other person is designated by the decedent's legal representative to receive the ownership of the Unit, or if, under the laws of descent and distribution of the State of Florida, the Unit descends to some person or persons other than the decedent's spouse, children or parents, the Board may, within 30-days of proper evidence or rightful designation served upon the President or any other officer of the Association, or within 30-days from the date the Association is placed on actual notice of the said devisee or descendant, express its refusal or acceptance of the individual or individuals so designated as the owner of the Condominium Parcel.

If the Board shall consent, ownership of the Condominium Parcel may be transferred to the person or persons so designated who shall, thereupon, become the owner(s) of the Condominium Parcel, subject to the provisions of the Declaration.

If, however, the Board shall refuse to consent, then the Association shall be given an opportunity during 30-days next after said last above mentioned 30-days, within which to purchase or to furnish a purchaser for cash, the said Condominium

Parcel, at the then fair market value thereof. Should the parties fail to agree on the value of such Condominium Parcel, the same shall be determined by an Appraiser appointed by the Senior Judge of the Circuit Court in and for the area wherein the Condominium is located, upon ten days' notice, on the petition of any party in interest. The expense of appraisal shall be paid by the said designated person or persons, or the legal representative of the deceased owner, out of the amount realized from the sale of such Condominium Parcel. In the event the Association does not exercise the privilege of purchasing or furnishing a purchaser for said Condominium Parcel within such period and upon such terms, the person or persons so designated may then, and only in such event, take title to the Condominium Parcel; or, such person or persons, or the legal representative of the deceased owner, may sell the said Condominium Parcel, and such sale shall be subject in all other respects to the provisions of this Declaration.

D. Exclusion from Right of First Refusal to Developer. The provisions of this Article shall be inapplicable to Developer. Developer is irrevocably empowered to sell, lease or rent Units to any purchaser or lessee approved by Developer.

ARTICLE XVI

INSURANCE

A. Authority to Purchase; Named Insured. All insurance policies covering the Condominium Property shall be purchased by the Board on behalf of the Association. The named insured shall be the Association individually and as agent for the Unit Owners, without naming them, as agent for their mortgagees, and all persons lawfully in possession or control of any part of the Condominium Property. Provision shall be made for the issuance of mortgagee endorsements and memoranda of insurance to the mortgagees of Unit Owners.

B. Requirements of Policies. The Board on behalf of the Association shall obtain and maintain in effect insurance, as

set forth herein, against liability for personal injury or property damage arising from or related to the Common Elements and shall also obtain for the benefit of those entities or parties stated in Section A to this Article fire and extended coverage insurance on all Buildings and structures of the Condominium Property.

Such insurance shall be governed by the following provisions:

(a) The Board shall be required to obtain a single master policy covering physical damage for the entire Condominium Property under which the insurance company will issue to each Unit Owner a certificate or sub-policy specifying the portion of the master policy allocated to each Unit Owner's Unit and his undivided interest in the Common Elements.

(b) In addition, the Board shall be required to secure a master policy covering physical damage that will provide the following:

(1) the insurer waives its rights of subrogation to any claims against the Developer, the Board, the managing agent, the Unit Owners and their respective agents, employees, guests, and the members of their households;

(2) the master policy on the Condominium Property cannot be cancelled, invalidated, or suspended on account of the conduct of any member of the Board, officer or employee of the Board or the managing agent, without a prior demand in writing that the Board or the managing agent cure the defect;

(3) any "no other insurance" clause contained in the master policy shall expressly exclude individual Unit Owners' policies from its operation;

(4) until the expiration of 30-days after the insurer gives notice in writing to the mortgages of any Unit, the mortgagee's insurance coverage will not

be affected or jeopardized by any act or conduct of the Unit Owner of such Unit, the other Unit Owners, the Board, or any of their agents, employees or household members, nor cancelled for nonpayment of premiums.

(5) the master policy may not be cancelled or substantially modified without at least 30-days' prior written notice to the Board and all mortgagees of Units;

(6) the net proceeds of such policies, if less than \$25,000 shall be payable to the Board, and if more than \$25,000 shall be payable to the Insurance Trustee designated in Section E of this Article;

(7) the master policy shall contain a standard mortgage clause in favor of each mortgagee of a Unit to the extent of the portion of the coverage of the master policy allocated to such Unit, which shall provide that the loss, if any, thereunder shall be payable to such mortgagee and the Unit Owner as their interests may appear, subject, however, to the loss payment and adjustment provisions in favor of the Board and the Insurance Trustee contained in Sections E and F of this Article XVI.

(c) All policies of insurance shall be written with a company licensed to do business in the State of Florida and holding a rating of "AAA" or better by Best's Insurance Reports.

(d) In no event shall the insurance coverage obtained and maintained by the Board hereunder be brought into contribution with insurance purchased by individual Unit Owners or their mortgagees.

(e) Each Unit Owner shall be required to notify the Board of all improvements made by the Unit Owner to his Unit, the value of which is in excess of \$1,000.

(f) Any Unit Owner who obtains individual insurance policies covering any portion of the Condominium Property,

other than personal property belonging to such Unit Owner, shall be required to file a copy of such individual policy or policies with the Board within 30-days after the purchase of such insurance. Such Unit Owner shall also promptly notify, in writing, the Board in the event such policy is cancelled.

C. Insurance Coverage.

(1) The Board is required to the extent available to obtain and maintain the following insurance:

(a) Fire with extended coverage, vandalism, malicious mischief and windstorm endorsements, insuring the entire Condominium Property including all of the Units and bathroom and kitchen fixtures, cabinets, wall-to-wall carpeting and appliances presently installed therein and all replacements thereof, but not including furniture, furnishings, or other personal property supplied or installed by Unit Owners, and covering the interests of the Board and all Unit Owners and their mortgagees, as their interests may appear, in the amount equal to the maximum insurable replacement value of the property or as otherwise required by Florida law.

(b) Workmen's Compensation insurance if and to the extent necessary to meet the requirements of law;

(c) Such other insurance as the Board may determine.

(2) The Board is also required to obtain and maintain to the extent obtainable public liability and property damage insurance in such limits as the Board may from time to time determine, insuring the Developer, each member of the Board, the managing agent, and each Unit Owner against liability to the public or to the Unit Owners (and their invitees, agents and employees arising out of, or incident to, the ownership and/or use of the Common Elements). Said insurance shall be issued on a comprehensive liability basis and shall

contain a cross liability endorsement under which the rights of a named insured under the policy shall not be prejudiced with respect to his action against another named insured. The Board shall review such limits once a year, but in no event shall such insurance be less than \$1,000,000 with respect to any one accident or occurrence and \$1,000,000 with respect to any claim for property damage. It is the responsibility of each Unit Owner to obtain, at his own expense, liability insurance with respect to his ownership and/or use of his Unit, and the Board not being responsible for obtaining such insurance.

(3) A duplicate original of the master policy of physical damage insurance, all renewals thereof, and all sub-policies or certificates issued thereunder, together with proof of payment of premiums, shall be delivered to all mortgagees of Units at least 30-days prior to expiration of the then current policies. Prior to obtaining any policy of fire insurance or any renewal thereof, the Board shall obtain an appraisal from an insurance company, or such other source as the Board may determine, of the full replacement value of the property, without deduction for depreciation for the purpose of determining the amount of physical damage insurance to be effected pursuant to this Section.

D. Separate Insurance. Each Unit Owner has the right, at his own expense, to obtain additional insurance for his own Unit and for his own benefit and to obtain insurance coverage upon his personal property and for his personal liability, provided that no Unit Owner shall be entitled to exercise his right to acquire or maintain such additional insurance coverage so as to decrease the amount which the Board, on behalf of all Unit Owners, may realize under any insurance policy which it may have in force on the Condominium Property at any particular time or to cause any insurance coverage maintained by the Board to be brought into contribution with such additional insurance

coverage obtained by the Unit Owner. All such additional policies shall contain waivers of subrogation.

E. Insurance Trustee.

(a) The Board shall have the right to designate any bank, trust company, management agent, savings and loan association, building loan association, insurance company, or any institutional lender, or the Association, as the Insurance Trustee, and all parties beneficially interested in such insurance coverage shall be bound thereby. The Insurance Trustee at the time of the deposit of such policies and endorsements shall acknowledge that the policies and any proceeds therefrom will be held in accordance with the terms of this Declaration.

(b) The Insurance Trustee shall not be liable for the payment of premiums, the renewal of the policies, the sufficiency of coverage, the form or content of the policies, the correctness of any amounts received by it on account of the proceeds of any insurance policies, nor for the failure to collect any insurance proceeds. The sole duty of the Insurance Trustee shall be to receive such proceeds as are paid to it and to hold the same in trust for the purposes elsewhere stated in these Bylaws, for the benefit of the Unit Owners and their respective mortgagees.

F. Premiums. Premiums upon insurance policies purchased by the Board shall be paid by the Association as a Common Expense.

G. Distribution of Proceeds. Proceeds of insurance policies received by the Association shall be distributed to or for the benefit of the beneficial Unit Owners in the following manner:

(1) Expense of the Association. All expenses of the Association or Board shall be paid first or provisions made for such payment.

(2) Reconstruction or Repair. If the damage for which the proceeds are paid is to be repaired or reconstructed, the

remaining proceeds shall be paid to defray the cost of such as elsewhere provided. Any proceeds remaining after defraying such costs shall be distributed to the beneficial Unit Owners involved in the claim and their mortgagees, remittances to Unit Owners and their mortgagees being payable jointly to them as their interests may appear. This provision is a covenant for the benefit of any mortgagee of any Unit and may be enforced by such mortgagee.

(3) Failure to Reconstruct or Repair. If it is determined in the manner elsewhere provided that the damage for which proceeds are paid shall not be repaired or reconstructed, the remaining proceeds shall be distributed to the beneficial Unit Owners involved in the claim and their mortgages, remittances to Unit Owners and their mortgagees being payable jointly to them as their interests may appear.

H. Board as Agent. The Board is irrevocably appointed agent for each Unit Owner and for each holder of a mortgage or other lien on a Unit and for each owner of any other interest in the Condominium Property to adjust all claims arising under insurance policies purchased by the Board and to execute and deliver releases upon the payment of claims.

ARTICLE XVII

RECONSTRUCTION OR REPAIR AFTER CASUALTY

A. Determination to Reconstruct or Repair. In the event any part of the Condominium Property is damaged by casualty, the determination of whether or not such damaged Condominium Property shall be reconstructed or repaired shall be made in the following manner:

(1) Common Elements. If the damaged improvement is any of the Common Elements not contained within the dwelling buildings, the damaged Common Elements shall be reconstructed or repaired.

(2) Unit Building.

(a) Minor damage. If the damaged improvement is any one or more of the Buildings which contain Units

to which less than 50% of the Common Elements are appurtenant, the damaged property shall be reconstructed or repaired.

(b) Major damage. If the damaged improvements are to one or more of the Buildings and if Units to which more than 50% of the Common Elements are appurtenant are found by the Board to be not tenantable, then the damaged property will not be reconstructed or repaired and the Condominium will be terminated with agreement of mortgagees as elsewhere provided unless within 60 days after the casualty the Unit Owners exercising not less than 75% of the voting power of Units so affected agree in writing to such reconstruction or repair.

B. Plans and Specifications. Any reconstruction or repair must be substantially in accordance with the plans and specifications for the original Building, or according to plans and specifications approved by the Board, and if the damaged Condominium Property is a Building, approval by the Unit Owners of not less than 75% of the voting power of the Units so affected is also required.

C. Responsibility. To the extent that damage is to those parts of a Unit for which the responsibility of maintenance and repair is that of the Unit Owner, then the Unit Owner shall be responsible for reconstruction and repair after casualty.

D. Assessments. If the proceeds of insurance are not sufficient to defray the estimated costs of reconstruction and repair by the Board, or if at any time during reconstruction and repair the funds for the payment of the costs of reconstruction and repair are insufficient, assessments shall be made against the Unit Owners who own the damaged Units and against all Unit Owners in the case of damage to Common Elements not included in the dwelling units, in sufficient amounts to provide funds for the payment of such costs. Such assessments against Unit Owners for damage to Buildings shall be

in proportion to the cost of reconstruction and repair of their respective Units. Such assessments on account of damage to Common Elements shall be in proportion to the Unit Owner's percentage share in the Common Elements. Provided, however, in the event that the insurance proceeds are insufficient to pay the Association's and Board's fees and expenses and to make needed repairs and any Unit Owner is unable to pay an assessment to make up such insufficiency, then such Unit Owner's mortgagee, if any, shall have the option to make up said insufficiency or to require the Board and the insurer to pay such mortgagee as its interests may appear from the insurance proceeds.

ARTICLE XVIII

MISCELLANEOUS

A. Liability. Except for willful or grossly negligent acts, neither Developer nor any employee, agent, successor or assign of Developer shall be liable for any claim or damage whatsoever arising out of or by reason of any actions performed pursuant to or in accordance with the authority granted or delegated to them or any of them by or pursuant to this Declaration.

B. Covenants Running with the Land. Each grantee of Developer, by the acceptance of a deed of conveyance, accepts the same subject to all restrictions, conditions, covenants, reservations, liens and charges, and the jurisdiction, rights and powers created or reserved by this Declaration, and all rights, benefits and privileges of every character hereby granted, created, reserved or declared, and all impositions and obligations hereby imposed shall be deemed and taken to be covenants running with the land, and shall bind any person having at any time any interest or estate in said land, and shall inure to the benefit of such person in like manner as though the provisions of this Declaration were recited and stipulated at length in each and every deed of conveyance.

C. Waiver. No provision contained in this Declaration shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur.

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

E. Service of Notices on the Board. Notices required to be given to the Board or the Association may be delivered to any two members of the Board or to the President of the Association, either personally or by certified mail, with postage prepaid, addressed to such members or officer at his unit.

F. Headings. The heading to each Article and Section hereof is inserted only as a matter of convenience for reference and in no way defines, limits or describes the scope or intent of this Declaration.

G. Interpretation. The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the establishment and operation of a first class condominium development.

H. Gender. The use of the masculine gender in this Declaration shall be deemed to refer to the feminine and neuter genders and the use of the singular shall be deemed to refer to the plural, and vice versa, whenever the context so requires.

IN WITNESS WHEREOF, Developer has caused this Declaration to be executed this 23rd day of October, 1978.

Signed, sealed and delivered
in the presence of:

Ella Mae Jaggan
Glenda Sanford

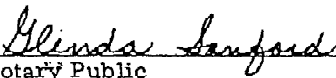
JAMESTOWN OF INDIAN HARBOUR BEACH CO.

By: Richard W. Foster
-48- Richard W. Foster, Vice-President

STATE OF FLORIDA
COUNTY OF BREVARD

BEFORE ME, the undersigned Notary Public, this day personally appeared RICHARD W. FOSTER, Vice President of JAMESTOWN OF INDIAN HARBOUR BEACH COMPANY, a corporation authorized to do business in the State of Florida, and to me well known and known to be such officer of said corporation and he acknowledged before me that he executed the foregoing Declaration of Condominium freely and voluntarily for and on behalf of said corporation, for the uses and purposes therein mentioned and intended, and with full and specific authority of the Board of Directors of said corporation in that behalf.

WITNESS my signature and official seal this 23rd day of October, 1978.


Notary Public

My Commission Expires:

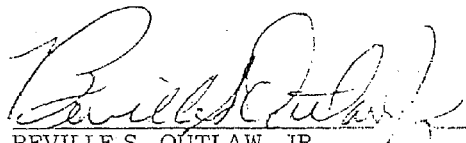
4-26-81

SURVEYOR CERTIFICATE


STATE OF FLORIDA
COUNTY OF BREVARD

BEFORE ME, the undersigned authority duly authorized to administer oaths and take acknowledgments, personally appeared BEVILLE S. OUTLAW, JR., who after being first duly cautioned and sworn, deposes and says as follows:

1. That he is a duly certified land surveyor under the laws of the State of Florida, being Florida certificate number 941.
2. That the construction of the improvements is complete and that the Declaration of Condominium of Jamestown Condominium as it relates to land surveying, together with the Surveyor Certificate and Exhibits "A-M" attached thereto, constitutes an accurate representation of the improvements located upon the real property described therein, and that there can be determined therefrom the identification, location, dimensions and size of the common elements, and of each Condominium unit therein.

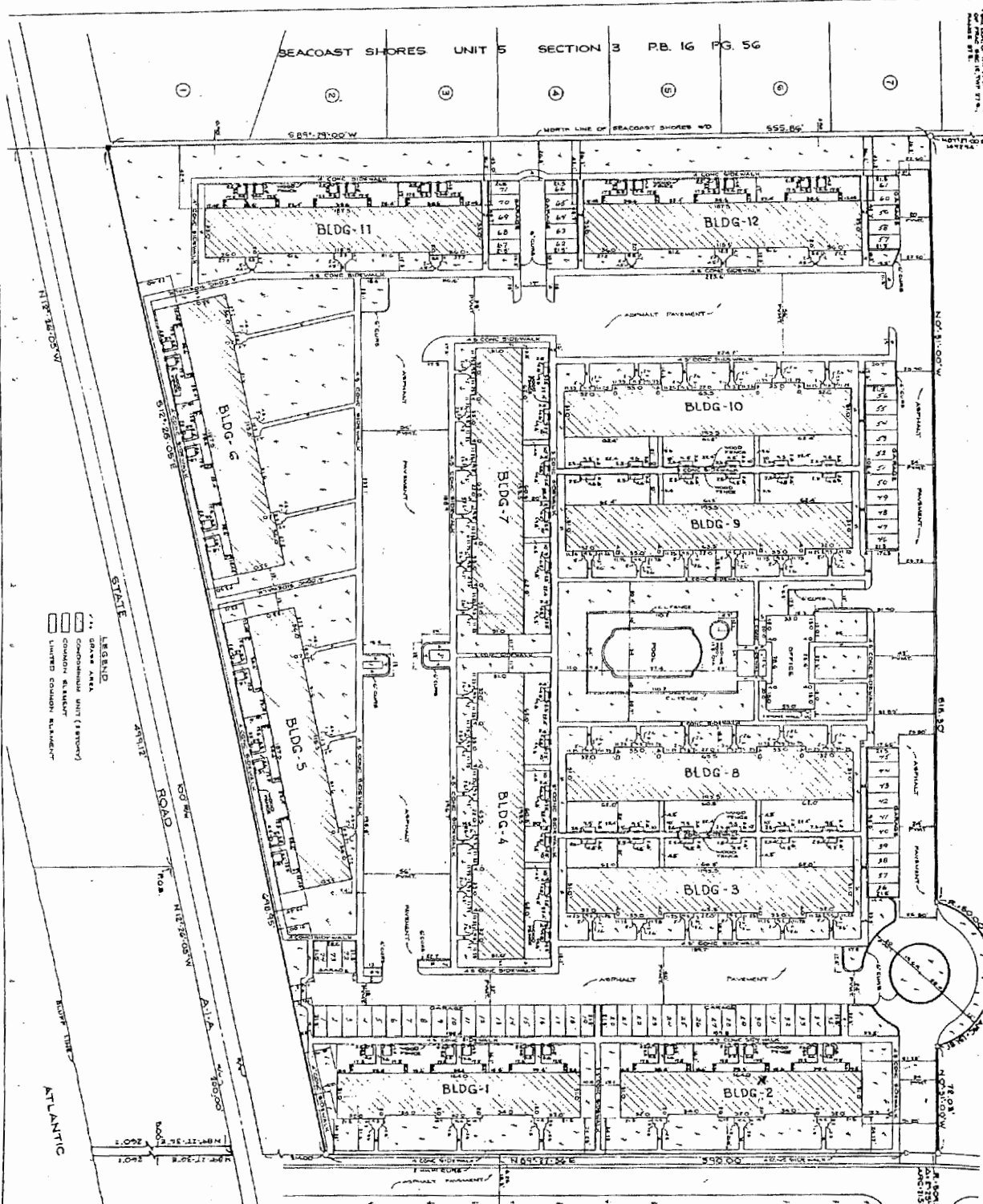

BEVILLE S. OUTLAW, JR.

SWORN TO AND SUBSCRIBED
before me this 30TH day of
January, 1979.


Notary Public

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES MAR. 25, 1982
BONDED THRU GENERAL INS. UNDERWRITERS



DATE	8/19/76	PROJECT	SEACOAST SHORES UNIT 5 SECTION 3 P.B. 16 PG. 56
DRAWN BY	[Signature]	CHECKED BY	[Signature]
SCALE	1" = 30'	PROJECT NO.	5-17382
DATE	8/19/76	PROJECT	SEACOAST SHORES UNIT 5 SECTION 3 P.B. 16 PG. 56
DRAWN BY	[Signature]	CHECKED BY	[Signature]
SCALE	1" = 30'	PROJECT NO.	5-17382

EXHIBIT A

OCEAN

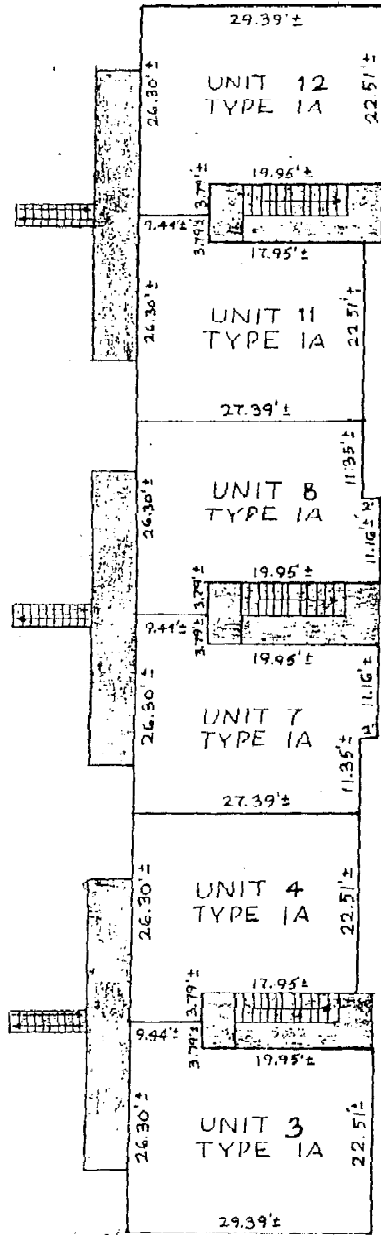
The undersigned, a duly licensed Professional Engineer, State of Florida, No. 12345, do hereby certify that the above described plan is a true and correct copy of the original plan as filed with me on the date hereon indicated. I am a duly licensed Professional Engineer, State of Florida, No. 12345, and I am the author of the above described plan. I have examined the original plan and the copy hereon shown and I find that the copy is a true and correct copy of the original plan. I have also examined the original plan and I find that it is a true and correct copy of the original plan as filed with me on the date hereon indicated. I am a duly licensed Professional Engineer, State of Florida, No. 12345, and I am the author of the above described plan. I have examined the original plan and the copy hereon shown and I find that the copy is a true and correct copy of the original plan. I have also examined the original plan and I find that it is a true and correct copy of the original plan as filed with me on the date hereon indicated.

