

EXHIBIT "B"

State of Florida



Department of State

I certify that the attached is a true and correct copy of the Articles of Incorporation of
THE OCEANA SOUTH CONDOMINIUM II ASSOCIATION, INC.

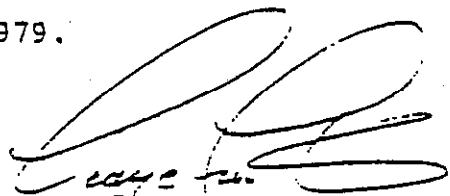
filed on October 18, 1979.

The Charter Number for this corporation is 749384.



CORP 104 Rev. 5-79

Given under my hand and the
Great Seal of the State of Florida,
at Tallahassee, the Capital, this the
18th day of October,
1979.


Secretary of State

ARTICLES OF INCORPORATION
OF
THE OCEANA SOUTH
CONDOMINIUM I ASSOCIATION, INC.

(A Florida Corporation Not For Profit)

FILED
OCT 10 1988
STATE
TALLAHASSEE, FLORIDA

WE, the undersigned, hereby associate ourselves together for the purpose of forming a corporation not for profit under the laws of the State of Florida, pursuant to Florida Statutes, Chapter 617, and hereby certify as follows:

I

NAME OF CORPORATION

The name of this Corporation shall be "THE OCEANA SOUTH CONDOMINIUM I ASSOCIATION, INC." (hereinafter referred to as the "Condominium Association").

II

PURPOSE

The purpose of the Condominium Association shall be to be the "Association," as said term is defined in the Florida Condominium Act, Florida Statutes Chapter 718 (the "Condominium Act"), for Oceana South Condominium I ("Condominium"), which Condominium is situate in St. Lucie County, Florida, and which Condominium shall be created by the recordation by Radnor/Oceana South Partnership, a Partnership created and existing under the laws of the State of Florida (hereinafter referred to, together with its successors and assigns, as "Developer") of a certain "Declaration of Condominium of Oceana South Condominium I" (the "Declaration of Condominium"), and as such the Condominium Association shall operate the Condominium and perform all of the functions assigned to the Condominium Association by the Condominium Act and the Declaration of Condominium.

III

POWERS

The Condominium Association shall have all of the common law and statutory powers of a corporation not for profit which are reasonably necessary to implement the

purposes of the Condominium Association, including, but not limited to, the power to engage from time to time a manager or management firm or other agent to assist the Condominium Association in carrying out its duties and responsibilities.

IV

MEMBERSHIP

The qualification of members of the Condominium Association (the "Members"), the manner of their admission to membership, the manner of the termination of such membership and voting by Members shall be as follows:

1. All owners of condominium units in the Condominium ("Units") shall be Members and no other persons or entities shall be entitled to membership in the Condominium Association.

2. Membership in the Condominium Association shall be established automatically and without further action upon the acquisition of ownership of fee title to or fee interest in a Unit, whether by conveyance, devise, or judicial decree, whereupon the membership in the Condominium Association of the prior owner of such Unit shall terminate automatically and without further action.

3. The share of a Member in the funds and assets of the Condominium Association and membership in the Condominium Association cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to a Unit.

4. Voting by the Members in the affairs of the Condominium Association shall be in accordance with the provisions of Article VIII of the Declaration of Condominium and of the By-Laws of the Condominium Association (the "By-Laws") pertaining thereto.

V

TERM

The term for which the Condominium Association is to exist shall be perpetual.

VI

SUBSCRIBERS

The names and post office addresses of the subscribers to these Articles of Incorporation are as follows:

Stephen H. Osburn

9920 ALA
Hutchinson Island
Jensen Beach, Florida 33457

Carl E. Kraus

9920 ALA
Hutchinson Island
Jensen Beach, Florida 33457

Dennis Von Aldenbruck

9920 ALA
Hutchinson Island
Jensen Beach, Florida 33457

VII

OFFICERS

The affairs of the Condominium Association shall be managed by a President, Vice President, Secretary, Treasurer and such other officers as may be authorized by the Board of Directors. Said officers shall be elected annually by the Board of Directors as provided in the By-Laws and no officer need be a Member. The names of the officers of the Condominium Association who shall serve until such time as they resign, are removed or their successors are elected, shall be:

President
Vice President
Secretary
Treasurer

Dennis Von Aldenbruck
Stephen H. Osburn
Carl E. Kraus
Carl E. Kraus

VIII

DIRECTORS

1. The affairs of the Condominium Association shall be directed by a Board of Directors. The number of Directors on the first Board of Directors (the "First Board") shall be three (3). The number of Directors subsequent to the First Board shall be as provided hereinafter in this Article VIII. No Director need be a Member.

2. The names and addresses of the persons who are to serve as the First Board are as follows:

Stephen H. Osburn

9920 ALA
Hutchinson Island
Jensen Beach, Florida 33457

Carl E. Kraus

9920 ALA
Hutchinson Island
Jensen Beach, Florida 33457

Dennis Von Aldenbruck

9920 ALA
Hutchinson Island
Jensen Beach, Florida 33457

Developer reserves the right to designate successor Directors to serve on the First Board for so long as the First Board is to serve as hereinafter provided.