8/19/76
 12345
 SEACOAST SHORES UNIT 5 SECTION 3 P.B. 16 PG. 56

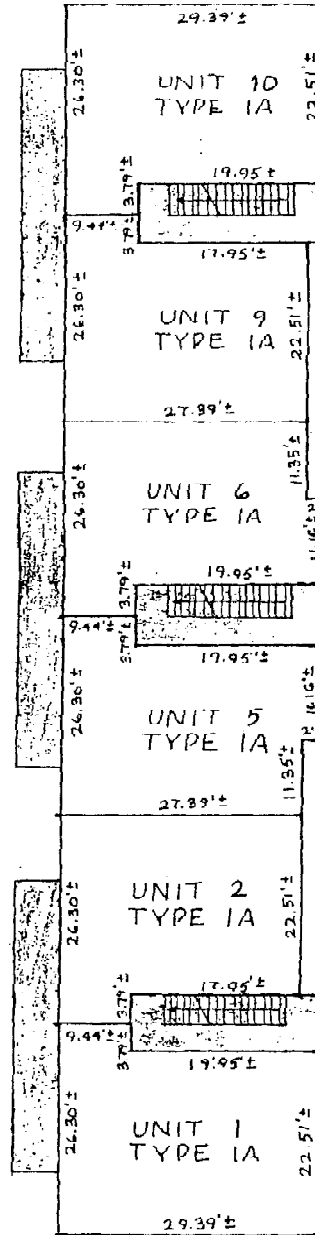
BUILDING NO. 1

Floor Elevation 23.35' N.O.S. (Sea Level)
Ceiling Elevation 31.35'

SECOND FLOOR



FIRST FLOOR



First Floor Elevation 14.43' N.O.S. (Sea Level)
Ceiling Elevation 22.43'

Notes:

1. The dimensions hereon show horizontal distances between the vertical perimetrical boundaries of the condominium units within construction tolerances.
2. - Indicates limited common element.
3. Common element within the actual building area includes the actual wall space, exteriors to the inner decorated surfaces, of the individual apartments, as discussed in Articles Four and Five of the Declaration of Condominium.

DATE:
OCTOBER 25, 1978

EXHIBIT B

SCALE:
1" = 20'

JAMESTOWN
CONDOMINIUMS.

DWN BY: CH'D BY:
JLM

- DENOTES CONCRETE MONUMENT SET
 - FOUND
 - DENOTES IRON MARKER SET

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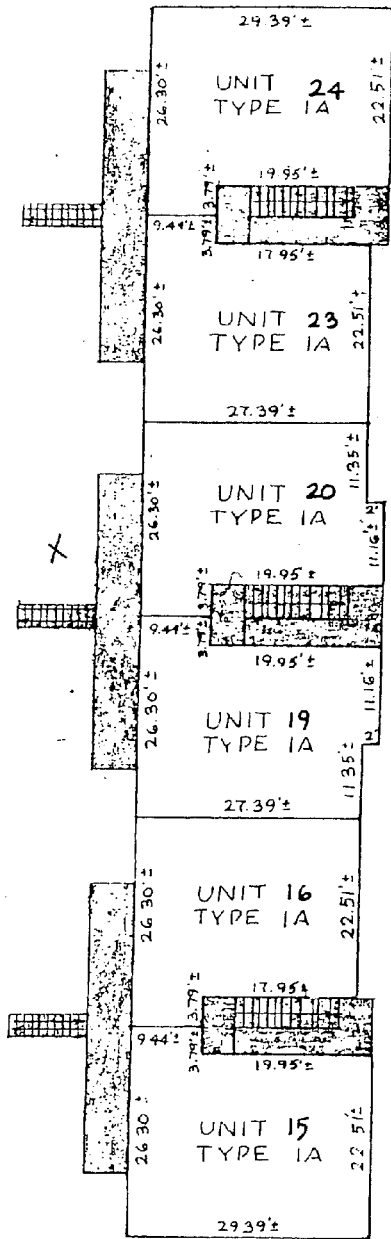
PREPARED FOR:
KLINGBEIL CORP.

OUTLAW ENGINEERING ASSOCIATES IN
CONSULTING ENGINEERS • PLANNERS • SURVEYORS

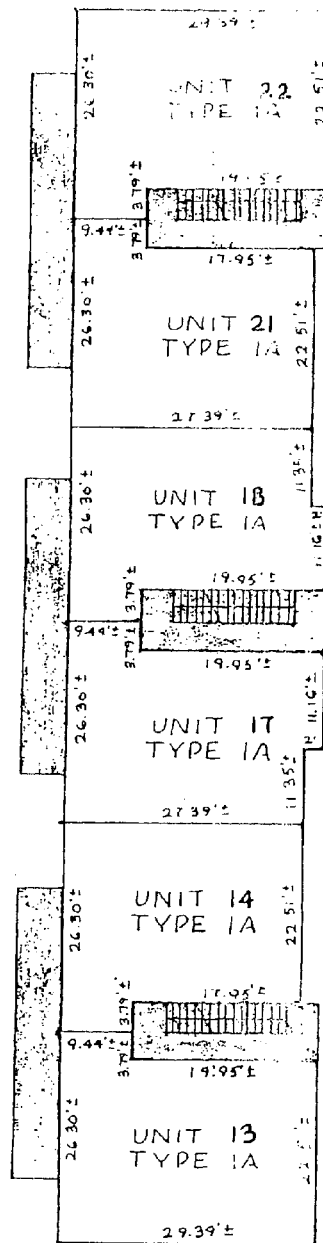
PROJECT No.

BUILDING NO. 2

Floor Elevation 23.27'
 Ceiling Elevation 31.27'
SECOND FLOOR



Floor Elevation 14.35' N.O.S. (Sea Level)
 Ceiling Elevation 22.35'
FIRST FLOOR



Notes:

1. The dimensions hereon show horizontal distances between the vertical points of boundaries of the condominium units within construction tolerances.
2. - Indicates limited common element.
3. Common element within the actual building area includes the actual wall space, exterior to the inner decorated surfaces, of the individual apartments, as discussed in Articles Four and Five of the Declaration of Condominium.

DATE:
OCTOBER 25, 1978

EXHIBIT C

SCALE:
1" = 20'

**JAMESTOWN
CONDOMINIUMS**

DWN. BY: **JLM** CH'D. BY:

- DENOTES CONCRETE MONUMENT SET
- DENOTES IRON MARKER SET
- DENOTES IRON MARKER SET

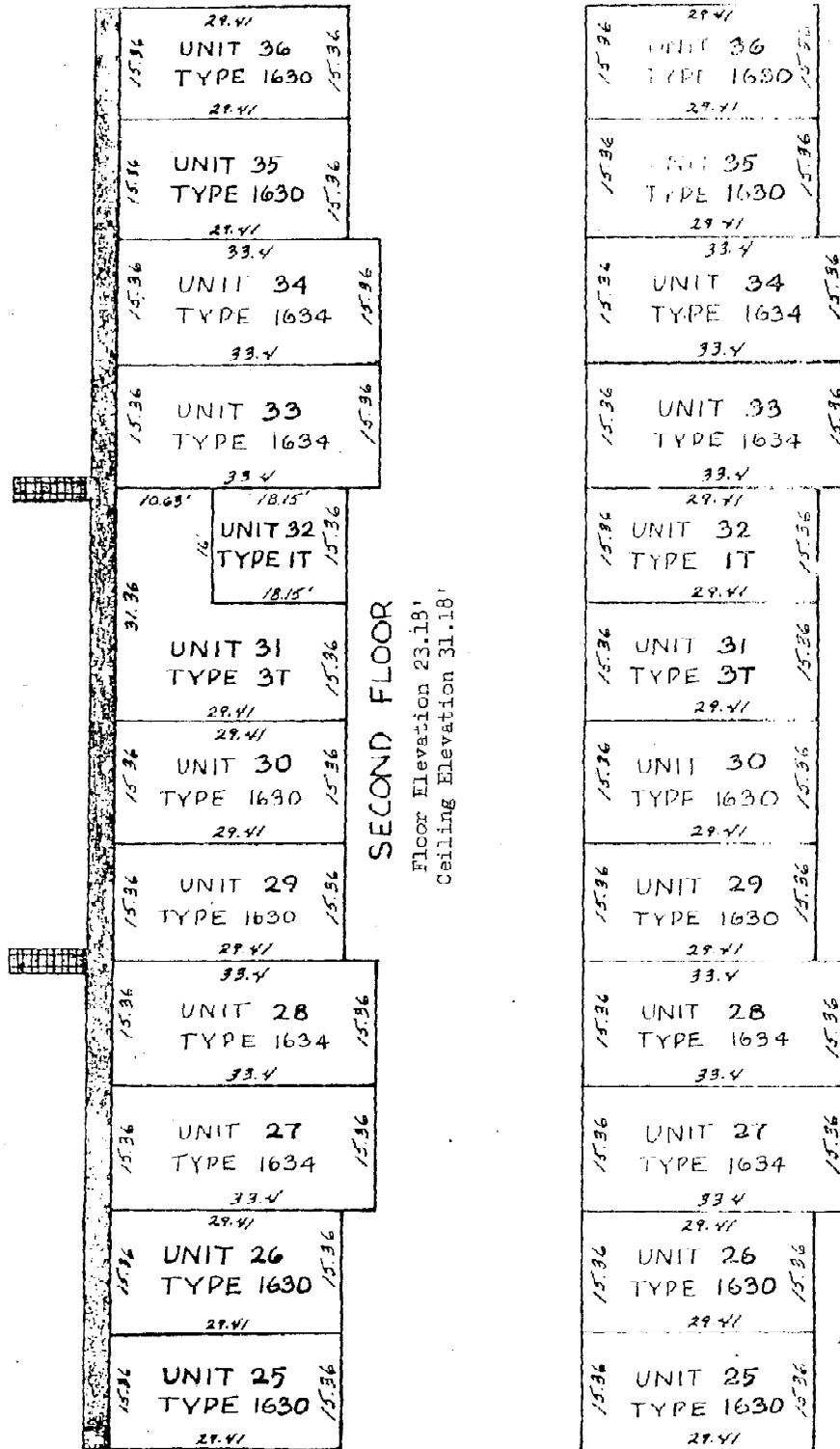
PROJECT No.
S 732-7

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BUILDING NO. 3



SECOND FLOOR

Floor Elevation 23.18'
Ceiling Elevation 31.18'

FIRST FLOOR

Floor Elevation 14.26' N.C.S. (Sea Level)
Ceiling Elevation 22.26'

Notes:

- The dimensions hereon show horizontal distances between the vertical perimeter boundaries of the condominium units within construction tolerances.
- indicates limited common element.
- Common element within the actual building area includes the actual wall space, exteriors to the inner decorated surfaces, of the individual apartments, as discussed in Articles Four and Five of the Declaration of Condominium.

DATE:
OCTOBER 25, 1978

SCALE:
1" = 20'

DWN. BY: JLM
CH'D. BY:

PROJECT No.

EXHIBIT D

JAMESTOWN
CONDOMINIUMS

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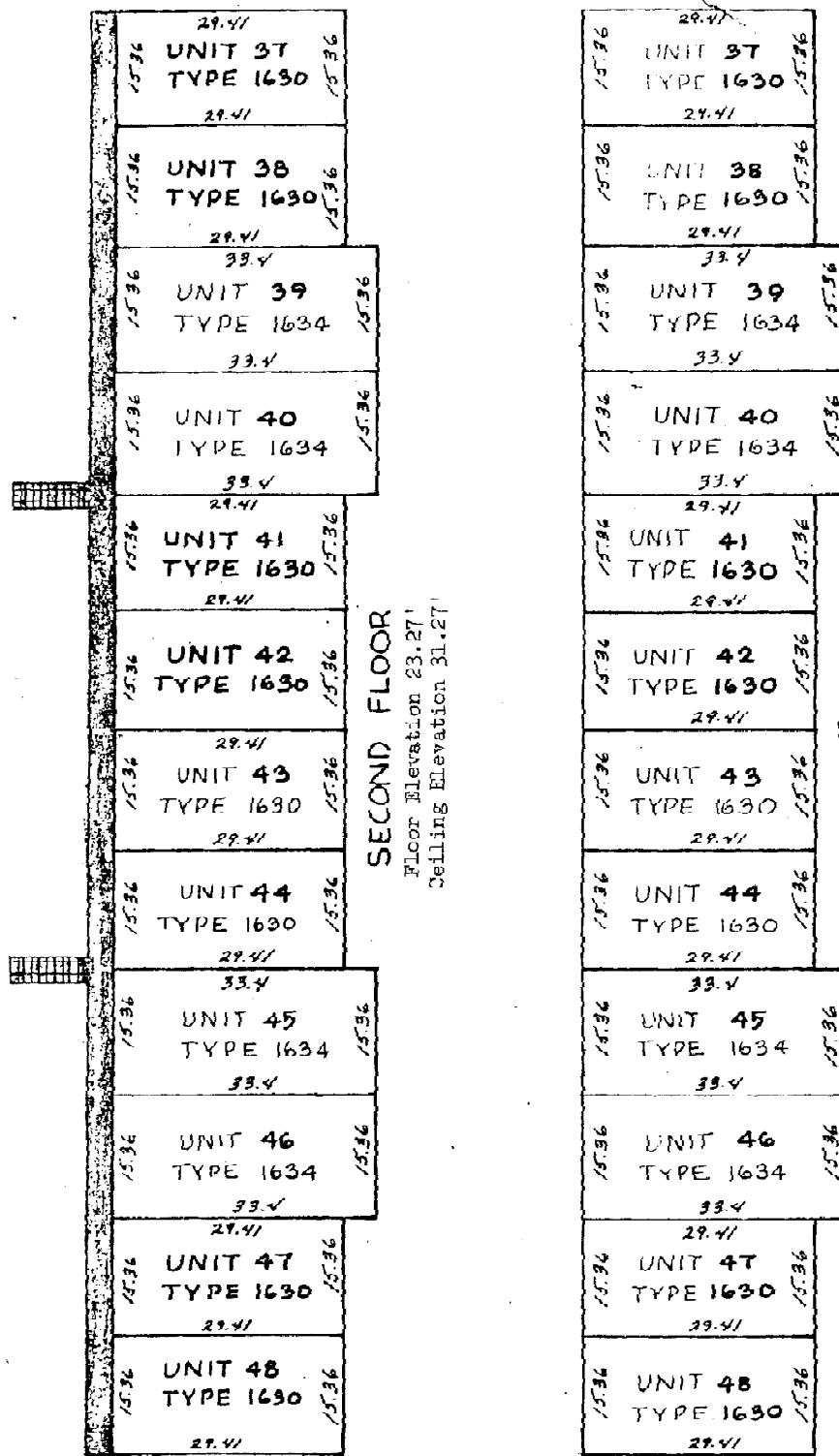
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VIEW PAGES

BUILDING NO. 4



SECOND FLOOR

Floor Elevation 23.27'
Ceiling Elevation 31.27'

FIRST FLOOR

Floor Elevation 14.35' N.C.S. (Sea Level)
Ceiling Elevation 22.35'

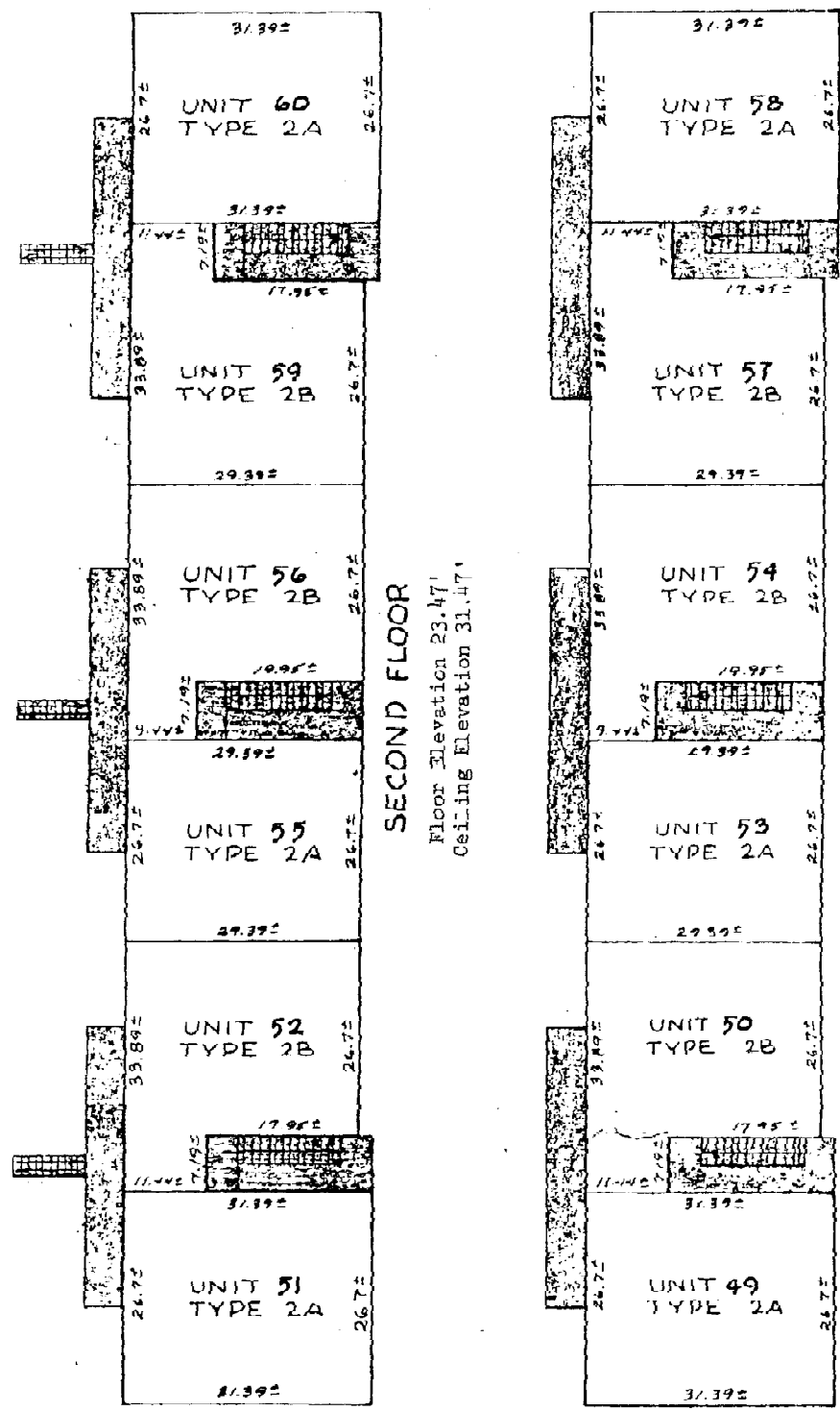
Notes:

1. The dimensions hereon show horizontal distances between the vertical perimetrical boundaries of the condominium units within construction tolerances.
2. - Indicates limited common element.
3. Common element within the actual building area includes the actual wall space, exteriors to the inner decorated surfaces, of the individual apartments, as discussed in Articles Four and Five of the Declaration of Condominium.

DATE: OCTOBER 25, 1978		EXHIBIT E		THIS SURVEY HAS BEEN PREPARED FOR THE EXCLUSIVE USE OF PERSONS WHOSE ORGANIZATION IS IDENTIFIED IN THE TITLE AND ITS CERTIFICATION IS NON-TRANSFERABLE. ANY COPY NOT TO BE CONSIDERED VALID MUST BE EMPLOYED WITH THE SEAL REGISTERED SURVEYOR EMPLOYED BY THIS FIRM.	
SCALE: 1" = 20'					
DWN. BY: JLM	CH'D. BY:	JAMESTOWN CONDOMINIUMS		OUTLAW ENGINEERING ASSOCIATES CONSULTING ENGINEERS • PLANNERS • SURVEY	
PROJECT No.					

N.E. PRESS

BUILDING NO 5



SECOND FLOOR

Floor Elevation 23.47'
Ceiling Elevation 31.47'

FIRST FLOOR

Floor Elevation 14.55' N.C.S. (Sea Level)
Ceiling Elevation 22.55'

Notes:

- The dimensions hereon show horizontal distances between the vertical perimeteral boundaries of the condominium units within construction tolerances.
- indicates limited common element.
- Common element within the actual building area includes the actual wall space, exteriors to the inner decorated surfaces, of the individual apartments, as discussed in Articles Four and Five of the Declaration of Condominium.

DATE:
OCTOBER 25, 1978

EXHIBIT F

SCALE:
1" = 20'

JAMESTOWN
CONDOMINIUMS

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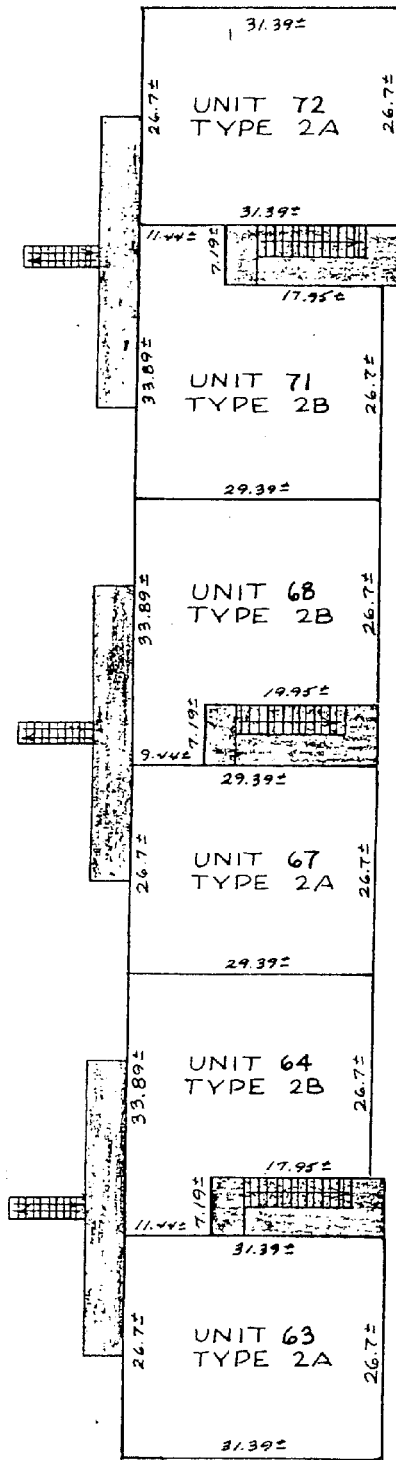
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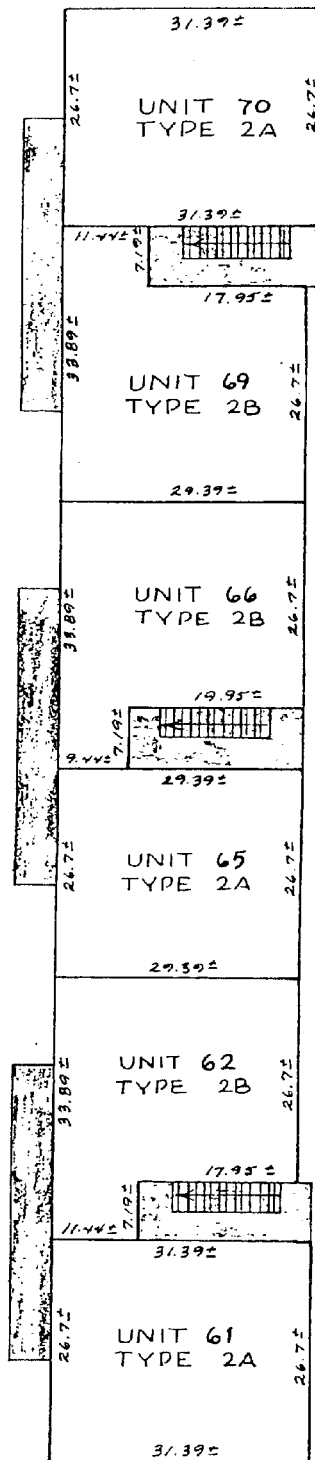
PROJECT No.

BUILDING NO. 6



SECOND FLOOR


Floor Elevation 23.17'
Ceiling Elevation 31.17'



FIRST FLOOR

Floor Elevation 14.25' N.O.S. (Sea Level)
Ceiling Elevation 22.25'

Notes:

1. The dimensions hereon show horizontal distances between the vertical perimetrical boundaries of the condominium units within construction tolerances.
2.  - Indicates limited common element.
3. Common element within the actual building area includes the actual wall space, exteriors to the inner decorated surfaces, of the individual apartments, as discussed in Articles Four and Five of the Declaration of Condominium.

DATE:
OCTOBER 25, 1978

EXHIBIT G

SCALE:
1" = 20'

JAMESTOWN
CONDOMINIUMS

DWN. BY: JLM
CH'D. BY:

- DENOTES CONCRETE MONUMENT SET
 - DENOTES IRON MARKER SET FOUND

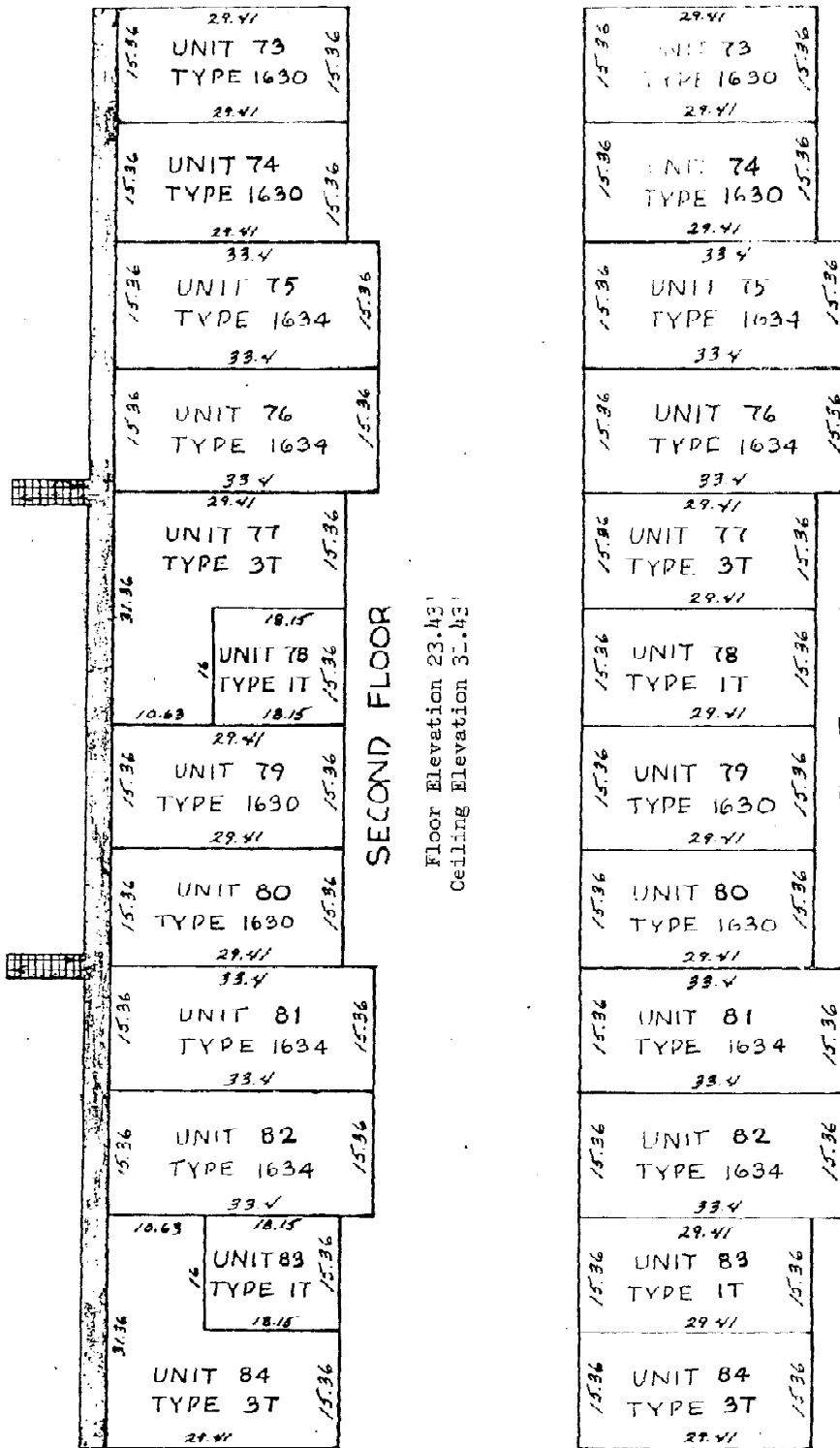
PROJECT No.

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OUTLAW ENGINEERING ASSOCIATES INC.
CONSULTING ENGINEERS • PLANNERS • SURVEYORS

BUILDING NO. 7



- The dimensions hereon show horizontal distances between the vertical perimetrical boundaries of the condominium units within construction tolerances.
- Indicates limited common element.
- Common element within the actual building area includes the actual wall space, extensions to the inner decorated surfaces, of the individual apartments, as discussed in Articles Four and Five of the Declaration of Condominium.

DATE:
OCTOBER 25, 1978

EXHIBIT H

SCALE:
1" = 20'

**JAMESTOWN
CONDOMINIUMS**

DWN. BY: CH'D. BY:
JLM

PROJECT No.

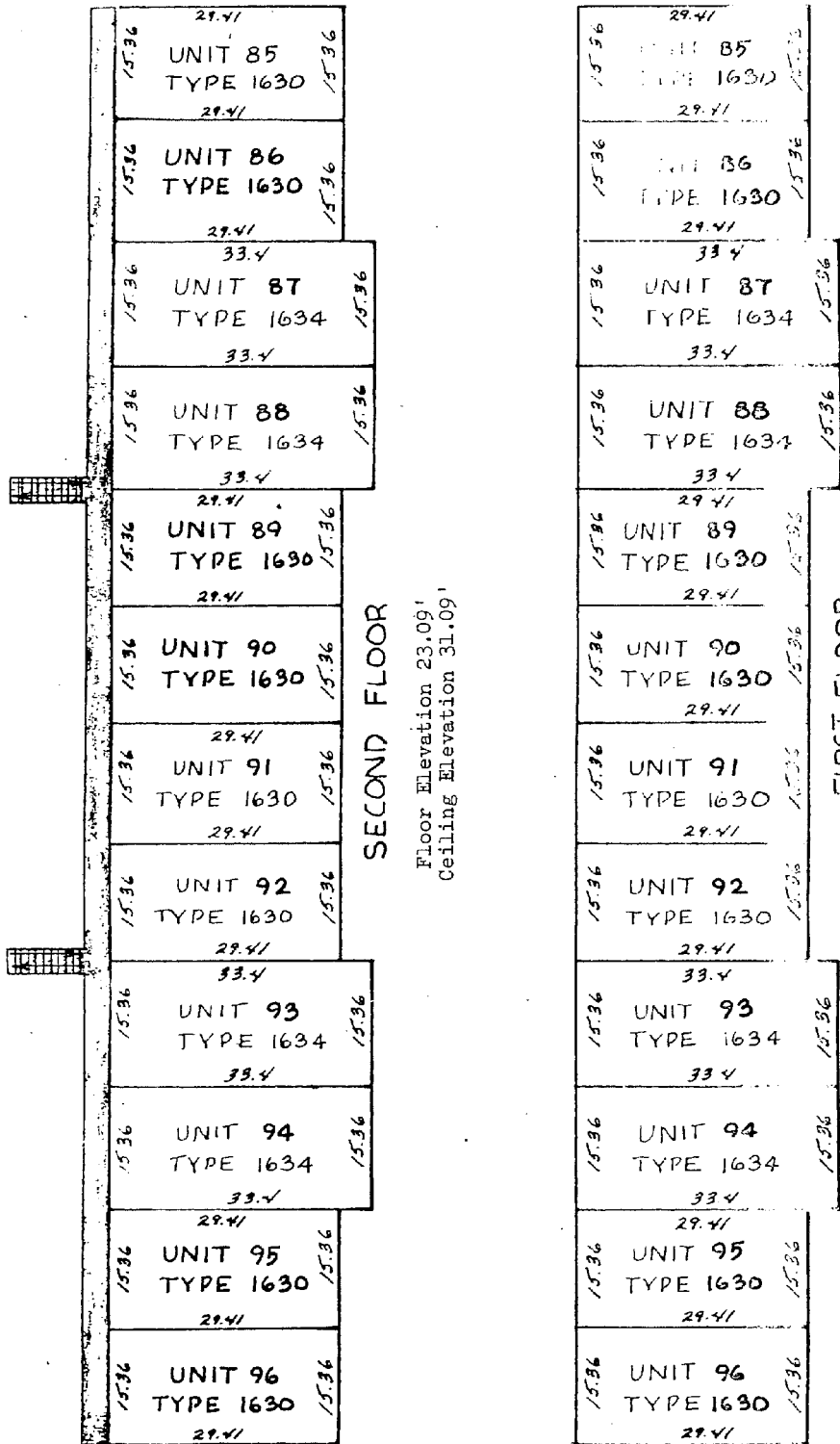
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BUILDING NO. 8



SECOND FLOOR

Floor Elevation 23.09'
Ceiling Elevation 31.09'

FIRST FLOOR

Floor Elevation 14.17' N.O.S. (Sea Level)
Ceiling Elevation 22.17'

Notes:

- The dimensions hereon show horizontal distances between the vertical perimetrical boundaries of the condominium units within construction tolerances.
- Indicates limited common element.
- Common element within the actual building area includes the actual wall space, exteriors to the inner decorated surfaces, of the individual apartments, as discussed in Articles Four and Five of the Declaration of Condominium.

DATE:
OCTOBER 25, 1978

EXHIBIT 1

SCALE:
1" = 20'

JAMESTOWN
CONDOMINIUMS

DWN. BY: CH'D. BY:
JLM

- DENOTES CONCRETE MONUMENT SET
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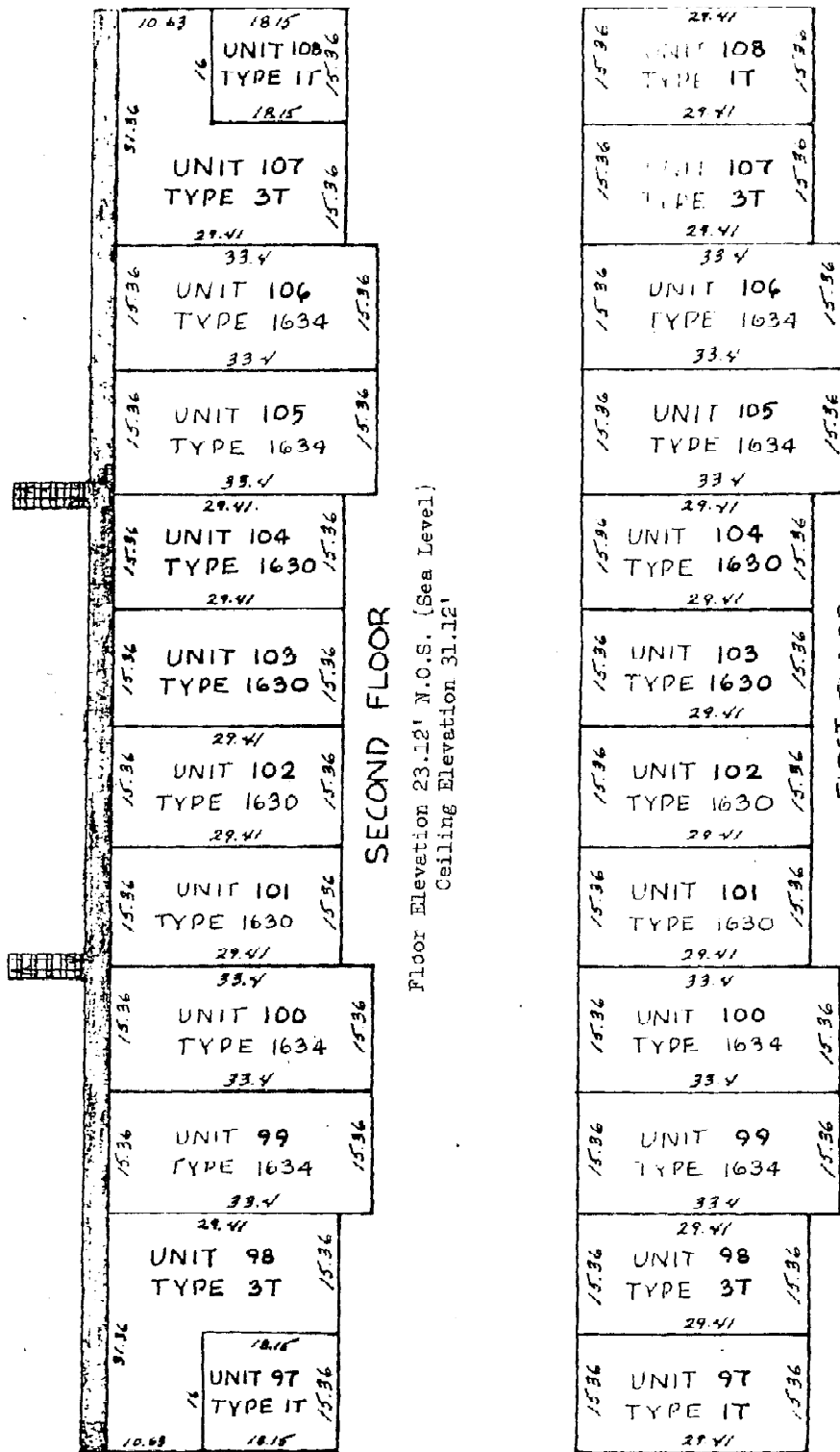
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PREPARED FOR:
KLINGBEIL CORP

OUTLAW ENGINEERING ASSOCIATES INC.
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PROJECT No.
C 720

BUILDING NO. 9



Floor Elevation 23.12' N.O.S. (Sea Level)
Ceiling Elevation 31.12'

Floor Elevation 14.20' N.O.S. (Sea Level)
Ceiling Elevation 22.20'

Notes:

1. The dimensions hereon show horizontal distances between the vertical perimetrical boundaries of the condominium units within construction tolerances.
2. - indicates limited common element.
3. Common element within the actual building area includes the actual wall space, exteriors to the inner decorated surfaces, of the individual apartments, as discussed in Articles Four and Five of the Declaration of Condominium.

DATE:
OCTOBER 25, 1978

EXHIBIT J

SCALE:
1" = 20'

JAMESTOWN
CONDOMINIUMS

DWN. BY: CH'D. BY:
JIM

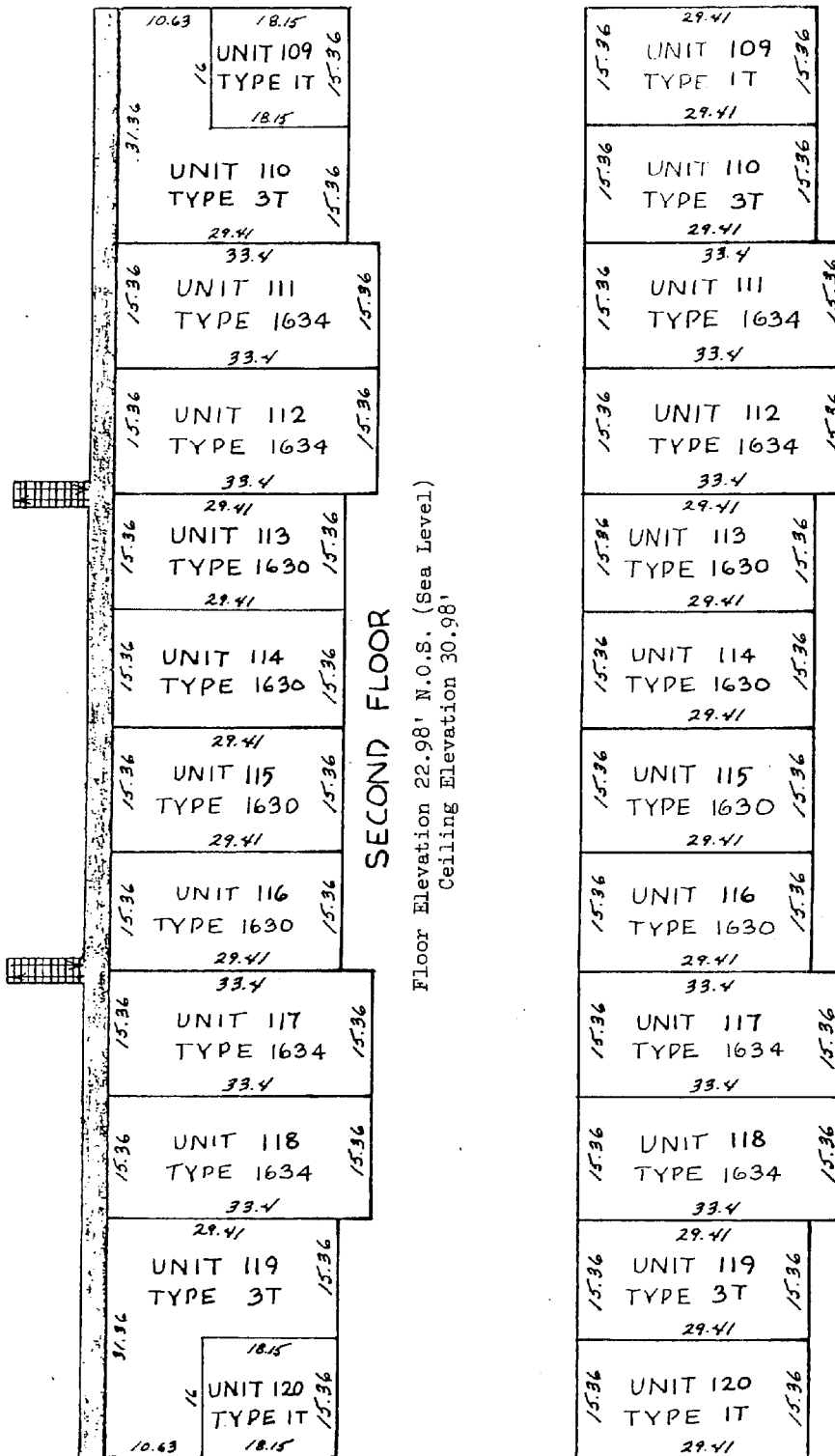
- DENOTES CONCRETE MONUMENT SET
 - FOUND

THIS SURVEY HAS BEEN PREPARED FOR THE EXCLUSIVE USE OF THE PERSON, PERSONS OR ORGANIZATION IDENTIFIED IN THE TITLE BLOCK AND ITS CERTIFICATION IS NON-TRANSFERABLE. ANY COPY HEREOF TO BE CONSIDERED VALID MUST BE EMBOSSER WITH THE SEAL OF REGISTERED SURVEYOR EMPLOYED BY THIS FIRM.

PREPARED FOR:
KLINGBEIL CORP

OUTLAW ENGINEERING ASSOCIATES INC
CONSULTING ENGINEERS • PLANNERS • SURVEYORS

BUILDING NO. 10




SECOND FLOOR

FIRST FLOOR

Floor Elevation 22.98' N.O.S. (Sea Level)
Ceiling Elevation 30.98'

Floor Elevation 14.06' N.O.S. (Sea Level)
Ceiling Elevation 22.06'

Notes:

1. The dimensions hereon show horizontal distances between the vertical perimetrical boundaries of the condominium units within construction tolerances.
2.  - Indicates limited common element.
3. Common element within the actual building area includes the actual wall space, exteriors to the inner decorated surfaces, of the individual apartments, as discussed in Articles Four and Five of the Declaration of Condominium.

DATE:
OCTOBER 25, 1978

EXHIBIT K

SCALE:
1" = 20'

JAMESTOWN
CONDOMINIUMS

DWN. BY: JLM
CH'D. BY:

- DENOTES CONCRETE MONUMENT SET
 - DENOTES IRON MARKER SET
FOUND

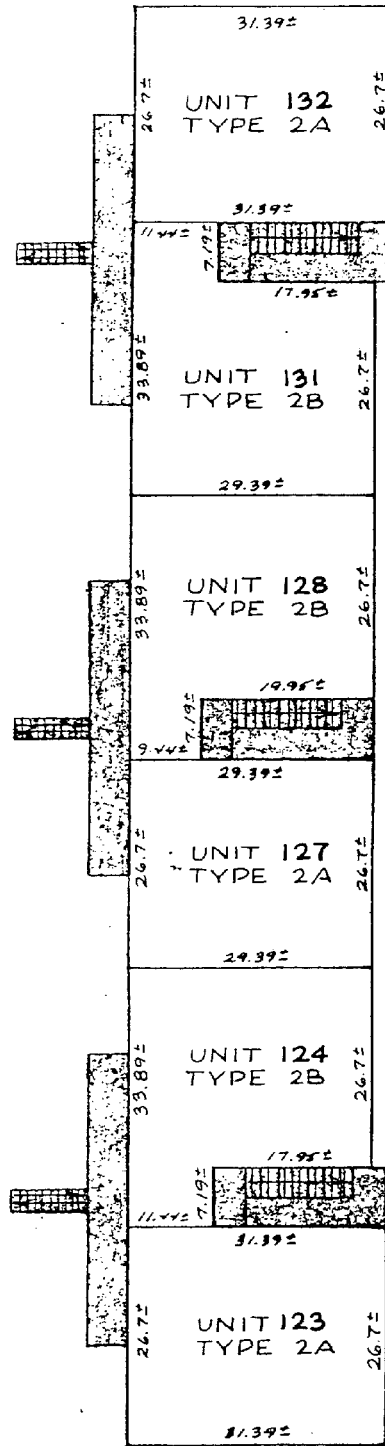
PROJECT No.

THIS SURVEY HAS BEEN PREPARED FOR THE EXCLUSIVE USE OF THE PERSON, PERSONS OR ORGANIZATION IDENTIFIED IN THE TITLE BLOCK AND ITS CERTIFICATION IS NON-TRANSFERABLE. ANY COPY HEREOF, TO BE CONSIDERED VALID, MUST BE EMBOSSED WITH THE SEAL OF A REGISTERED SURVEYOR EMPLOYED BY THIS FIRM.

PREPARED FOR:
KLINGBEIL CORP.

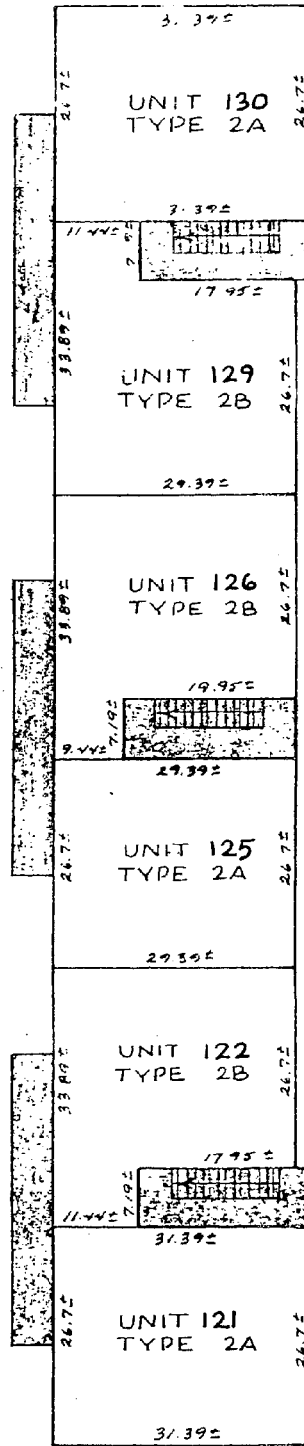
OUTLAW ENGINEERING ASSOCIATES INC.
CONSULTING ENGINEERS • PLANNERS • SURVEYORS

BUILDING NO. 11



SECOND FLOOR

Floor Elevation 23.22' N.O.S. (Sea Level)
Ceiling Elevation 31.22'



FIRST FLOOR

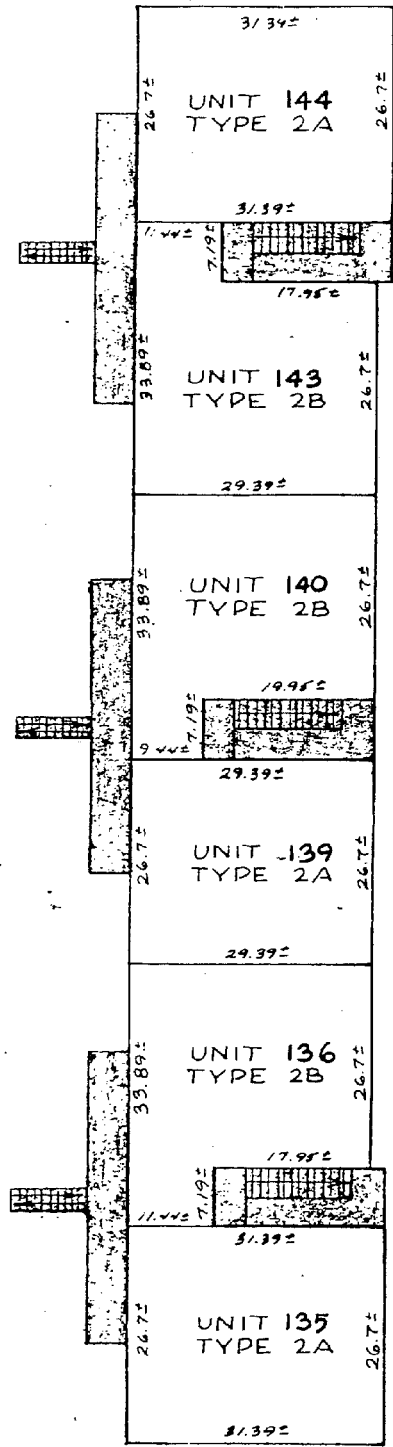
Floor Elevation 14.30' N.O.S. (Sea Level)
Ceiling Elevation 22.30'

Notes:

1. The dimensions hereon show horizontal distances between the vertical perimetrical boundaries of the condominium units within construction tolerances.
2. - Indicates limited common element.
3. Common element within the actual building area includes the actual wall space, exteriors to the inner decorated surfaces, of the individual apartments, as discussed in Articles Four and Five of the Declaration of Condominium.

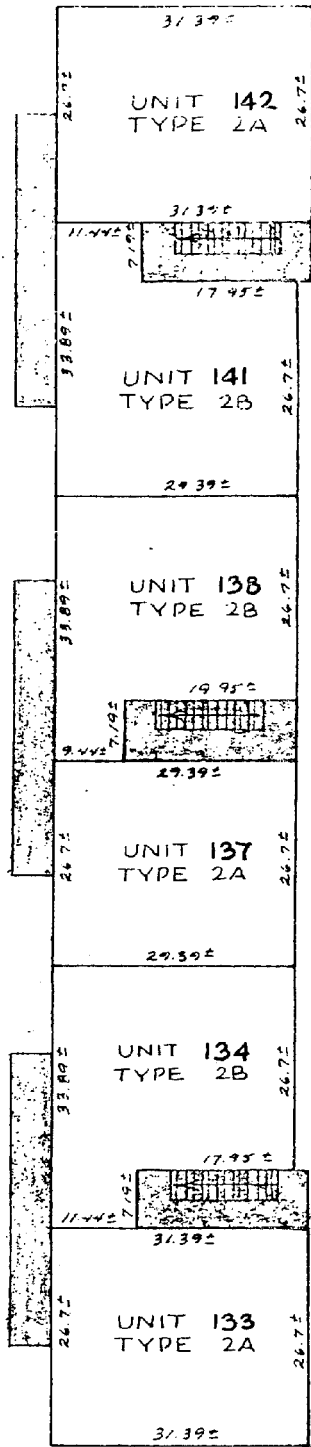
DATE: OCTOBER 25, 1978		EXHIBIT L		JAMESTOWN CONDOMINIUMS		THIS SURVEY HAS BEEN PREPARED FOR THE EXCLUSIVE USE OF THE PERSON, PERSONS OR ORGANIZATION IDENTIFIED IN THE TITLE BLOCK AND IT'S CERTIFICATION IS NON-TRANSFERABLE. ANY COPY HEREOF, TO BE CONSIDERED VALID, MUST BE EMBOSSED WITH THE SEAL OF A REGISTERED SURVEYOR EMPLOYED BY THIS FIRM	
SCALE: 1" = 20'						PREPARED FOR: KLINGBEIL CORP	
DWN. BY: JLM	CH'D. BY:	<input type="checkbox"/> - DENOTES CONCRETE MONUMENT SET <input checked="" type="checkbox"/> - DENOTES FOUND <input type="checkbox"/> - DENOTES IRON MARKER SET		OUTLAW ENGINEERING ASSOCIATES INC. CONSULTING ENGINEERS • PLANNERS • SURVEYORS			
PROJECT No. 0720							

BUILDING NO. 12



SECOND FLOOR

Floor Elevation 23.16' N.O.S. (Sea Level)
Ceiling Elevation 31.16'



FIRST FLOOR

Floor Elevation 14.24' N.O.S. (Sea Level)
Ceiling Elevation 22.24'

Notes:

1. The dimensions hereon show horizontal distances between the vertical perimetrical boundaries of the condominium units within construction tolerances.
2. - Indicates limited common element.
3. Common element within the actual building area includes the actual wall space, exteriors to the inner decorated surfaces, of the individual apartments, as discussed in Articles Four and Five of the Declaration of Condominium.

DATE:
OCTOBER 25, 1978

SCALE:
1" = 20'

DWN. BY: JLM
CH'D. BY:

PROJECT No.
S 738-2

EXHIBIT M

JAMESTOWN
CONDOMINIUMS

- DENOTES CONCRETE MONUMENT SET
 - DENOTES IRON MARKER SET FOUND

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PREPARED FOR:
KLINGBEIL CORP

OUTLAW ENGINEERING ASSOCIATES INC
CONSULTING ENGINEERS • PLANNERS • SURVEYORS

EXHIBIT "N"

JAMESTOWN CONDOMINIUM

Indian Harbour Beach, Florida

Bldg. No.	Unit No.	Street Address	No. Of Rooms	Square Feet	Type	Percentage Interest in Common Element	
1	1	903 Palm Springs	A	5	730	1A	.5201
	2	"	B	5	685	1A	.5201
	3	"	C	5	730	1A	.5201
	4	"	D	5	685	1A	.5201
	5	905 Palm Springs	A	5	705	1A	.5201
	6	"	B	5	705	1A	.5201
	7	"	C	5	705	1A	.5201
	8	"	D	5	705	1A	.5201
	9	907 Palm Springs	A	5	685	1A	.5201
	10	"	B	5	730	1A	.5201
	11	"	C	5	685	1A	.5201
	12	"	D	5	730	1A	.5201
2	13	919 Palm Springs	A	5	730	1A	.5201
	14	"	B	5	685	1A	.5201
	15	"	C	5	730	1A	.5201
	16	"	D	5	685	1A	.5201
	17	925 Palm Springs	A	5	705	1A	.5201
	18	"	B	5	705	1A	.5201
	19	"	C	5	705	1A	.5201
	20	"	D	5	705	1A	.5201
	21	931 Palm Springs	A	5	685	1A	.5201
	22	"	B	5	730	1A	.5201
	23	"	C	5	685	1A	.5201
	24	"	D	5	730	1A	.5201
3	25	911 N. Colonial		7	960	1630	.7132
	26	913 "		7	960	1630	.7132
	27	915 "		7	1,088	1634	.8084
	28	917 "		7	1,088	1634	.8084
	29	919 "		7	960	1630	.7132
	30	921 "		7	960	1630	.7132
	31	923 "		8	1,150	3T	.8544
	32	925 "		5	770	1T	.5720
	33	927 "		7	1,088	1634	.8084
	34	929 "		7	1,088	1634	.8084
	35	931 "		7	960	1630	.7132
	36	933 "		7	960	1630	.7132
4	37	100 E. Colonial		7	960	1630	.7132
	38	102 "		7	960	1630	.7132
	39	104 "		7	1,088	1634	.8084
	40	106 "		7	1,088	1634	.8084
	41	108 "		7	960	1630	.7132
	42	110 "		7	960	1630	.7132
	43	112 "		7	960	1630	.7132
	44	114 "		7	960	1630	.7132
	45	116 "		7	1,088	1634	.8084
	46	118 "		7	1,088	1634	.8084
	47	120 "		7	960	1630	.7132
	48	122 "		7	960	1630	.7132
5	49	105 E. Colonial	A	6	860	2A	.6389
	50	"	B	7	900	2B	.6687
	51	"	C	6	860	2A	.6389
	52	"	D	7	900	2B	.6687

Bldg. No.	Unit No.	Street Address		No. of Rooms	Square Feet	Type	Percentage Interest in Common Elements
5	53	115 E. Colonial	A	6	810	2A	.6389
	54	"	B	7	890	2B	.6687
	55	"	C	6	810	2A	.6389
	56	"	D	7	890	2B	.6687
	57	125 "	A	7	900	2B	.6687
	58	"	B	6	860	2A	.6389
	59	"	C	7	900	2B	.6687
	60	"	D	6	860	2A	.6389
6	61	135 E. Colonial	A	6	860	2A	.6389
	62	"	B	7	900	2B	.6687
	63	"	C	6	860	2A	.6389
	64	"	D	7	900	2B	.6687
	65	145 "	A	6	810	2A	.6389
	66	"	B	7	890	2B	.6687
	67	"	C	6	810	2A	.6389
	68	"	D	7	890	2B	.6687
	69	155 "	A	7	900	2B	.6687
	70	"	B	6	860	2A	.6389
	71	"	C	7	900	2B	.6687
	72	"	D	6	860	2A	.6389
7	73	130 E. Colonial		7	960	1630	.7132
	74	132 "		7	960	1630	.7132
	75	134 "		7	1,088	1634	.8084
	76	136 "		7	1,088	1634	.8084
	77	138 "		8	1,150	3T	.8544
	78	140 "		5	770	1T	.5720
	79	142 "		7	960	1630	.7132
	80	144 "		7	960	1630	.7132
	81	146 "		7	1,088	1634	.8084
	82	148 "		7	1,088	1634	.8084
	83	150 "		5	770	1T	.5720
	84	152 "		8	1,150	3T	.8544
8	85	910 Jamestown		7	960	1630	.7132
	86	912 "		7	960	1630	.7132
	87	914 "		7	1,088	1634	.8084
	88	916 "		7	1,088	1634	.8084
	89	918 "		7	960	1630	.7132
	90	920 "		7	960	1630	.7132
	91	922 "		7	960	1630	.7132
	92	924 "		7	960	1630	.7132
	93	926 "		7	1,088	1634	.8084
	94	928 "		7	1,088	1634	.8084
	95	930 "		7	960	1630	.7132
	96	932 "		7	960	1630	.7132
9	97	911 Jamestown		5	770	1T	.5720
	98	913 "		8	1,150	3T	.8544
	99	915 "		7	1,088	1634	.8084
	100	917 "		7	1,088	1634	.8084
	101	919 "		7	960	1630	.7132
	102	921 "		7	960	1630	.7132
	103	923 "		7	960	1630	.7132
	104	925 "		7	960	1630	.7132
	105	927 "		7	1,088	1634	.8084
	106	929 "		7	1,088	1634	.8084
	107	931 "		8	1,150	3T	.8544
	108	933 "		5	770	1T	.5720

Bldg. No.	Unit No.	Street Address	No. of Rooms	Square Feet	Type	Percentage Interest in Common Elements
			5	770	1T	.5720
10	109	910 S. Colonial	8	1,150	3T	.8544
	110	912 "	7	1,088	1634	.8084
	111	914 "	7	1,088	1634	.8084
	112	916 "	7	960	1630	.7132
	113	918 "	7	960	1630	.7132
	114	920 "	7	960	1630	.7132
	115	922 "	7	960	1630	.7132
	116	924 "	7	1,088	1634	.8084
	117	926 "	7	1,088	1634	.8084
	118	928 "	7	1,150	3T	.8544
	119	930 "	8	1,150	3T	.8544
	120	932 "	5	770	1T	.5720
11	121	901 S. Colonial	A	860	2A	.6389
	122	"	B	900	2B	.6687
	123	"	C	860	2A	.6389
	124	"	D	900	2B	.6687
	125	909	A	810	2A	.6389
	126	"	B	890	2B	.6687
	127	"	C	810	2A	.6389
	128	"	D	890	2B	.6687
	129	911	A	900	2B	.6687
	130	"	B	860	2A	.6389
	131	"	C	900	2B	.6687
	132	"	D	860	2A	.6389
	133	913	A	860	2A	.6389
12	134	"	B	900	2B	.6687
	135	"	C	860	2A	.6389
	136	"	D	900	2B	.6687
	137	923 S. Colonial	A	810	2A	.6389
	138	"	B	890	2B	.6687
	139	"	C	810	2A	.6389
	140	"	D	890	2B	.6687
	141	933 S. Colonial	A	900	2B	.6687
	142	"	B	860	2A	.6389
	143	"	C	900	2B	.6687
	144	"	D	860	2A	.6389
				200	Garage	.0338
	1			200	"	.0338
	2			200	"	.0338
	3			200	"	.0338
	4			200	"	.0338
	5			200	"	.0338
	6			200	"	.0338
	7			200	"	.0338
	8			200	"	.0338
	9			200	"	.0338
	10			200	"	.0338
	11			200	"	.0338
	12			200	"	.0338
	13			200	"	.0338
	14			200	"	.0338
	15			200	"	.0338
	16			200	"	.0338
	17			200	"	.0338
	18			200	"	.0338
	19			200	"	.0338
	20			200	"	.0338

No.	No.	Street Address	Rooms	Feet	Type	in Common Elements
	21			200	Garage	.0338
	22			200	"	.0338
	23			200	"	.0338
	24			200	"	.0338
	25			200	"	.0338
	26			200	"	.0338
	27			200	"	.0338
	28			200	"	.0338
	29			200	"	.0338
	30			200	"	.0338
	31			200	"	.0338
	32			200	"	.0338
	33			200	"	.0338
	34			200	"	.0338
	35			200	"	.0338
	36			200	"	.0338
	37			200	"	.0338
	38			200	"	.0338
	39			200	"	.0338
	40			200	"	.0338
	41			200	"	.0338
	42			200	"	.0338
	43			200	"	.0338
	44			200	"	.0338
	45			200	"	.0338
	46			200	"	.0338
	47			200	"	.0338
	48			200	"	.0338
	49			200	"	.0338
	50			200	"	.0338
	51			200	"	.0338
	52			200	"	.0338
	53			200	"	.0338
	54			200	"	.0338
	55			200	"	.0338
	56			200	"	.0338
	57			200	"	.0338
	58			200	"	.0338
	59			200	"	.0338
	60			200	"	.0338
	61			200	"	.0338
	62			200	"	.0338
	63			200	"	.0338
	64			200	"	.0338
	65			200	"	.0338
	66			200	"	.0338
	67			200	"	.0338
	68			200	"	.0338
	69			200	"	.0338
	70			200	"	.0338
	71			200	"	.0338
	72			200	"	.0338
	73			200	"	.0338
	74			200	"	.0338

TOTAL

100.0000

By-laws

I	Definitions	E1
II	The Association	
	1. name, address, + nature of assoc.	
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	6. meeting of members	
	7. transfer of control of assoc	E5
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	2. special services	
	3. delegation of duties	
	4. utility services	
	5. rental laundry facility	
VI	Liability and Indemnification	E16
	1. L&I of Bd. members & officers	
VII	Miscellaneous	E18
	1. construction of provisions	
	2. amendments to by-laws	

EXHIBIT "O"

BY-LAWS

OF

JAMESTOWN OF INDIAN HARBOR BEACH

HOMEOWNERS ASSOCIATION, INC.

These By Laws are intended to provide for the government of JAMES-TOWN OF INDIAN HARBOUR BEACH HOMEOWNERS ASSOCIATION, INC., a unit owners' association and a Florida corporation not-for-profit, which Association shall administer the Condominium Property submitted to the provisions of Chapter 718 by the Declaration to which these By-Laws are attached. All Unit Owners, their tenants, guests, invitees, or any persons lawfully in possession and control of any part of the Condominium Property or using the facilities of the Condominium Property in any manner shall be subject to, and comply with, the covenants, conditions or restrictions contained in the Declaration, these By-Laws, and any administrative Rules adopted by Association on the Board. The acquisition or rental of any Unit located within the Condominium Property described in the Declaration or the act of occupancy of any Unit shall constitute acceptance and ratification of the Declaration and these By-Laws.

ARTICLE I

DEFINITIONS

Unless the context clearly indicates otherwise or so requires, all other terms used in the Declaration and the By-Laws, shall be assumed to have the meaning attributable to said terms by the Declaration or, if not so defined therein, then the provisions of Chapter 718.

ARTICLE II

THE ASSOCIATION

Section 1. Name, Address and Nature of Association. The Association is a Florida corporation not-for-profit called Jamestown of Indian Harbor Beach Homeowners Association, Inc. The principal office of the Association is at 900 Jamestown Drive

Melborne, Florida.

Section 2. Identity of Property. The property to which these Bylaws apply is described in the Declaration as the Condominium Property.

Section 3. Membership. Each Unit Owner upon acquisition of title to a Unit automatically becomes a member of the Association; such membership terminates upon the sale or other disposition by such Unit Owner of his Unit, at which time the new owner of such Unit shall automatically become a member of the Association. Membership is appurtenant to and may not be separated from ownership of any Unit. Ownership of such Unit shall be the sole qualification for membership. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation.

Section 4. Voting Rights. One vote shall be cast with respect to each residential Unit on each matter properly submitted to the members for vote, except that Developer retains the right to appoint the members of the Board as provided in Section 7 of this Article. All quorums and percentages of votes required by an Association meeting shall be based upon a residential Unit basis and not upon any percentage of interest in the Common Elements.

The Unit Owners of any Unit (if more than one such owner) may not split the vote allocated to each Unit but must cast it as one block on any particular vote and only one Unit Owner of any Unit may cast the vote appurtenant thereto or any question. If after a reasonable time two or more Unit Owners who hold title to a single Unit cannot agree upon which Unit Owner shall cast a vote on any particular issue, the Board is authorized to reject the vote for that Unit as though no Unit Owner for such Unit were present for such meeting. If a Unit is owned by a corporation or partnership, a duly authorized officer or partner of such corporation or partnership, as the case may be, shall be entitled to exercise the appurtenant voting right. If a Unit is held in

a fiduciary capacity, the fiduciary and not the beneficiary shall be entitled to exercise the appurtenant voting right.

Any Unit Owner holding more than one Unit shall have as many votes as Units owned by that Unit Owner.

Section 5. Proxies. Members may vote or act in person or by proxy. The person appointed as proxy need not be a member of the Association. Designation by a member or members of a proxy to vote or act on his or their behalf shall be made in a signed and detailed writing to the Board and shall be revocable at any time by actual written notice to the Board by the member or members making such designation. Notice to the Board in writing or in open meeting of the revocation of the designation of a proxy shall not affect any vote or act previously taken or authorized. Every proxy shall automatically cease upon the sale by the member of his Unit.

Section 6. Meeting of Members.

(a) Annual Meeting. The annual meeting of members of the Association for the election of members of the Board, the consideration of reports to be laid before such meeting, and the transaction of such other business as may properly be brought before such meeting shall be held at the office of the Association, or at such other place upon the Condominium Property or in Brevard County, Florida, as may be designated by the Board and specified in the notice of such meeting. The time for the annual meeting shall be 8:00 P.M., or at such other time as may be designated by the Board and specified in the notice of the meeting. The annual meeting of members of the Association shall be held on the last Wednesday of February of each year unless the day for the annual meeting falls upon a holiday, in which event the meeting will be held on the first day following which is not a holiday.

(b) Special Meetings. Special meetings of members of the Association may be held on any business day (at 8:00 P.M. at the office of the Association or at such other place on the Condominium Property or in Brevard County, Florida, as is

specified in the notice of such meeting) when called by the President of the Association, by a majority of the Board, or by members entitled to cast at least 25% of the votes of members of the Association, or as otherwise provided by law. No business shall be transacted at a special meeting except as stated in the notice.

3 Members
Sp. Meeting

(c) Notices of Meetings. Except in the case of emergency meetings, notice shall be given by or at the direction of the Secretary of the Association or any other person or persons required or permitted by these By-Laws to give such notice not less than fourteen nor more than sixty days before the date of any meeting. The notice shall be given by personal delivery or by mail to each member of the Association who is a Unit Owner of record as of the day preceding the day on which notice is given. If mailed, the notice shall be addressed to the members of the Association at their respective addresses as they appear on the records of the Association. Notice of the time, place and purposes of any meeting of members of the Association may be waived in writing, either before or after the holding of such meeting, by any member of the Association as to his right to notice, which writing shall be filed with or entered upon the records of the Association. The attendance of any member of the Association at any such meeting without protesting the lack of proper notice, prior to or at the commencement of the meeting, shall be deemed to be a waiver by him of notice of such meeting.

(d) Quorum; Adjournment. Except as may be otherwise provided in these By-Laws or the Declaration, at any meeting of the members of the Association, the members of the Association present in person or by proxy shall constitute a quorum for such meeting provided at least one-third of the members of the Association are present in person or by proxy at such meeting. Any meeting of the Association may be adjourned from time to time to such place and time as may be determined by majority vote of the members present, whether a quorum be present or not, without notice other than the announce

the meeting. At any adjourned meeting at which a quorum is present, any business may be transacted which might have been transacted by a quorum at the meeting as originally called.

(e) Required Vote. The vote of a majority of the number of votes represented and entitled to vote at any meeting of the Association shall decide any questions brought before such meeting, unless the question is one upon which, by express provision of Chapter 718, or any amendments thereto or of the Articles, Declaration or these Bylaws, a different voting percentage is required, in which case such express provision shall govern and control.

(f) Order of Business. The order of business at all meetings of the Association shall be as follows:

- (1) Roll Call
- (2) Proof of notice of meeting
- (3) Reading of minutes of preceding meeting
- (4) Reports of officers and Board
- (5) Report of management agent
- (6) Reports of Committees
- (7) Election or appointment of inspectors of election

(when so required)

- (8) Election of members of the Board (when so required)
- (9) Unfinished business
- (10) New business
- (11) Adjournment

(g) Conduct of Meeting. The President shall preside over all meetings of the Association and the Secretary shall keep the minutes of the meeting and record in a minute book all resolutions adopted by the meeting as well as a record of all transactions occurring thereat. Roberts Rules of Order (latest edition) shall govern the conduct of all meetings of the Association when not in conflict with the Declaration, these Bylaws, or Chapter 718.

Section 7. Transfer of Control of the Association. When the Unit Owners other than Developer own 15% or more of the Units

that will be operated ultimately by the Association, the Unit Owners other than Developer shall be entitled to elect not less than one-third of the members of the Board at a meeting of the members called for the purpose of electing a new Board. Unit Owners other than Developer shall be entitled to elect not less than a majority of the members of the Board three years after 50% of the Units that will be operated ultimately by the Association have been conveyed to purchasers, three months after 90% of the Units that will be operated ultimately by the Association have been conveyed to purchasers, or when all of the Units that will be operated ultimately by the Association have been completed, some of them have been sold, and none of the others are being offered for sale by Developer in the ordinary course of business, whichever event shall first occur. Developer shall be entitled to elect not less than one member of the Board as long as Developer holds at least 5% of the Units in the Condominium for sale in the ordinary course of business. After transfer of control of the Association by the Developer, and while Developer holds any Units for sale, none of the following actions (in addition to other limitations provided by Florida law) may be taken without approval in writing by Developer:

(a) assessment of Developer as a Unit Owner for capital improvements;

(b) any action by the Association that would be detrimental to the sale of Units by Developer.

ARTICLE III

BOARD OF TRUSTEES (ADMINISTRATION)

Section 1. Appointment by Developer, Number and Qualification. The affairs of the Association and the Condominium shall be governed by the Board. Until control of the Association has been transferred by Developer as provided in Section 7, Article II, Bylaws, the Board shall consist of not less than three nor more than five persons designated by Developer, none of whom need be Unit Owners or residents of the Condominium

Articles of Incorporation

Page
F1

- 1 Name
- 2 Purpose
- 3 Powers
- 4 Members
- 5 Tax Exempt Status
- 6 Directors
- 7 Officers
- 8 Indemnification
- 9 By-laws
- 10 Amendments
- 11 Term
- 12 Definitions
- 13 Subscribers
- 14 Location and Registered Agent

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F4

F5

F6

F7



at some condo law
M Apr 21, 1980

THIS PACKAGE INCLUDES THE FOLLOWING:

- A1-A14 1. Offering Circular
- B1-B49 2. Declaration of Condominium
- C1-C14 3. Plot Plan
- D1-D4 4. Percentage of Interest
- E1-E19 5. By-Laws
- F1-F7 6. Articles of Incorporation
- E1 7. Proposed Operating Budget
- H1 8. Type and Number of Units
- I1 9. Statement of Conversion Conditions
- J1-J5 10. Engineer's Certificate
- K1 11. Termite Inspection Report
- L1-L8 12. Subscription and Purchase Agreement
- M1- 13. Closing Expenses
- N1-N2 14. Escrow Agreement
- O1-O2 15. Condominium Management Agreement
- P1 16. Receipt

Quorums

1. Board Meeting (E11) - Majority of the members of the Board shall be present
2. Annual Meeting (E4) - One third of Association members in person or by proxy.
3. Amendments to By-Laws (E18) - Approval of not less than two thirds of Association members at a meeting held for that purpose
4. Amendments of Declaration (B32) - Approval of not less than two thirds of Association members at a meeting held for that purpose or written approval of 85% of Association members if a meeting is not held
5. Change in Professional Management (B35 & B34)
6. Amendment to Article of Inc. (F8) - 66% & 80% approval

JAMESTOWN CONDOMINIUM

Indian Harbour Beach, Florida

R E C E I P T

CONDOMINIUM NO. _____ IN BUILDING NO. _____
IN THE JAMESTOWN CONDOMINIUM

The undersigned as Purchaser (s) hereby acknowledge that by the execution of this Receipt that as of the date set forth hereinbelow, the undersigned received a copy of the documents hereinafter specified, to-wit:

- _____ Purchase Agreement
- _____ Declaration of Condominium with Exhibits
- _____ Plot Plan
- _____ By-Laws
- _____ Articles of Incorporation
- _____ Rules and Regulations
- _____ Estimated Operating Budget
- _____ Sales Brochure
- _____ Floor Plan of the Condominium Unit Being Sold herewith
- _____ Prospectus, i.e., Offering Circular
- _____ Management Agreement
- _____ Statement of Conversion Conditions

THIS AGREEMENT IS VOIDABLE BY BUYER BY DELIVERING WRITTEN NOTICE OF THE BUYER'S INTENTION TO CANCEL WITHIN FIFTEEN (15) DAYS AFTER THE DATE OF EXECUTION OF THIS AGREEMENT BY THE BUYER, AND RECEIPT BY BUYER OF ALL OF THE ITEMS REQUIRED TO BE DELIVERED TO HIM BY THE DEVELOPER UNDER SECTION 718.503, FLORIDA STATUTES. BUYER MAY EXTEND THE TIME FOR CLOSING FOR A PERIOD OF NOT MORE THAN FIFTEEN (15) DAYS AFTER THE BUYER HAS RECEIVED ALL OF THE ITEMS REQUIRED. BUYER'S RIGHT TO VOID THIS AGREEMENT SHALL TERMINATE AT CLOSING.

The undersigned further acknowledges that the documents above described constitute Full Disclosure under the provisions of Florida Statutes 718.503 and 718.504, and also acknowledges receipt of the items checked above as required by the Condominium Act relating to *Jamestown Condominium* physically located at 900 Jamestown Drive, Indian Harbour Beach, Florida, 32937. Place a check in the column by each item received. If an item does not apply, place "N/A" in the column.

PURCHASER

PURCHASER

Date

IN WITNESS WHEREOF, the parties have executed this Agreement

this _____ day of _____, 1978.

THE JAMESTOWN CONDOMINIUM
OWNERS' ASSOCIATION

By: _____
R. W. Foster, President

THE KLINGBEIL MANAGEMENT GROUP
CO., an Ohio corporation

By: _____
R. W. Foster, Vice President

nor officers. The members of the Board appointed by Developer shall hold office for the same term as other Board members, but may be removed at Developer's pleasure and without cause on three days written notice by Developer to the Association or by any two Board members (other than the one being removed). Developer has the right to appoint replacements for any member elected or appointed by it, who shall have resigned or been removed, without the concurrence by the Board nor the requirement of any Board or Association meeting.

After the period during which Developer has the right to designate Board members, the Board shall be composed of five persons, all of whom shall be Unit Owners at the time of election and shall be elected by the Unit Owners. Any officer of a corporate Unit Owner, or any partner of a partnership owning a Unit, shall be eligible to serve on the Board.

Section 2. Powers and Duties. Except as otherwise provided by law, the Declaration or these Bylaws, all power and authority of the Association shall be exercised by the Board. In carrying out the purposes of the Condominium Property and subject to the limitations prescribed by law, the Declaration or Bylaws, the Board, for and on behalf of the Association, shall have the following powers and duties (stated generally and not by way of limitation):

(a) Management, operation, care, upkeep, maintenance, improvement, renovation and replacement of the Common and Limited Common Elements, except to the extent specifically imposed upon the individual Unit Owners.

(b) Determination and payment of the Common Expenses of the Condominium. The Board shall have the right to make a final determination of any claim or dispute by a Unit Owner as to whether any charge or expense applies against the Unit Owner rather than the Common Elements and such determination shall be final, conclusive and binding.

(c) Establishment, maintenance and collection of and disbursement from Assessments and Common Charges from the

Unit Owners, including without limitation, amounts for working capital to meet operating expenses, a general operating reserve, a reserve fund for capital improvements, replacements, and such special assessments as may become necessary to make up any deficit in the Common Charges or Assessments for any prior year. The Board may designate an agent for the purpose of collecting Common Charges and Assessments and for the purpose of making disbursements therefrom on behalf of the Board.

(d) Employment and dismissal of personnel necessary for the maintenance and operation of the Common Elements.

(e) Adoption and amendment of Rules governing the operation and use of the Condominium Property, subject to the right of a majority in interest of the Unit Owners to amend, alter or repeal such Rules or any part thereof. So long as Developer owns any Units, Rules shall also require approval of Developer. The Board shall further have, in addition to its other remedies, the right to levy fines for violations of these restrictions and its Rules, provided that the fine for a single violation may not, under any circumstances, exceed \$50. For each day a violation continues after notice, it shall be considered a separate violation. Any fine so levied is to be considered as an Assessment and levied against the particular Unit Owner involved. Collection may be enforced by the Board in the same manner as the Board is entitled to enforce collection of Common Charges or Assessments.

(f) Opening of bank accounts on behalf of the Condominium and designating the signatories required therefor.

(g) Leasing the recreational facilities, offices and garages not owned by any Unit Owner subject to zoning ordinances and any other governmental regulations upon terms and conditions as the Board may establish.

(h) Making of repairs, additions and improvements to or alteration or restoration of the Condominium Property

in accordance with the provisions of the Declaration and Bylaws including those necessitated by damage or destruction by fire or other casualty or as a result of condemnation or eminent domain proceedings.

(i) The Board shall have the power to enforce obligations of the Unit Owners, to allocate Common Surplus and Expenses, and to do anything and everything else necessary and proper for the sound management of the Condominium, including the right to bring law suits to enforce the Rules promulgated by the Board.

Note!

(j) The Board shall employ a managing agent and/or manager for the Condominium at a compensation to be established by the Board, to perform such duties and services as the Board shall authorize, including but not limited to the duties granted to the Board as set forth above. The Board and managing agent may also share management, common expenses, facilities and equipment, personnel, and any other services with other condominiums.

(k) The Board shall have the power to obtain and maintain insurance relating to the Condominium Property.

(l) The Board shall have the power to exercise rights as provided in Article XV, Declaration.

(m) The Board shall have the power and authority to take any and all acts (including the creation of various committees of Unit Owners to discharge duties of the Board) and to do any and all things as are necessary or incidental to the implementation, enforcement or furtherance of the terms and provisions of the Florida Condominium laws, the Declaration and these Bylaws, or as may otherwise be granted to and accepted by the Board from one or more Unit Owners.

Section 3. Initial Board. Developer shall appoint the initial Board as provided in Section 1 of this Article.

Section 4. Election of Board; Vacancies. The Board shall be elected at each annual meeting of members of the Association. Only persons nominated as candidates are eligible for election as Board members. The candidates

polling the highest number of votes shall be elected.

In the event of the occurrence of any vacancy or vacancies in the Board, the remaining Board members, though less than a majority of the whole authorized number of Board members, may, by the vote of a majority of their number, fill any vacancy for the unexpired term; provided that a vacancy in the position filled by appointment of Developer shall be filled by a subsequent designation by Developer, as provided in Section 1, Article III, Bylaws.

Section 5. Term of Office; Resignation. Each Board member shall hold office until the expiration of his term and until his successor is elected, or until his earlier resignation, removal from office, death or incapacity. Any Board member may resign at any time by oral statement to that effect made at a meeting of the Board or in a writing to that effect delivered to the Secretary of the Association; such resignation shall take effect immediately or at such later time as the Board member may specify. Members of the Board shall serve without compensation. At the first annual meeting of the members of the Association after the period during which Developer may appoint the Board members, the members shall elect two Board members for a term of two years each and three Board members for a term of one year each; and at each annual meeting thereafter, the members shall elect, for comparable terms, that number of Board members that is equal to the number of Board members whose term then expires. If the number of Board members is increased, all members shall have staggered terms, so that the terms of at least three-fifths of the Board members will expire annually.

Section 6. Organization Meeting. The first meeting of the newly elected Board members shall be held within one week of election at such place as shall be fixed by the Board at the meeting at which such members were elected, and no notice shall be necessary to the newly elected members in order legally to constitute such meeting, providing a majority of all the Board members are present.

Section 7. Regular Meeting. Regular meetings of the Board

may be held at such times and places as shall be determined by a majority of the Board, but at least four such meetings shall be held during each fiscal year. Notice of regular meetings of the Board shall be given to each Board member personally, by mail, addressed to his residence, or by telephone, at least three days prior to the day for such meeting.

Section 8. Special Meetings. Special meetings of the Board may be held at any time upon call by the President, Secretary, or a majority of the Board members. Written notice of the time, place and purpose of each such meeting shall be given to each Board member either personally, by mail, or telegram at least two days before the meeting; provided, however, that attendance of any Board member at any such meeting without protesting the lack of proper notice, prior to or at the commencement of the meeting, shall be deemed to be a waiver by him of notice of such meeting. Notice may be waived in writing either before or after the holding of such meeting by any Board member, which writing shall be filed with or entered upon the records of the meeting.

Section 9. Quorum; Adjournment. At all meetings of the Board, a majority of the whole authorized number of Board constitutes a quorum for the transaction of business and the vote of a majority of the members of the Board present and voting at a meeting, at which a quorum is present, constitutes a valid act of the Board. If at any meeting of the Board there is less than a quorum present, the majority of those present may adjourn the meeting to a new date. At any such adjourned meeting at which a quorum is present, any business which may have been transacted at the original meeting may be transacted without further notice.

Section 10. Conduct of Meetings. The President shall preside over all meetings of the Board and the Secretary shall keep a minute book of the Board recording therein all resolutions adopted by the Board and a record of all transactions and pro-

ceedings occurring at such meetings. Roberts Rules of Order (latest edition) shall govern the conduct of the meetings of the Board when not in conflict with the Declaration, these Bylaws, or Chapter 718.

Section 11. Action by Unanimous Consent. If all the Board members consent in a writing, duly filed with the Secretary, to any action to be taken by the Board, which may be authorized or taken at a meeting, such action shall be as valid as though it had been authorized at a meeting of the Board.

Section 12. Removal of Board Member. Except during the period in which Developer retains the right to appoint the members of the Board, at a regular or special meeting of members of the Association duly called, any one or more of the Board, may be removed with or without cause by the vote of members entitled to exercise at least 50% of the voting power of the Association, present at the meeting, and a successor or successors to such Board member or members so removed shall then be elected by the Board to fill the vacancy or vacancies thus created. Any Board member whose removal has been proposed by the members of the Association shall be given an opportunity to be heard at such meeting.

Section 13. Fidelity Bonds. The Board shall require that all officers, directors or employees of the Association handling or responsible for Association funds provide adequate fidelity bonds. The premiums on such bonds shall be paid by the Association and shall be a Common Expense.

ARTICLE IV

OFFICERS

Section 1. Election and Designation of Officers. The Board shall elect annually at the organization meeting of each new Board, a President, one or more Vice-Presidents, a Secretary and a Treasurer. No person may be the President or Treasurer who is not also a member of the Board. The Board may also appoint an Assistant Treasurer and an Assistant Secretary and such other officers as in their judgment may be necessary.

Section 2. Term of Office; Vacancies. The officers of the Association shall hold office until the next organizational meeting of the Board and until their successors are elected, except in case of resignation, removal from office or death. The Board may remove any officer at any time, with or without cause, by a majority vote of the Board members. Any vacancy in any office may be filled by the Board at any regular meeting of the Board or at any special meeting of the Board called for such purpose.

Section 3. President. The President shall be the chief executive officer of the Association. He shall preside at all meetings of the members of the Association and at all meetings of the Board. Subject to directions of the Board, the President shall have general executive supervision over the business and affairs of the Association. He may execute all authorized deeds, mortgages, notes, contracts and other obligations of the Association and shall have such other authority and perform such other duties as may be determined by the Board or otherwise provided for in the Declaration or in these Bylaws.

Section 4. Vice-Presidents. The Vice-President shall perform the duties of the President whenever the President is absent or unable to act, and shall have such other authority and perform such other duties as may be determined by the Board. Any other Vice-Presidents shall perform such duties as may be determined by the Board.

Section 5. Secretary. The Secretary shall keep the minutes of meetings of the members of the Association and of the Board. He shall keep such books as may be required by the Board, shall give notices of meetings of members of the Association and of the Board required by law, or by these Bylaws or otherwise, and shall have such authority and shall perform such other duties as may be determined by the Board.

Section 6. Treasurer. The Treasurer shall receive and have charge of all money, bills, notes and similar property belonging to the Association, subject to direction by the

Board. He shall keep accurate financial accounts and hold the same open for the inspection and examination of the Board members and shall have such authority and perform such other duties as may be determined by the Board.

Section 8. Delegation of Authority and Duties. The Board is authorized to delegate the authority and duties of any officer to any other officer or to any committee of Unit Owners and generally to control the action of the officers and to require the performance of duties in addition to those mentioned herein.

Section 9. Compensation. No person shall receive any compensation for acting as an officer of the Association but may receive compensation for services rendered to or for the Association in any other capacity. All officers shall be reimbursed for authorized out-of-pocket expenditures which shall be paid as a Common Expense.

Section 10. Agreements, Contracts, Deeds, Checks, etc. All agreements, contracts, deeds, leases, checks and other instruments of the Condominium shall be executed by any two officers of the condominium, or by such other person or persons as may be designated by the Board.

ARTICLE V

GENERAL RIGHTS AND DUTIES OF THE ASSOCIATION

Section 1. Right of Access. Each Unit Owner shall grant a right of access to his Unit to the manager, the managing agent or any other person authorized by the Board for the purpose of making inspections, for the purpose of correcting any condition originating in said Unit and threatening another Unit or Common Elements, or for the purpose of performing necessary installations, alterations or repairs to the electrical or mechanical services or other Common Elements in his Unit or elsewhere in the Building in which the Unit is located, provided, that requests for entry are made in advance and that any such entry is at a time reasonably convenient to the Unit Owner. In case of an emergency, such right of entry shall be immediate, whether the Unit Owner is present at the time of the necessitated entry

or not.

Section 2. Special Services. The Association may arrange for the provision of any special services and facilities for the benefit of such Unit Owners or occupants, or both, as may desire to pay for the same, including, without limitation, cleaning, repair and maintenance of Units and provisions of special recreational, educational or medical facilities. Fees for such special services and facilities shall be determined by the Board and may be charged directly to participating Unit Owners or paid from the maintenance fund and levied as a special assessment due from the participants.

Section 3. Delegation of Duties. Nothing herein contained shall be construed so as to preclude the Association, through its Board and officers, from delegating to persons, firms or corporations of its choice, including any manager or managing agent, such duties and responsibilities of the Association as the Board shall from time to time specify, and to provide for reasonable compensation for the performance of such duties and responsibilities.

Section 4. Utility Service. The Association, for the benefit of all Unit Owners, may pay, as a Common Expense, the cost of water, waste removal, electricity, telephone, heat, power or any other necessary utility service for the Common Elements and the cost of water, gas, waste removal or any utilities which are not separately metered or otherwise directly charged to individual Unit Owners. However, the Association may discontinue such payments at any time, in which case each Unit Owner shall be responsible for the direct payment of his share of such expenses as shall be determined by the Board of the Association. The Association reserves the right to levy additional assessments against any Unit Owner to reimburse it for excessive use, as shall be determined by the Board by such Unit Owner of any utility service having been charged against or to the maintenance fund.

Section 5. Rental Laundry Facilities. The Association

may enter into any agreements for providing laundry facilities for the Condominium Property and any revenue derived therefrom shall be used to defray the Common Expenses incurred by the Association.

ARTICLE VI

LIABILITY AND INDEMNIFICATION

Section 1. Liability and Indemnification of Board Members and Officers.

(a) Liability-Judgment Matters. Neither the members of the Board nor the officers of the Association shall be liable to the Unit Owners, or anyone of them, for any mistake of judgment, negligence or otherwise, except for their own individual wilful misconduct or bad faith.

(b) Liability-Contracts. (1) Each Unit Owner shall release, indemnify and hold harmless each of the members of the Board against all contractual liability to others arising from contracts made by the Board on behalf of the Association unless any such contracts shall have been made in bad faith or contrary to the provisions of the Declaration, Articles or these Bylaws, and the members of the Board shall have no liability with respect thereto. It is understood and permissible for the original Board members, who are individuals appointed by the Developer, to contract with Developer and affiliated entities without being charged with self-dealing. Every contract or agreement made by the Board or any officer shall be made on behalf of the Association and shall contain a provision that no Board member, officer or Unit Owner may be held personally liable for performance or any liability under such contract or agreement.

(c) Indemnification Rights. The Association shall indemnify any person who was or is a party, or is threatened to be made a party, to any threatened, pending, or completed action or suit whether by or in the right of the Association to procure a judgment in its favor or otherwise, by reason of the fact that he is or was a trustee, manager, director, officer,

employee or agent of the Association, or is or was serving at the request of the Association as a trustee, manager, director, officer, employee, or agent of another corporation, domestic or foreign, nonprofit or for profit, partnership, joint venture, trust, or other enterprise, against expenses, including attorneys' fees, judgments, fines and amounts paid in settlement, actually and reasonably incurred by him or her in connection with such action, suit, or proceeding, to the extent and under the circumstances permitted by the General Nonprofit Corporation Law of the State of Florida. Such indemnification (unless ordered by a court) shall be made as authorized in a specific case upon a determination that indemnification of the applicable individual is proper in the circumstances because he or she has met the applicable standards of conduct set forth in the General Nonprofit Corporation Law of the State of Florida. Such determination shall be made (a) by the Board by a majority vote of a quorum consisting of Board members who were not, and are not, parties to or threatened with any such action, suit or proceeding, or (b) if such a quorum is not obtainable, or if a majority vote of a quorum of disinterested Board members so directs, in a written opinion by independent legal counsel meeting the requirements of independence prescribed by the General Nonprofit Corporation Law of Florida, or (c) by the Unit Owners, or (d) by the court of common pleas or the court in which such action, suit, or proceeding was brought.

The foregoing right of indemnification shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under the Articles, these Bylaws, any agreement, vote of Unit Owners or disinterested Board members, or otherwise, and shall continue as to a person who has ceased to be a Board member or officer and shall inure to the benefit of the heirs, executors and administrators of such a person.

The Association may pay expenses, including attorneys' fees, incurred in defending any action, suit, or proceeding referred to above, in advance of the final disposition of

such action, suit, or proceeding as authorized by the Board in the specific case, upon receipt of an undertaking by or on behalf of the Board member or officer to repay such amount unless it shall ultimately be determined that he is entitled to be indemnified by the Association as authorized in this Article.

The Association may purchase and maintain insurance on behalf of any person who is or was a trustee, manager, director, officer or employee of the Association, or is or was serving at the request of the Association as a trustee, manager, director, officer, or employee of another corporation, domestic or foreign, nonprofit or for profit, partnership, joint venture, trust, or other enterprise against any liability asserted against him or her and incurred by him or her in any such capacity, or arising out of his or her status as such, whether or not the Association would have the power to indemnify against such liability under this Article.

(d) Common Expense. Any costs, expenses or liability of the Association arising under this Article shall be a Common Expense.

ARTICLE VII

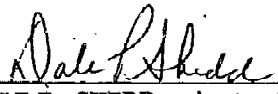
MISCELLANEOUS

Section 1. Construction of Provisions. The provisions of Bylaws shall be liberally construed to effectuate its purpose of creating a uniform plan for the development and operation of a condominium apartment community.

Section 2. Amendments to Bylaws. Until Developer has relinquished control of the Association as provided in Section 7, Article II, Bylaws, these Bylaws can be amended only by the Unit Owners with the consent of Developer and Continental. Thereafter, amendment to these Bylaws may be adopted at a meeting of the Unit Owners, held for such purpose, by the affirmative vote of the Unit Owners exercising not less than 66-2/3% of the voting power of all Unit Owners.

October 27 _____, 1978

I certify that the foregoing is a true copy of the Code of
Bylaws of Jamestown of Indian Harbor Beach Homeowners Association, Inc.



DALE P. SHEDD Asst. Secretary

State of Florida

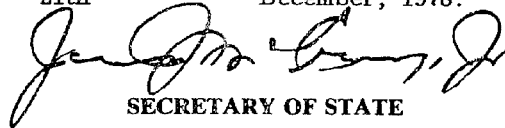
DEPARTMENT OF STATE • DIVISION OF CORPORATIONS

I certify that the attached is a true and correct copy of the Articles of Incorporation of JAMESTOWN OF INDIAN HARBOUR BEACH HOMEOWNERS ASSOCIATION, INC., a corporation not for profit organized under the Laws of the State of Florida, filed on December 20, 1978, as shown by the records of this office.

The charter number for this corporation is 745324.

GIVEN under my hand and the Great Seal of the State of Florida, at Tallahassee, the Capital, this the

21th day of December, 1978.


SECRETARY OF STATE



FILED
DEC 20 9 23 AM '78
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

EXHIBIT "P"
ARTICLES OF INCORPORATION
OF
JAMESTOWN OF INDIAN HARBOUR BEACH
HOMEOWNERS ASSOCIATION, INC.

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

ARTICLE I

NAME

The name of the corporation shall be JAMESTOWN OF INDIAN HARBOUR BEACH HOMEOWNERS ASSOCIATION, INC. For convenience, the corporation shall be referred to in this instrument as the Association. The place of business shall be 130 East Colonial Court, Indian Harbour Beach, Florida, 32937, Brevard County, Florida, and its Post Office address shall be 130 East Colonial Court, Indian Harbour Beach, Florida, 32937, or such other place as the Board of Directors may from time to time designate.

ARTICLE 2

PURPOSE

2.1 The purpose for which the Association is organized is to provide an entity pursuant to Section 718.102 of the Florida Condominium Act, Florida Statutes, Chapter 718, for the operation of Jamestown, a condominium, according to the Declaration of Condominium now or hereafter recorded in the Public Records of Brevard County, Florida, located upon land situated in Brevard County, Florida.

2.2 The Association shall issue no shares of stock of any kind, shall pay no dividends to any members, and shall make no distributions of income to its members, directors or officers. The Association may pay compensation in a reasonable amount to its members, directors and officers for services rendered, may confer benefits upon its members in conformance with its purpose, and upon dissolution or final liquidation, may make distributions to its members as permitted by the courts having jurisdiction thereof, and no such payment shall be deemed to be a dividend or a distribution of income.

ARTICLE 3

POWERS

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

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

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

- (a) To make and collect assessments against members as apartment owners, to defray the costs, expenses and losses of the condominium.
- (b) To use the proceeds of assessments in the exercise of its powers and duties.
- (c) To manage, administer, maintain, repair, replace and operate the condominium property.
- (d) To purchase insurance upon the condominium property and insurance for the protection of the Association and its members, as apartment owners.
- (e) To reconstruct improvements after casualty and to further improve the condominium property.
- (f) To make and amend reasonable Rules and Regulations respecting the use of the condominium property; provided, however, that all such Rules and Regulations and their amendments, except the Rules and Regulations adopted prior to the first members' meeting provided for in the By-Laws of the Association (hereinafter called By-Laws), shall be approved by the members of the Association at an annual or special meeting thereof, before such Rules and Regulations shall become effective.
- (g) To approve or disapprove the lease, transfer, mortgage and ownership of apartments as may be provided by the Declaration and the By-Laws.
- (h) To enforce by legal means the provisions of the Florida Condominium Act, the Declaration, these Articles, the By-Laws and the Rules and Regulations respecting the use of the property in the condominium.
- (i) To contract for the management of the condominium with a third party and to delegate to such third party all powers and duties of the Association, except over such matters as are specifically required by the Declaration to have approval of the Board of Directors or the members of the Association.
- (j) To contract for the management or operation of portions of the common elements susceptible to separate management or operation.
- (k) To employ personnel to perform the services required for proper operation of the condominium.
- (l) To operate and manage the condominium in accordance with the sense, meaning, direction, purpose and intent of the Declaration as the same may be from time to time amended and to otherwise

perform, fulfill and exercise the powers and privileges, options, rights, duties, obligations and responsibilities entrusted or delegated to it by the Declaration or By-Laws or both.

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

3.4 The powers of the Association shall be subject to and shall be exercised in accordance with the provisions of the Declaration, these Articles, and the By-Laws.

ARTICLE 4

MEMBERS

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

4.2 After receiving the approval of the Association required by the Declaration, change of membership in the Association shall be established by recording in the Public Records of Brevard County, Florida, a deed or other instrument establishing record title to an apartment in the condominium and the delivery to the Association of a certified copy of such instrument accompanied by the address of the new owner to which all notices to the member shall be sent. 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 may not be assigned, hypothecated or transferred in any manner except as an appurtenance to apartment.

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

ARTICLE 5

TAX EXEMPT STATUS

No part of the net earnings of the Association may inure to the benefit of, or be distributable to, the trustees, managers, directors, officers, employees, agents, members or other private persons, except as specifically authorized in the Regulations; it being the intent of the Association to qualify as a not-for-profit corporation under Florida law and as a "Condominium Management Association" under the following provisions of Section 528 of the Internal Revenue Code:

(a) Organized and operated to provide for the acquisition, construction, management, maintenance and care of Association property;

(b) 80 percent or more of the gross income of such organization for the taxable year consists solely of amounts received as membership dues, fees or assessments from owners of residential units;

(c) 90 percent or more of the expenditures of the organization for the taxable year are expenditures for the acquisition, construction, management, maintenance, and care of association property;

(d) No part of the net earnings of such organization inures (other than by acquiring, constructing, or providing management, maintenance, and care of Association property, and other than by a rebate of excess membership dues, fees, or assessments) to the benefit of any private shareholder or individual; and

(e) Such organization elects (at such time and in such manner as the Secretary by regulation prescribes) to have this section apply for the taxable year.

ARTICLE 6

DIRECTORS

6.1 The affairs of the Association will be managed by a board consisting of the number of directors determined by the By-Laws, but not less than three (3) directors, and in the absence of such determination shall consist of three directors. Directors need not be members of the Association.

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

6.3 The first election of directors shall be held within sixty (60) days after the unit owners, other than the developer, are entitled to elect a member or members to the Board of Directors in accordance with Chapter 718 of the Florida Statutes. The directors named in these Articles shall serve until the first election of directors, and any vacancies in their number occurring before the first election shall be filled by the remaining directors.

6.4 The names and addresses of the members of the first Board of Directors, who shall hold office until their successors are elected and have qualified, or until removed, are as follows:

<u>Name</u>	<u>Address</u>
Dale P. Shedd	5900 Prince James Drive Springfield, Virginia 22152
Phillip Zimmerman	130 East Colonial Court Indian Harbour Beach, Florida 32937
Tom Powell	5900 Prince James Drive Springfield, Virginia 22151

ARTICLE 7

OFFICERS

The affairs of the Association shall be administered by the officers designated in the By-Laws. The officers shall be elected by the Board of

AMENDMENT TO DECLARATION
OF CONDOMINIUM FOR
THE JAMESTOWN CONDOMINIUM

This Amendment to Declaration of Condominiums made this 7th day of May, 1979, by JAMESTOWN OF INDIAN HARBOR BEACH CO., an Ohio corporation, its successors and assigns, with its principal place of business at 42 East Gay Street, Columbus, Ohio 43215, hereinafter referred to as "Developer".

WHEREAS, the Developer filed its Declaration of Condominium of The Jamestown Condominium, dated October 23, 1978, and recorded in Official Records Book 2001 at Page 581 of the Public Records of Brevard County, Florida; and

WHEREAS, it has been discovered that a scrivener's error exists in the legal description of the property submitted to condominium ownership; and

WHEREAS, the Developer desires to amend the legal description of the condominium property to correct such scrivener's error.

NOW, THEREFORE, the Developer does hereby make the following amended Declaration:

The Developer, for itself and on behalf of its successors and assigns, hereby submits the Land lying and being in Brevard County, Florida, owned in fee simple by Developer, together with all buildings and improvements thereon, and all rights and easements appurtenant thereto, including those created hereafter, to the provisions of Chapter 718, and which is hereby submitted to the condominium form of ownership and is legally described as follows:

From the Southwest corner of the Northwest Quarter of the Southwest Quarter of Fractional Section 12, Township 27 South, Range 37 East, run North 1 degree, 20 minutes, 01 seconds West along the West line of said Fractional Section 12 a distance of 41.68 feet to the Northwest corner of the South 80.0 acres as described in Deed Book 416, Page 111 of the Brevard County, Florida Public Records; said corner being 0.90 feet North of an iron pin at the Northwest corner of Seacoast Shores, Unit 5, Section 3 as recorded in Plat Book 16, Page 56, aforesaid Public Records; thence North 89 degrees, 29 minutes, 00 seconds East along the aforesaid North line of Deed Book 416, Page 111 a distance of 1492.94 feet to the Point of Beginning; run thence North 00 degrees, 31 minutes, 00 seconds West a distance of 515.30 feet to the P.C. of a curve concave to the East having a radius of 50 feet and a central angle of 151 degrees, 02 minutes, 40 seconds; thence from a tangent

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bearing of North 76 degrees, 02 minutes, 20 seconds West run 131.81 feet along the arc of said curve to the P.T.; thence from a tangent bearing of North 75 degrees, 00 minutes, 20 seconds East run North 00 degrees, 31 minutes, 00 seconds West a distance of 72.03 feet to a point on the South right-of-way curve of Palm Springs Blvd., a 90 foot wide street; said curve being concave to the North having a radius of 509.99 feet and a central angle of 2 degrees, 25 minutes, 04 seconds; thence from a tangent bearing of South 88 degrees, 07 minutes, 20 seconds East run 21.52 feet along said curve to the P.T.; thence continue along the aforesaid proposed south right-of-way North 89 degrees, 27 minutes, 36 seconds East a distance of 390 feet to a point South 89 degrees, 27 minutes, 36 seconds West a distance of 314 feet from the West right-of-way of State Road A-1-A; thence South 12 degrees, 26 minutes, 05 seconds East parallel with the said S.R. right-of-way a distance of 698.95 feet to a point on the aforesaid North line of Deed Book 416, Page 111; thence South 89 degrees, 29 minutes, 00 seconds West a distance of 555.86 feet to the Point of Beginning. Contains 7.82 acres, more or less, being in Brevard County, Florida.

TOGETHER with a non-exclusive, perpetual easement for access to the beach and the Atlantic Ocean, located along and over the northerly five (5) feet (running from the East right-of-way line of State Route A-1-A to the Atlantic Ocean and the beach) of the following described property, to-wit:

From the Point of Intersection of the East right-of-way of State Road A-1-A and an Easterly projection of the North line of the South 80.0 acres of Fractional Section 12, Township 27 South, Range 37 East as described in Deed Book 416, Page 111, Brevard County, Florida Public Records (said line being parallel with, and 0.90 feet North of the Easterly projection of the North line of Sea Coast Shores, Unit 5, Section 3, as recorded in Plat Book 16, Page 56, aforesaid Public Records) run North 12 degrees, 26 minutes, 05 seconds West along the aforesaid right-of-way 499.12 feet to the Point of Beginning; run thence North 89 degrees, 27 minutes, 36 seconds East parallel with the Quarter section line of aforesaid Fractional Section 12 a distance of 260 feet, more or less to the present bluff line of the Atlantic Ocean; return to the Point of Beginning and run thence North 12 degrees, 26 minutes, 05 seconds West along the aforesaid right-of-way 200.00 feet; thence North 89 degrees, 27 minutes, 36 seconds East parallel with the aforesaid Quarter section line 260 feet, more or less to the aforesaid present bluff line, thence Southerly along said line to close on the first call aforesaid, being in Brevard County, Florida.

2. Except as expressly modified herein, all of the remaining terms and conditions of the original Declaration of Condominium herein referenced

shall continue to remain in full force and effect.

IN WITNESS WHEREOF, the above stated Developer has caused these presents to be signed and sealed this 7th day of May, 1979.

Signed, sealed and delivered in the presence of:

JAMESTOWN OF INDIAN HARBOR BEACH CO.

Linda R. Slaughter

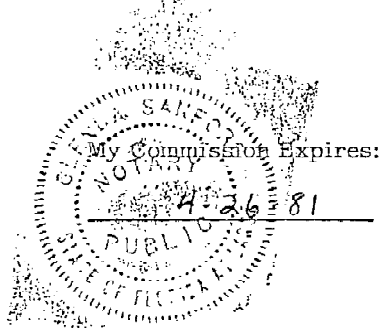
By: P. E. Zimmerman
P. E. Zimmerman, Vice-President

Glenda Sanford

STATE OF FLORIDA
COUNTY OF BREVARD

BEFORE ME, the undersigned Notary Public, this day personally appeared P. E. ZIMMERMAN, Vice-President of JAMESTOWN OF INDIAN HARBOR BEACH CO., a corporation authorized to do business in the State of Florida, and to me well known and known to be such officer of said corporation and he acknowledged before me that he executed the foregoing Amendment to Declaration of Condominium freely and voluntarily for and on behalf of said corporation, for the uses and purposes therein mentioned and intended, and with full and specific authority of the Board of Directors of said corporation in that behalf.

WITNESS my signature and official seal this 7th day of May, 1979, at Melbourne, Brevard County, Florida.



Glenda Sanford
Notary Public

This instrument prepared by:
Hubert C. Normile, Jr., Esq.
432 North Harbor City Boulevard
Melbourne, Florida 32935

Directors at its first meeting following the first meeting and following each annual meeting of the members of the Association and shall serve at the pleasure of the Board of Directors. Vacancies shall be filled by the Board of Directors. These names and addresses of the officers who shall serve until their successors are elected by the Board of Directors are as follows:

<u>Officer</u>	<u>Name</u>	<u>Address</u>
PRESIDENT	Tom Powell	5900 Prince James Drive Springfield, Virginia 22151
VICE PRESIDENT	Dale P. Shedd	5800 Prince James Drive Springfield, Virginia 22151
SECRETARY-TREASURER	Phillip Zimmerman	130 East Colonial Court Indian Harbour Beach, Florida

The directors and officers may lawfully and properly exercise the powers set forth in Article 9 hereof, notwithstanding the fact that some or all of them, who may be directly or indirectly involved in the exercise of such powers and the negotiation and/or consummation of agreements executed pursuant to such powers, are some or all of the persons with whom the Association enters into such agreements or who own some or all of the proprietary interest in the entity or entities with whom the Association enters into such agreements, and all such agreements shall be presumed conclusively to have been made and entered by the directors and officers of this Association in the valid exercise of their lawful authority.

ARTICLE 8

INDEMNIFICATION

Every director and every officer of the Association shall be indemnified by the Association against all expenses and liabilities, including attorneys' 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, unless said director or officer is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties; provided, however, that in the event of a settlement, this indemnification shall be given only when the Board of Directors approves such settlement and reimbursement as being in the best interests of the Association. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such director or officer may be entitled.

ARTICLE 9

BY-LAWS

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

ARTICLE 10

AMENDMENTS

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

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

10.2 A resolution for the adoption of a proposed amendment may be proposed either by the Board of Directors or by a writing signed by ten percent (10%) of 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 of the proposed amendment in writing, providing such approval is delivered to the Secretary at or prior to the meeting. Except as elsewhere provided, in order to be adopted, such amendments must be approved:

(a) by not less than sixty-six and two-thirds percent (66-2/3%) of the entire membership of the Board of Directors and by not less than sixty-six and two-thirds percent (66-2/3%) of the votes of the entire membership of the Association; or

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

10.3 Provided, however, that no amendment shall make any changes in the qualifications for membership nor the voting rights of members, nor any change in Section 3.3 of Article 3 hereof, without the approval in writing of all members and all record owners of mortgages upon the apartment units. No amendment shall be made that is in conflict with the Florida Condominium Act or the Declaration of Condominium.

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

ARTICLE 11

TERM

The term of the Association shall be perpetual unless JAMESTOWN, a condominium, is terminated. In the event of such termination, the Association shall be dissolved in accordance with Florida law.

ARTICLE 12

DEFINITIONS

12.1 The definitions contained in the Florida Condominium Act are hereby adopted to the extent that such definitions are applicable to those Articles of Incorporation.

12.2 The term "Developer" means The Klingbeil Company, qualified to do business in Florida.

12.3 The term JAMESTOWN, a condominium, means the condominium property whose Declaration of Condominium is executed by the Developer and in which Declaration this Association is designed as the operating entity.

ARTICLE 13

SUBSCRIBERS

The name(s) and address(es) of the subscriber(s) of these Articles

of Incorporation are as follows:

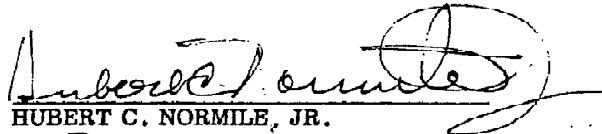
<u>Name</u>	<u>Address</u>
Hubert C. Normile, Jr.	482 N. Harbor City Boulevard Melbourne, Florida 32935
Richard W. Foster	5900 Prince James Drive Springfield, Virginia 22152
Phillip Zimmerman	130 East Colonial Court Indian Harbour Beach, Florida 32937

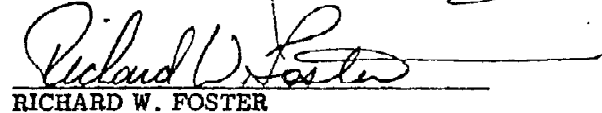
ARTICLE 14

LOCATION AND REGISTERED AGENT

The address of the initial business office of the corporation is 130 East Colonial Court, Indian Harbour Beach, Brevard County, Florida, 32937. The name of the initial Registered Agent of the corporation is Hubert C. Normile, Jr., an individual resident in Florida, whose business office is 482 N. Harbor City Boulevard, Melbourne, Florida, 32935.

IN WITNESS WHEREOF, the subscribers have affixed their signatures this 27th day of October, 1978.

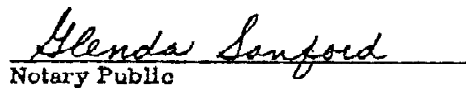

HUBERT C. NORMILE, JR.


RICHARD W. FOSTER


PHILLIP ZIMMERMAN

STATE OF FLORIDA
COUNTY OF BREVARD

BEFORE ME, the undersigned Notary Public, personally appeared HUBERT C. NORMILE, JR., RICHARD W. FOSTER, PHILLIP ZIMMERMAN, who after being first duly sworn, acknowledged that they executed the foregoing Articles of Incorporation for the purposes expressed in such Articles, this 27th day of October, 1978.


Notary Public

My Commission Expires:

4-26-81

118
JAMESTOWN CONDOMINIUM
PROPOSED OPERATING BUDGET
FIRST FULL YEAR OF OPERATION

INCOME

Common Charges		\$128,596
Townhome Special Assessment		1,728
Miscellaneous Income:		
Laundry	\$ 3,000	
Interest	500	
Miscellaneous	<u>6,000</u>	<u>9,500</u>
 TOTAL INCOME		 \$139,824

EXPENSES

	<u>Yearly</u>	<u>Monthly</u>
<u>Administrative:</u>		
Superintendent	\$ 15,000	\$ 1,250
Office	1,000	83.33
Management Fee (\$7.00x144 units x 12 months)	12,096	1,008.00
Legal and Audit	1,500	125.00
Total Administrative Expenses	<u>\$ 29,596</u>	<u>\$ 2,466.33</u>
<u>Operating Expenses:</u>		
Building Repairs	\$ 4,000	\$ 333.33
Hallway Cleaning and Supplies	8,000	666.66
Pool Repairs and Supplies	3,000	250.00
Road Repairs	1,000	83.33
T. V. Cable:		
Maintenance Contract	900	75.00
Service Fee	3,672	306.00
Scavenger Service	6,180	515.00
Exterminating Service:		
Termite Contract	400	33.33
Pest Control	2,592	216.00
Lawn Service	6,000	500.00
Grounds Supplies	3,000	250.00
Miscellaneous	2,256	188.00
Total Operating Expenses	<u>\$ 41,000</u>	<u>\$ 3,416.65</u>
<u>Fixed Expenses:</u>		
Water and Sewer	\$ 28,000	\$ 2,188.88
Gas	12,000	1,000.00
Electricity	9,000	750.00
Insurance	10,000	833.33
Miscellaneous Taxes	500	41.66
Total Fixed Expenses	<u>\$ 57,500</u>	<u>\$ 4,791.65</u>
<u>Reserves:</u>		
Exterior Painting	\$ 6,000	\$ 500.00
Roofing	2,000	166.66
Streets and Parking Lots	1,000	83.33
Swimming Pool	1,000	83.33
Townhome Hot Water Tanks	1,728	144.00
Total Reserves	<u>\$ 11,728</u>	<u>\$ 977.32</u>
 TOTAL EXPENSES	 \$139,824	 \$11,651.95
 NET	 -0-	 -0-

JAMESTOWN CONDOMINIUM

Type and Number of Units

<u>Type</u>	<u>Number</u>
One bedroom, one bath Garden Unit	24
One bedroom, one and one-half bath Townhouse Unit	7
Two bedroom, one bath Garden Unit	24
Two bedroom, one bath with den Garden Unit	24
Two bedroom, one and one-half bath Townhouse Unit (approximately 960 sq. ft.)	34
Two bedroom, one and one-half bath Townhouse Unit (approximately 1,088 sq. ft.)	14
Three bedroom, one and one-half bath Townhouse Unit	7

STATEMENT OF CONVERSION CONDITIONS

Pursuant to Rule 7D-18.03 of the Rules of the Department of Business Regulation, Division of Florida Land Sales and Condominiums, the following statement is provided:

1. The Jamestown Condominiums were originally an apartment complex known as the Jamestown Apartments. The Jamestown Apartments were constructed in the summer of 1965. The type of construction is concrete block with stucco exteriors and brick facade.
2. The condition of the roof and the mechanical, electrical, plumbing and structural elements are as indicated on the engineer's certificate attached hereto and marked Exhibit "A".
3. As a result of modifications in building codes since the date of the original construction, The Jamestown Condominium does not in all respects comply with existing codes and the deficiencies thereof are listed and described in the engineer's certificate attached hereto and marked Exhibit "A".

EXHIBIT "A" TO STATEMENT OF CONVERSION CONDITIONS
MIORELLI ENGINEERING, INC.

7607 Coral Drive
West Melbourne, FL 32901
305 - 723 - 5661

December 21, 1978

Mr. Hubert C. Normile, Jr., Attorney-at-Law
482 North Harbour City Blvd.
Melbourne, Florida 32935

Subject: Jamestown Apartments
Inspection Report and
Certification

Dear Mr. Normile:

On this date I inspected twelve (12) apartments at Jamestown Apartments, one in each of the twelve (12) buildings. Based on this sample I certify as follows:

1. Structural condition of the buildings is basically sound; however there are several common items in need of attention. They are:
 - a. All steel exterior stair stringer channels are excessively corroded.
 - b. Wood posts supporting rear balconies are rotted at the base.
 - c. Several fabricated steel posts supporting rear balconies have rusted off at the bottom.
 - d. Rear balcony decking is rotted in several places.
 - e. Several apartment stair handrails were not properly anchored. Several townhouse stair rails were not securely fastened.
 - f. The masonry fire stop walls in the attics are not constructed tight to the underside of the roof sheathing.
2. Plumbing was found to be in working order except for one bath tub faucet which was stuck shut.

Page 1 of 5 Pages

· STRUCTURAL DESIGN · CIVIL ENGINEERING · GENERAL CONTRACTING ·

3. Mechanical systems (Air Conditioners and Gas Heaters) were generally found to be operable in both, heating and cooling, modes. There was one unit under repair at the time of inspection. It was not in operation.

The difference in temperature between the hot gas line versus the return cold gas line was almost imperceptible, indicating a low efficiency of the cooling system.

Several gas burner stacks, for both the furnaces and the water heaters, were not connected as a flue system and the systems were not connected to the exhaust jack. Also, several roof jacks were rusted away.

4. Electrical systems are operable. Several panels in the sample has loose main line connections.
- X5. Roofing on the main buildings is in good shape, the shingles having been replaced in the past two (2) months with new Class "A" asphalt shingles. The built-up roof areas were repaired as required on the main buildings. The car-port roofs were found to be in good shape, except for the galvanized flashing which was in various states of deterioration from completely rusted through or beginning to rust. All the flashing is loose. The galvanized gravel stops are deteriorated and/or improperly installed in several places allowing water to leak into the buildings. There is rotten wood under the flashing and gravel stop faults.
6. Code compliance with present building codes is discussed below.

City of Indian Harbour Beach is enforcing the Standard Building Code, 1976 Edition with '77 '78 amendments. The Jamestown Apartments were built in 1963 or 1964,

Code Para. 403.2 Tenant separation to be not less than one hour fire resistant. The two story apartments therefore should have a one hour rated floor/ceiling. A system consisting of 1/2" type "X" or 5/8" type "X" gypsum board ceiling on wood joists at 16" on centers with nominal one (1) inch sub-floor and nominal one (1) inch wood finish floor will meet the requirement. I was not able to verify the construction without cutting into the structure.

Code Para. 403.3 Separation between townhouses shall provide:

- a. Two (2) hour fire resistance.
- b. Two (2) hour wall shall extend to the underside of the roof and the roof shall have one hour fire resistance four (4) feet on each side of the wall.
- c. Structural integrity independent of the unit on the opposite side of the wall.

These units donot qualify under a, b, and c above.

Code Section 508 Accessibility for the Physically Handicapped. The buildings were not designed to provide for the physically handicapped. The following items are required to meet this section.

1. Provide and mark seven parking spaces, twelve (12) feet wide.
2. Provide curb ramps at each building from the parking lot surface to the sidewalk surface. Ramp to be four feet (4') wide minimum and be sloped one (1) in twelve (12) maximum.
3. Ramps similar to sidewalk ramps are required at entrances to buildings. (The number of buildings is not defined, but could be interpreted to mean all buildings including the office building.)
4. Inside the buildings at ground level only:
 - a. Corridors shall be forty-four (44) inches wide except inside the units may be thirty-six (36) inches wide.
 - b. Doorways at ground level shall be a minimum of thirty-two (32) inches clear width. (The ANSI A 1171 Code provides for twenty-nine (29) inches clear width which will allow use of a thirty-two (32) inches nominal door and is acceptable to the Standard Code.)
5. Common facilities such as the pool are also governed by these access provisions; that is, no abrupt grade changes, and width of openings.

Code Para. 702.3 Partitions along public hallways shall be of not less than one hour fire resistance. I was not able to verify this without damaging the walls. The walls must be constructed of one layer of 5/8" type "X" gypsum wallboard on each side of 3-5/8" studs, or be of 8" masonry construction. (See also 1105.3 (i), and 1106 (b).)

Code Para 703.9 Fire dampers meeting the requirements of U.F. 555 are required at the ceiling of each story in the apartments in buildings 1, 2, 5, 6, 11 and 12 to fire stop the combustion air stacks. The six (6) buildings are not in compliance because dampers are not installed.

Code Section 705 Firestopping. All openings around exposed pipes shall be filled with a non-combustible material. This is required around the pipes of various kinds penetrating the floors and ceilings on both stories of Building 1, 2, 5, 6, 11 and 12 inside the furnace and water heater rooms. (see 705 (c).) The buildings are not in compliance because the openings are not filled as required.

Firestopping walls are required to separate each 3,000 square feet of attic space. They are required to be tightly built against the combustible roof assembly. The existing partitions are not tightly built as required (see 705 (h)) and, therefore all buildings are not in compliance.

Code Chapter XI Means of Egress. Doorway off the stairways shall be one (1) hour fire rated. The existing doors are not rated. (see 1106 (f).)

All handrails are not in compliance with forty-two (42) inches height requirement and the wood rails do not meet the stile spacing or bottom rail minimum dimensions (see 1108 (b)). Further, the wood stair rails do not meet the strength requirements of 1204.2.

The main entry stairs in buildings 1, 2, 5, 6, 11 and 12 do not comply with one hour fire protection and the unencumbered area requirements of 1115.1 (d) and (e), because the wood stairways have a closet under the stairs.

Doors leading into the main entry corridor from the apartments in Buildings 1, 2, 5, 6, 11 and 12 do not have self closers as required by 1117.1 (f).

Very few of the units have a smoke detector and audible alarm as required by Section 1127 for each living unit.

For the above reasons the buildings are not in compliance.

Code Chapter XII. Minimum Design Loads were not checked for compliance since I have no knowledge of who designed the structures, nor do I have any construction drawings available.

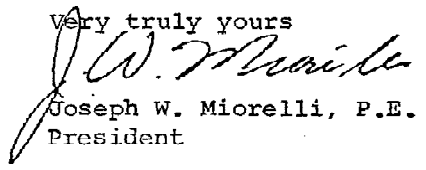
Chapters XIII through XIX apply to construction of the various elements and for the most part the work is all concealed making it unfeasable to review.

Chapter XX Light, Ventilation and Sanitation and Chapter XVII Glass present no code problems. The remaining chapters to the Standard Building Code are not applicable.

Appendix J. Energy Conservation The buildings are not in compliance. They require a great deal more insulation than is now provided. The attic floors have about three (3) inches of blown-in mineral wool on the floor and the exterior masonry walls apparently have no insulation.

I certify that I have personally inspected the sample units of the Jamestown Apartments and that the conditions are as stated above.

Very truly yours


Joseph W. Miorelli, P.E.
President

JWM/dp



ORKIN WOOD INFESTATION REPORT

Branch Name Cocoa, FL Date 8-30-78
 Address 3006 S. Dixie Hwy Property Address 900 Jamestown Ave.
Rockledge, FL 32955 City Indian Harbor Beach, FL 32937
 City State Zip City State Zip
 Phone Number AC 305 / 723 9422 Customer's Phone AC /
 PCO License No. 822 Case Number /

SCOPE OF EXAMINATION
THIS EXAMINATION AND REPORT IS MADE AND ACCEPTED BY CUSTOMER WITHOUT WARRANTY OR GUARANTEE OF ANY KIND, EITHER EXPRESSED OR IMPLIED.

Pest control operator has, at the request of the customer, caused the building at the above stated address to be inspected. The observations of the inspector and the date of this inspection are indicated below. Said inspection was limited to a visual inspection of accessible areas and/or sounding of accessible areas and of accessible structural members. No inspection has been made for infestation in areas concealed by dirt fills, siding, rugs, insulation, etc. or that requires the removal thereof. Because of the characteristics and behavior of various termites and other wood destroying organisms, it is not always possible to determine the presence of infestation without extensive probing, and in some cases the actual dismantling of parts of the structure being inspected. Previous damage to trim, wall surface, etc. is frequently repaired with putty, spackling, tape or other decorative devices and this concealment or repair of damage would not be discovered except by probing which would mar the surface appearance. This has not been done. The inspection set forth below has been made on the basis strictly of visual evidence and is issued without expressed or implied warranty or guaranty. The pest control operator has made such inspection as an accommodation to customer and in consideration thereof it is agreed by and between the parties hereto, those parties being the customer and the pest control operator, that pest control operator is not an insurer against wood infesting termites and

other wood destroying organisms; that the report fee is a very nominal fee and is not an insuring fee; and that from the nature of the inspection services to be rendered, it is impracticable and extremely difficult to fix the actual damages, if any, which might proximately result from a failure on the part of the inspector to perform the services that would be involved in inspecting areas that would not be readily accessible; pulling up carpets, extensive probing, etc. Therefore, in the event it should subsequently turn out that there might have been termites or other wood destroying organisms at the time of the inspection and there is resulting loss or damage to the party for whom this inspection is being made and who is paying the report fee, the liability of the pest control operator shall be limited to and fixed as a sum equal to the amount of the report fee. Said amount shall be the only damages that can be claimed or obtained by the person to whom this report is being made, or by any person or persons in privity thereto and shall constitute liquidated damages.

The parties hereto do covenant and agree that there are no verbal understandings, representations, or statements changing or modifying any of the terms or provisions of this inspection report and that all terms, conditions and provisions thereof are contained herein in writing.

A qualified representative of this Company has inspected the property located at the above address and reports the following:

- A. AREAS INSPECTED: Crawl Space Attic Tub Trap Building Interior Building Exterior

REMARKS:

B. INFESTATION or CONDITION (as of inspection date)		CHECK ONE		CHECK ONE	
		YES	NO	YES	NO
1. There is visible evidence of active infestation of:					
A. Termites	<input type="checkbox"/>	<input checked="" type="checkbox"/>			
B. Other wood destroying organisms	<input type="checkbox"/>	<input checked="" type="checkbox"/>			
(Describe)					
2. There is visible evidence of previous infestation of:					
A. Termites	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>			
B. Other wood destroying organisms	<input type="checkbox"/>	<input checked="" type="checkbox"/>			
(Describe)					
3. There is visible evidence of conditions or construction					
conductive to infestation (earth-wood contact, faulty					
grades, insufficient ventilation, etc.)					
If yes, describe on graph attached	<input type="checkbox"/>	<input checked="" type="checkbox"/>			
C. DAMAGE					
1. There is visible evidence of damage to structural items					
(columns, girders, sills, joists, plates, headers, stairs,					
porch supports, rafters, etc.)					
If yes, describe on graph attached	<input type="checkbox"/>	<input checked="" type="checkbox"/>			
2. There is visible evidence of damage to other construction					
(exterior porch floors and steps, door and window sills,					
jambs, siding, subflooring, etc.)					
If yes, describe on graph attached	<input type="checkbox"/>	<input checked="" type="checkbox"/>			

D. TREATMENT
 1. Orkin has treated the premises for:
 Subterranean Termites Drywood Termites
 Powder Post Beetles/Wood Borers
 Other Wood Destroying organisms
 If other, describe _____
 Date Treated 2-76

E. GUARANTEE
 1. The premises are presently under guarantee by Orkin:
 For control of: subterranean
 2. Orkin Guarantee Number 0747747
 In name of: Jamestown of Indian Harbor Beach
 Date _____
 3. Renewal paid and contract in force until 2-79
 Month Year

This report does not include detached garages, sheds, lean-tos, fences, or other buildings on the property unless specifically noted here:

I hereby certify that I, nor the Company for whom I am acting, have had, presently have, or contemplate having any interest in the property involved.
 Inspector [Signature] Date 9-6-78
 Branch Manager [Signature] Date 9-6-78
 We have read the above and foregoing report and understand all of the terms and conditions thereof, including the scope thereof and limitations thereof and do accept the same and agree to pay the report charge and agree to all terms and conditions thereof.
 Accepted By: _____ Date 9-6-

This report is null and void unless signed and agreed to by the purchaser.
 Purchaser's Signature _____ Date _____ \$ -0- Report Fee

Copies To: _____ FHA _____ VA _____ OWNER _____ AGENT _____ BUYER _____ MORTGAGEE
 Portions of this report have copyright reserved by Texas Pest Control Association 19-130-4 REV 3/77

OTHER CONDITIONS: All Agreements must be in writing, verbal representations are invalid and non binding. If none, write none:

This offer is subject to acceptance by Seller. If Seller does not accept this offer, Buyer's deposit will be returned and this offer shall become null and void. Upon acceptance by Seller, this agreement shall become a firm and binding contract, subject to the herein stated terms and conditions.

WITNESS our hand and seal this _____ day of _____, 19_____.

Buyer

Buyer

By: _____
Sales Representative

The within offer is hereby accepted this _____ day of _____, 19_____, subject to the herein stated terms and conditions.

SELLER

By: _____

GENERAL TERMS AND CONDITIONS

1. Mortgage Loan. The Buyer shall make prompt, diligent and truthful application to a lending institution designed by the Seller, or to such other lending institution as the Seller may approve in writing and shall, without delay, furnish to the Seller, or such lending institution, such information or other materials as may be required by such lending institution in connection with the Buyer's application for a mortgage loan in the amount shown on page one of this Contract, at an interest rate within the legal limits and consistent with current available rates.

In the event the Buyer is unable to obtain approval and qualifications for the mortgage loan aforesaid, or if the Lender refused to consummate and make the loan after commitment is issued, the Seller shall have the option to cancel and terminate this Agreement and return the deposit to to the Buyer, less any actual expenses incurred in processing the loan application and credit check, unless the Buyer, by prompt written advice to the Seller, elects to perform this Agreement without the benefit of such mortgage loan. In the event the Lender refuses to consummate the loan to the Buyer as a result of Buyer's failure to comply with the terms of their commitment, then this Agreement, at the option of the Seller, may be declared cancelled and terminated and the deposit retained by the Seller as liquidated damages. All Buyers will complete and submit all mortgage or credit applications, or other similar forms, provided by the Seller or the Lender promptly within fifteen (15) days of this Contract. Should the Buyer fail to do so, then this Agreement, at the option of the Seller only, may be declared cancelled and terminated, and the deposit retained by the Seller as liquidated damages.

2. Unit Owners Association. A unit owner's association, all of whose members shall be all of the owners of condominium units, has been established for the purpose of managing, operating and maintaining the common elements of the condominium. Each owner of a condominium unit will be a member of this association and will be fully subject to the provisions of the Declaration of the condominium and the By-Laws and rules and regulations of the unit owners association.

3. Alteration of Condominium Documents. No substantial changes shall be made to the Declaration or By-Laws prior to the settlement on the sale of his condominium unit without the prior written consent of the Buyer.

4. Title. The condominium unit is sold free of encumbrance except as aforesaid. Title is to be good, merchantable and insurable at regular rates subject, however to covenants, easements, conditions and restrictions of record, including, but not necessarily limited to those appropriate to the establishment of a condominium property regime for the project, otherwise, all sums deposited by the Buyer pursuant to this Agreement are to be returned and this Agreement shall become void and of no effect, but if any defect arises of such a character as may be remedied by legal action, then this Agreement shall terminate only upon the Seller's failure to remedy the defect within a reasonable time, not exceeding thirty (30) months after the date of this Agreement.

The premises are sold subject to easements, if any, created or to be created prior to or after settlement in favor of utility companies, municipal authorities and for the installation of utilities or street lights, television antenna cable and towers, and/or additional covenants, restrictions or easements which may be placed on record by the Seller after execution hereof for the benefit of JAMESTOWN CONDOMINIUM.

5. Display Materials. Furniture, wallcoverings, furnishings, landscaping or the like, as shown in or about any model condominium unit are for display purposes only and are not considered a part of such unit for purposes of this Agreement.

6. Custom Finishing. Items in the nature of "custom finishing", optional items, refurbishing, decorating, repair or the like which are not standard to the model condominium unit, may be affected by and at the cost of the Buyer only with the prior written consent of the Seller, and under such conditions as the Seller may establish. Failure or delay in the installation or completion of any such item which does not materially effect the habitability of the unit shall not be a bar to settlement hereunder or grounds for the postponement thereof, beyond the time otherwise appointed by the Seller in accordance with the provisions hereof.

7. Conveyance of Title. The Seller agrees to convey to the Buyer a good and sufficient special warranty deed for said condominium unit.

Within thirty (30) days after the Seller, or its agents, has mailed to Buyer notice in writing that the Seller will be prepared to tender title and possession of the condominium unit on a day certain, the Seller and the Buyer are required and agree to make full settlement in accordance with the terms hereof at the time and place specified by the Seller. In the event the Buyer shall fail to make full settlement, or shall default in any of the payments or obligations called for in this Agreement, and such default shall continue for fifteen (15) days after notice by the Seller or its agents to the Buyer, then at the option of the Seller, this Agreement shall become void and of no effect and any amounts paid toward the purchase price may be retained by the

Seller as liquidated damages, or the Seller may elect not to forfeit the deposit, but to pursue any other legal and/or equitable remedies available to it, in which event, it may retain the deposit while pursuing such remedies. Deposit to the account of the Seller of the aforesaid purchase price, the deed of conveyance for execution, and such other papers as are required of either party by the terms of this Agreement, shall be considered good and sufficient performance of the terms hereof. Time shall be considered of the essence in this Agreement.

In the event Seller does not notify the Buyer that it is prepared to tender title and possession of the condominium unit within twenty-four (24) months of the date hereof, then either party, by delivery of notice in writing to the other, shall have the option to withdraw from this Agreement, whereupon any amounts theretofore paid by the Buyer to the Seller pursuant to the terms hereof shall be returned to the Buyer and all rights and liabilities of the parties hereunder shall cease and terminate. Any delay caused by the act of default of the Buyer shall extend the time for performance hereinabove referred to for the period of such delay. Delays caused by weather, actions of governmental bodies, acts of God, strikes or other causes beyond the control of the Seller, shall extend the time required for the Seller's performance, but in no event later than thirty (30) months from the date hereof.

At Seller's option, Buyer may be permitted to delay settlement not in excess of thirty (30) days after appointed settlement date by paying to Seller Twenty-Five Dollars (\$25.00) per day to defray carrying costs; said added cost per day to be payable at, and as part of settlement. Requests for deferment must be in writing from Buyer and agreed to in writing by Seller.

8. Closing and Settlement Fees. Buyer shall be responsible for all closing costs, including but not limited to recording fees, documentary tax, surtax and title insurance. In the event Buyer seeks mortgage financing, all expenses related thereto, including origination and survey fees, shall be the responsibility of Buyer.

9. Adjustments. Taxes and assessments for common expenses of the condominium are to be adjusted to the date of closing. Taxes shall be prorated based on the current year's tax with due allowance being made for the maximum allowable discount and for homestead and other exemptions, if allowed for said year. If the closing occurs at a date when the current year's taxes are not fixed and the current year's assessment is available, taxes will be prorated based upon such assessment and the prior year's millage. If the current year's assessment is not available, then the taxes will be prorated on the prior year's tax.

10. Risk of Loss. Possession is to be delivered to Buyer at closing. The risk of loss or damage to the condominium unit by fire or other casualty is assumed by the Seller until such date.

11. Assignment. The rights of the Buyer hereunder are not assignable without the prior consent in writing of the Seller. The fact that the Seller refuses to give its consent to an assignment will not give rise to any claim for damages against the Seller.

12. Access or Entry. The Buyer may not have access or entry to the condominium unit or the condominium project prior to settlement, nor may he store any of his possessions in or about the condominium unit or the condominium project prior to the settlement of this Agreement and delivery of possession to the Buyer.

13. Merger. All understandings and agreements heretofore made between the parties hereto are merged in this Agreement which expresses the parties' entire agreement, and no representations, warranties, or conditions or statements oral or written, not contained herein shall be considered a part hereof. This Agreement may not be altered, enlarged, modified or changed except by an instrument in writing executed by all of the parties hereto. Anything to the contrary herein contained notwithstanding, it is specifically understood and agreed by the parties hereto that the acceptance of the delivery of the deed at the time of the closing hereunder shall constitute full compliance by the Seller with the terms of this Agreement, that none of the terms hereof, except as otherwise herein specifically provided, shall survive settlement and the terms hereof shall be merged into and extinguished by the delivery of the deed at the time of closing of the title.

14. Notice. Whenever, by the terms of this Agreement, any notice is required to be given, notice shall be conclusively considered given when deposited in the United States Mail, postage prepaid, Certified Mail, Return Receipt Requested, to any of the parties at the addresses set out herein. Such designation may be changed by any of the parties by notice to all of the other parties.

15. Execution of Documents. In the event the Buyer is a corporation, partnership or other such entity, it is understood that the principal officers or owners and their respective spouses shall be required to execute mortgages, notices, applications and other documents generally required to an individual buyer. In the event this Agreement is signed by an individual who is unmarried at the time of execution hereof and at the time of final settlement said individual is then married, the Buyer does hereby agree to indemnify the Seller from any loss or damages that may arise by reason of the failure of the spouse of the Buyer to execute any applications, mortgages, notes or other documents required by the Lender. If the Buyer is married and his or her spouse is not also a buyer under this agreement, then Buyer shall be responsible for his or her spouse executing the mortgage loan documents and the failure of the spouse to do so shall not relieve the Buyer of the obligations under this Agreement and the Buyer agrees to hold the Seller harmless from any loss as a result of the refusal of such spouse to sign any document.

16. Gender. Whenever the context so requires, the use of any gender shall include all genders and the use of the singular shall include the plural. The words "deed of trust" shall refer to a "mortgage" and vice versa. The word "mortgages" shall include any lender on a deed of trust. Trustees on any deed of trust where applicable, shall be named by the parties secured thereby.

17. Miscellaneous. The laws of the State of Florida shall govern the interpretation, validity and construction of the terms and conditions of this Agreement. The parties to this Agreement mutually agree that it shall be binding upon them, their and each of their respective heirs, personal representatives, successors and assigns. The captions of this Agreement are for the

convenience of the parties and shall not be considered as a material part hereof. This Agreement may be executed in counterparts, each of which, when so executed, may be considered an original.

18. Offer. The parties expressly acknowledge that execution of this Agreement by the Buyer shall constitute a mere offer to buy and this Agreement shall not be binding upon the Seller until executed by an authorized representative of the Seller and delivered to Buyer. The signature of the sales person hereon constitutes a mere acknowledgment of receipt of the Buyer's offer.

19. Inspection of Unit. Buyer covenants that he has fully inspected the Unit(s) to be conveyed hereunder and the entire building and grounds of which it is a part and which make up the common elements of JAMESTOWN CONDOMINIUM; accordingly Buyer agrees that he purchases his Unit(s) and his share in the common elements "as is" and will hold Seller harmless for any and all defects thereto, if any. Seller shall assign to Buyer or to the Council any and all guarantees as it may have from its subcontractors or suppliers, if any. This paragraph shall survive delivery of the deed.

20. Subject To. The Unit and Buyer's interest in the common elements are to be conveyed subject to: (a) all applicable zoning regulations and ordinances; (b) facts as may be shown by an accurate survey of the premises at the date of delivery of Deed, provided such facts do not render title unmarketable; (c) sewer, water, electric, gas, telephone and other utility easements and consents and other covenants and restrictions, if any, now or hereinafter recorded or granted provided they do not prohibit the use or maintenance of the structure and improvements; (d) all service contracts affecting the property, building and unit(s) entered into by Seller or Council and which exist at the time of the delivery of the deed, including contracts for management, clothes washers and dryers, extermination, vending machines and building employees (including union contracts); and (e) accrued taxes and municipal charges not yet payable. Any and all of the foregoing subject provisions may be omitted from the deed to be delivered hereunder, but all such provisions so omitted shall nevertheless survive delivery of deed.

21. Destruction of Unit. In the event of partial or total destruction of the unit or any improvements therein, prior to delivery of deed hereunder, Seller may, at his option, either reconstruct or repair said damages within a reasonable time therefrom in which event delivery of deed and possession shall be deferred for a like period of time, or in his discretion, declare this Agreement null and void without further liability or right by and between the parties hereto except repayment to Buyer of the sums paid by Buyer to Seller prior thereto, without interest except as earned in the escrow account, if any, but without deduction of any kind. In the latter event, Seller may, without obligation to Buyer subsequently proceed with construction upon the property or take such other action with respect thereto as he so desires.

22. If Buyer shall default in any of the payments to Seller of the purchase price hereunder, or shall be in default under any provision of this Agreement, and such default shall continue for fifteen (15) days, Seller may, at Seller's sole option, elect to:

(a) Retain the earnest money and all monies paid on account of the purchase price as liquidated damages, in which event this Agreement shall become null and void and both parties shall thereupon be released

of all further liability hereunder. It is hereby agreed that, without resale, Seller's damages will be difficult of ascertainment and that the earnest money and all monies paid on account of the purchase price constitute a reasonable liquidation thereof and not a penalty.

In lieu thereof, however, Seller may elect either or both of the following remedies:

(b) Apply the earnest money and all monies paid on account of the purchase price towards the purchase price and proceed with an action for specific performance.

(c) Apply said monies towards Seller's loss on the resale of said property and proceed with an action at law for all damages sustained by Seller, provided however, that no such election of (b) or (c) shall be final or exclusive until full satisfaction shall have been received.

In the event Buyer shall have died prior to his acquisition of title to said unit, Seller reserves the right to return any amount paid hereunder, to Buyer's estate or legal representative, without interest except as earned in the escrow account, if any, but without deduction of any kind and thereupon all rights of Buyer, his estate or legal representative, shall cease and terminate without further obligation on the part of the Seller. It is a further provision of this Agreement that Buyer agrees to accept the delivery of the deed within thirty (30) days after the Buyer has been notified by the Seller or Lending Institution that the title is ready for closing. Buyer's failure to close as hereinbefore provided shall constitute a default.

23. **Broker.** Buyer represents to Seller that no broker or agent other than the Seller's own agents brought about this sale, nor is anyone entitled to a commission or brokerage fee by reason of the herein transaction. Buyer agrees to indemnify and save harmless Seller against and from any and all claims, demands and causes of action for commissions or brokerage fees from anyone other than Seller's representatives.

24. **Invalidity.** The invalidity of any provisions of the Agreement shall not be deemed to impair or affect in any manner the validity, enforceability, or effect of the remainder of this Agreement and in such event, all of the other provisions of this Agreement shall continue in full force and effect as if such invalid provision had never been included herein.

25. **Escrow Agent.** The Escrow Agent required where applicable, under Section 718.202, Florida Statutes, is _____, whose address is _____, and Purchaser may obtain a receipt for his deposit from the Escrow Agent upon receipt. Where applicable, Purchaser acknowledges by virtue of the execution of this Agreement that Purchaser has also received, in addition to the documents described hereinabove, a copy of the Escrow Agreement pursuant to Florida Statute 718.202 and Florida Statute 718.504(23)(0).

26. **BUYER FURTHER UNDERSTANDS THAT THE DECLARATION OF CONDOMINIUM CONTAINS PROVISIONS RESTRICTING LEASING, SALES AND MORTGAGING OF THE UNIT, NONE OF WHICH BIND THE SELLER, AND BUYER AGREES TO BE BOUND BY SUCH PROVISIONS, AS WELL AS ALL OTHER PROVISIONS OF THE CONDOMINIUM DOCUMENTS AS AFOREDESCRIBED, AS WELL AS AMENDMENTS THERETO ADOPTED IN ACCORDANCE WITH THEIR TERMS.**

27. THIS AGREEMENT IS VOIDABLE BY BUYER BY DELIVERING WRITTEN NOTICE OF BUYER'S INTENTION TO CANCEL WITHIN FIFTEEN (15) DAYS AFTER THE DATE OF EXECUTION OF THIS AGREEMENT BY THE BUYER, AND RECEIPT BY BUYER OF ALL OF THE ITEMS REQUIRED TO BE DELIVERED TO HIM BY THE DEVELOPER UNDER SECTION 718.503, FLORIDA STATUTES. BUYER MAY EXTEND THE TIME FOR CLOSING FOR A PERIOD OF NOT MORE THAN FIFTEEN (15) DAYS AFTER BUYER HAS RECEIVED ALL OF THE ITEMS REQUIRED. BUYER'S RIGHT TO VOID THIS AGREEMENT SHALL TERMINATE AT CLOSING.

28. THE UNIT SOLD HEREIN HAS BEEN PREVIOUSLY OCCUPIED.

CLOSING EXPENSES

Buyer shall be responsible for all closing costs, including but not limited to recording fees, documentary tax, surtax and title insurance. In the event Buyer seeks mortgage financing, all expenses related thereto, including origination and survey fees, shall be the responsibility of Buyer.

ESCROW AGREEMENT

THIS AGREEMENT entered into this 23rd day of October, 1978, by and between JAMESTOWN OF INDIAN HARBOUR BEACH CO., hereinafter referred to as "Developer", and HUBERT C. NORMILE, JR., hereinafter referred to as "Escrow Agent".

WITNESSETH:

WHEREAS, Hubert C. Normile, Jr. is a licensed attorney practicing in the State of Florida; and

WHEREAS, the Purchasers have been and will be required to make deposits on such contracts; and

WHEREAS, Florida Statutes 718.202 requires that the DEVELOPER pay into an escrow account all payments up to ten percent (10%) of the sales price received by the DEVELOPER from the Purchasers towards the sales price; and

WHEREAS, the ESCROW AGENT is required to give each Purchaser a receipt for the deposit upon request.

NOW, THEREFORE, in consideration of the mutual covenants of the parties and other good and valuable consideration, it is hereby agreed as follows:

1. That the above recitals are true.
2. That Hubert C. Normile, Jr. is hereby designated as the Escrow Agent for Jamestown Condominium.
3. That all deposits received from the sale of units shall be held by the ESCROW AGENT pursuant to the dictates of Florida Statutes 718.202.
4. That the ESCROW AGENT, by the execution of this Agreement,

agrees to hold such funds in his depository as Escrow Agent in conformance with the provisions of Florida Statutes 718.202.

5. That the DEVELOPER, by the execution of this Agreement, consents to such funds being held by the ESCROW AGENT, and agrees that the Escrow Agent shall deposit, manage and hold such funds in accordance with Florida Statutes 718.202 and Rule 7D-17.04(5).

IN WITNESS WHEREOF, the parties have hereto executed this Agreement at Melbourne, Brevard County, Florida, the day first above written.

Signed, sealed and delivered in the presence of:

JAMESTOWN OF INDIAN HARBOUR BEACH COMPANY

Lella M. P. Figgens

By: Richard W. Foster
Vice-President

Glenda Sanford
(As to Developer)

Hubert C. Normile, Jr.

Hubert C. Normile, Jr.
HUBERT C. NORMILE, JR.

Glenda Sanford
(As to Escrow Agent)

CONDOMINIUM MANAGEMENT AGREEMENT

In consideration of the covenants herein contained, The Jamestown Condominium, through its authorized officers (hereinafter called the "Association"), and The Klingbeil Management Group Co., an Ohio corporation (hereinafter called the "Agent"), agree as follows:

1. EMPLOYMENT OF AGENT. The Association hereby employs the Agent as its sole and exclusive agent to manage the property known as The Jamestown Condominium (hereinafter called the "Condominium"). The Condominium consists of 144 individual Condominium Parcels situated upon land located in Melbourne, Florida, as more particularly described in the Declaration for The Jamestown Condominium.

2. TERM. This Agreement shall take effect as of _____, 1978, and shall continue to and including _____. If this Agreement remains in effect on _____, it shall continue on a year to year basis. This Agreement may be terminated upon the sooner to occur of any of the following events:

- (a) 90-day written notice on the part of either party,
- (b) after the unit owners of the Condominium have assumed control of the Association from the developer of the Condominium, provided any termination by the Association is with the concurrence of not less than 75% of the units other than units owned by the developer of the Condominium,
or
- (c) if unit owners, other than the developer of the Condominium,

own not less than 75% of the units of the Condominium, provided any termination by the Association is with the concurrence of not less than 75% of the units other than units owned by the developer of the Condominium.

3. ACCEPTANCE OF EMPLOYMENT. The Agent hereby accepts such appointment and employment for and in consideration of the compensation hereinafter provided and agrees to devote its time, attention, skill and experience to the management of the Condominium and to act with all fidelity to the Association. Such services by the Agent shall include the following:

(a) The Agent shall take all reasonable steps, other than legal unless expressly authorized by the Association at the Association's expense, to collect all assessments, common charges, rents or other charges applicable to units and unit owners and/or tenants of the Condominium; provided, however, the Agent shall not have the final responsibility for the collection of any delinquent assessment, common charge or other charges and any charges and costs of the collection thereof shall be at a cost of the Association. The foregoing services shall be provided for on a daily basis.

(b) Maintain and keep necessary support data and books of account with correct entries of all cash receipts and disbursements for the operation of the Condominium. Such data and books of account shall be kept on site in the management offices by the Agent and shall be open at all reasonable times to the inspection of the Association or its designated representative. The foregoing services shall be provided for on a daily basis.

(c) Prepare and submit to the Association, on or about the fifteenth (15th) day of each month, an accurate cash receipts and disbursements statement for the month immediately preceding the submission thereof. The foregoing services shall be provided for on a monthly basis.

(d) Prepare and submit to the Association, within thirty (30) days after the end of each fiscal year of the Condominium, a summary of all cash receipts and disbursements for the operation of the Condominium for the preceding fiscal year; provided, however, this service shall not require or be construed to require the Agent to furnish an audit. Any audit required by the Association shall be prepared, at its expense, by an accountant(s) selected by the Association. The foregoing services shall be provided for on an annual basis.

(e) Conduct, annually, a reasonable physical inspection of the Condominium and thereafter prepare and submit to the Association, at least sixty (60) days prior to the last day of the Condominium's fiscal year, a recommended budget for the next fiscal year. The foregoing services shall be provided for on an annual basis.

(f) To hire, pay, supervise and discharge all persons necessary in the Agent's opinion to be employed in order to properly maintain and operate the Condominium in accordance with the approved budget items for employee hiring, duties and compensation. Each such employee shall be the employee of the Condominium and not the employee of the Agent. The foregoing services shall be provided for on a daily basis.

(g) To prepare and file all returns and other documents required under the Federal Insurance Contributions Act and the Federal Unemployment Tax Act, or any similar federal or state legislation, and all withholding tax returns required for employees of the Condominium. The Agent shall pay all amounts required to be paid under the Federal Insurance Contributions Act and the Federal Unemployment Tax Act, or any similar federal or state legislation, and all withholding taxes, from the funds of the Condominium. The foregoing services shall be provided for on a weekly basis.

(h) Cause the common elements of the Condominium to be maintained to the appropriate maintenance standards established by the Association, from time to time, including cleaning, painting, decorating and such other maintenance and repair work as may be necessary. Ordinary repairs or alterations involving an expenditure in excess of One Thousand and No/100 Dollars (\$1,000.00) for any one item shall be made only with the prior approval of the Association except expenditures made under circumstances which the Agent reasonably believes to constitute an emergency. The foregoing services shall be provided for on a daily basis.

(i) Administer and supervise existing contracts or make new contracts or additional contracts for electricity, gas, water, sewer, telephone, cleaning, refuse disposal, vermin extermination, and for any other utilities or services for the Condominium; purchase such equipment, tools, appliances, materials and supplies as are required for the proper maintenance and operation of the Condominium; and pay or cause to be

paid all utility charges, insurance premiums, real estate taxes, and assessments charged to, levied against or incurred by the Condominium. Each and all of the foregoing services and expenditures attendant thereon shall be made in accordance with the approved budget for the Condominium and any rebate or discount obtained by the Agent in connection with any of the foregoing expenditures shall be credited to the Condominium account. The foregoing services shall be provided for on a daily basis.

(j) Attend, without additional compensation, one monthly meeting of the Board of Directors of the Association and the annual meeting of the Unit Owners Association.

4. COST OF SERVICES.

(a) The accounting services provided for in Paragraph 3(a), (b), (c) and (d) hereinabove shall be provided for the sum of Five Thousand One Hundred Eighty-Four and No/100 Dollars (\$5,184.00) per year or Four Hundred Thirty-Two and No/100 Dollars (\$432.00) per month.

(b) The annual physical inspections of the Condominium shall cost One Thousand Two Hundred and No/100 Dollars (\$1,200.00) per year or One Hundred and No/100 Dollars (\$100.00) per month.

(c) The administrative responsibilities provided for in Paragraph 3(f), (h) and (i) shall cost Four Thousand Eight Hundred Twelve and No/100 Dollars (\$4,812.00) per year or Four Hundred One and No/100 Dollars (\$401.00) per month.

(d) The cost for preparation and filing of returns as provided hereinabove in Paragraph 3 (g) shall be Nine Hundred and No/100 Dollars (\$900.00) per year or Seventy-Five and No/100 Dollars (\$75.00) per month.

5. MINIMUM NUMBER OF PERSONNEL. The Agent shall provide a minimum of one full-time employee at all times for the purpose of carrying out the services, obligations and responsibilities of this Agreement.

6. GENERAL RESPONSIBILITY AND AUTHORITY. The Association hereby authorizes the Agent to perform any act and do anything necessary or desirable to carry out the Agent's duties and responsibilities contained in Paragraph 3 hereof. Everything so done by the Agent shall be done as Agent of the Association and all obligations and expenses incurred hereunder shall be for the account, on behalf and at the expense of the Association. Any payment to be made by the Agent hereunder shall be made out of such funds as the Agent may from time to time hold for the account of the Association or as may be provided by the Association. The Agent shall not be obligated to make any advance to or for the account of the Association or to pay any sum except out of funds held or provided as aforesaid, nor shall the Agent be obligated to incur any liability or obligation unless the Association shall furnish the Agent with the necessary funds for the discharge thereof. If the Agent shall advance voluntarily for the Association's account any sum or sums for the payment of any obligation or necessary expenses connected with the maintenance or operation of the Condominium, the Association shall reimburse the Agent within 30 days from the date of any such advance and

shall pay interest thereafter at the rate of 1% per month on any unpaid balance thereof.

7. INDEMNIFICATION. The Association shall indemnify and save the Agent completely harmless from all liability and of damages, loss, costs, expenses and reasonable attorney's fees in connection with (i) any services performed by the Agent under this Agreement, and (ii) injury to or death of persons or injury to property arising out of the ownership, use, occupancy, maintenance or control of the Condominium or any part thereof; provided, however, such indemnification shall not extend to liability, loss, damages, costs and expenses arising out of gross negligence or willful misconduct on the part of the Agent. The agreement to indemnify the Agent hereunder shall survive the termination of this Agreement.

8. COLLECTION AND REMISSION OF INCOME. All moneys collected by the Agent on behalf of the Association shall be deposited promptly by the Agent in a special bank account opened and maintained by the Association for the purpose of this Agreement. The Agent may withdraw from such bank account all disbursements which, under this Agreement, are to be made at the expense of the Association, including compensation to the Agent as set forth in Paragraph 10. Employees of the Agent who are responsible for the moneys in said account shall be bonded by a fidelity bond at Agent's expense.

9. INSURANCE.

(a) The Agent shall obtain and keep in effect, at the expense of the Condominium, workmen's compensation insurance in connection with

the Condominium.

(b) The Agent shall review, from time to time, any and all insurance of any kind or nature, including but not limited to fire, theft, public liability and common area plate glass insurance obtained and paid for by the Association in connection with the Condominium. Concurrently, with the submission of each recommended budget, the Agent shall furnish the Association with a schedule setting forth the kinds of, amounts, coverage and premium costs of insurance then in effect for the Condominium and, where required or appropriate, make recommendations and/or comments concerning same to the Association. It is understood and agreed that the aforesaid services to be provided by the Agent are advisory only, and that the sole responsibility for placing, maintaining and otherwise administering such insurance shall be with the Association at its expense. The Association further covenants and agrees that all policies of insurance shall contain a waiver of subrogation by the insurer as to any claims against the Agent.

10. COMPENSATION. The Association shall pay the Agent a management fee computed at the rate of One Thousand Eight and No/100 Dollars (\$1,008.00) per month. In the event the agent is required to perform extraordinary and/or unique services either under emergency circumstances or at the express direction of the Association, the Agent shall be paid additional compensation consistent with the nature and scope of such services and otherwise in such manner and at such times as will be mutually agreeable to the Association and the Agent. In addition to the aforesaid