3. Sixty (60) days after the conveyance by the Developer of fifteen percent (15%) or more of the Units that will be operated by the Condominium Association to owners other than Developer, the First Board shall be succeeded by the "Initial Elected Board." The number of Directors on the Initial Elected Board and all subsequent Boards shall be five (5). Members other than the Developer ("Purchaser Members") shall be entitled to elect two (2) Directors and the Developer shall designate and select the remaining three (3) Directors.

The Purchaser Members shall elect their two (2) Directors at a special meeting to be called by the Condominium Association for such purpose (the "Initial Election Meeting"), and the Developer shall designate the remaining three (3) Directors at such Initial Election Meeting. The Initial Elected Board shall succeed the First Board upon their election or designation. Subject to the provisions of Paragraph 4 of this Article VIII, the Initial Elected Board shall serve until the next Annual Members Meeting (as defined in the By-Laws), whereupon the members of the Board of Directors shall be elected or designated in the same manner as the Initial Board, to wit: two (2) by Purchaser Members and three (3) by the Developer.

4. Sixty (60) days after the "Turnover Date" (as hereinafter defined), two of the Developer's three (3) designated Directors shall be succeeded by Directors elected by the Purchaser Members. The "Turnover Date" is the earliest to occur of the following:

A. Three (3) years after fifty percent (50%) of the Units that will be operated ultimately by the Condominium Association have been conveyed by Developer to Owners other than Developer, which conveyances shall be evidenced by the recording of instruments of conveyance to the respective Purchaser Members in the Public Records of St. Lucie County, Florida; or

B. Three (3) months after ninety percent (90%) of the Units that will be operated ultimately by the Condominium Association have been conveyed by Developer to Owners other than Developer, which conveyances shall be evidenced by the recording of instruments of conveyance to the respective Purchaser Members in the Public Records of St. Lucie County, Florida; or

C. When all of the Units that will be operated ultimately by the Condominium Association have been completed (as evidenced by the issuance of a Certificate of Occupancy for all of same) and none are being offered for sale by the Developer in the ordinary course of business; or

D. When some of the Units have been conveyed to Owners and none of the others are being constructed or offered for sale by the Developer in the ordinary course of business.

Within the sixty (60) days after the Turnover Date, the Board of Directors shall call a special meeting of the Members (the "Majority Election Meeting") for the purpose of the election by the Purchaser Members of Directors to succeed two of the Developer's designated Directors.

5. Until the time set forth in Paragraph 6 of this Article VIII, at each Annual Members Meeting held subsequent to the Majority Election Meeting, four of the Directors shall be elected by the Purchaser Members and one of the Directors shall be designated by the Developer.

6. The Developer shall cause all of its designated Directors to resign (said action being hereinafter referred to as the "Developer's Resignation Event") when the Developer no longer holds for sale in the ordinary course of business five percent (5%) of the Units that will be operated ultimately by the Condominium Association.

Upon the Developer's Resignation Event, the members of the Board of Directors elected by Purchaser Members shall elect successor Directors to fill the vacancy caused by the resignation or removal of the Developer's designated Director. This successor Director shall serve until the next Annual Members Meeting and until his successor is elected and qualified.

7. At each Annual Members Meeting held subsequent to the Developer's Resignation Event, all of the Directors shall be elected by the Members of the Condominium Association.

IX

INDEMNIFICATION

Every Director and every officer of the Condominium Association (and the Directors and/or officers as a group) shall be indemnified by the Condominium Association against all expenses and liabilities, including counsel fees (at all trial and appellate levels) reasonably incurred by or imposed upon him or them in connection with any proceeding or litigation or settlement in which he may become involved by reason of his being or having been a Director or officer of the Condominium Association. The foregoing provisions for indemnification shall apply whether or not he is a Director or officer at the time such expenses are incurred. Notwithstanding the above, in the event of a settlement, the indemnification provisions herein shall not be automatic and shall apply only when the Board of Directors approves such settlement and authorizes reimbursement for the costs and expenses of the settlement as in the best interest of the Condominium Association, and in instances where a Director or officer admits or is adjudged guilty of gross misfeasance or malfeasance in the performance of his duties, the indemnification provisions of these Articles shall not apply. Otherwise, the foregoing rights to indemnification shall be in addition to and not exclusive of any and all right of indemnification to which a Director or officer may be entitled whether by statute or common law.

X

BY-LAWS

The By-Laws of the Condominium Association shall be adopted by the First Board, and thereafter may be altered, amended or rescinded by the affirmative vote of not less than a majority of the total votes of all Members cast at a regular or special meeting of the Membership and the affirmative approval of a majority of the Board of Directors at a regular or special meeting of the Board of Directors. The right to modify, amend or rescind may be restricted in the manner provided for in the By-Laws.

XI

INITIAL REGISTERED OFFICE AND AGENT

The street address of the initial registered office at this Corporation shall be 9920 ALA, Hutchinson Island, Jensen Beach, Florida 33457, and the name of the initial registered agent of this Corporation is Dennis Von Aldenbruck.

XII

AMENDMENTS

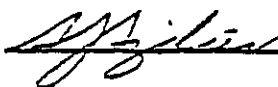
1. Subject to the provisions of Article XII 2 and 3 hereof, these Articles of Incorporation may be amended at any meeting of the Members by the affirmative vote of two-thirds (2/3) of the total votes of all Members, and may be amended by the affirmative vote of a majority of the Board of Directors at any time prior to the Turnover Date.

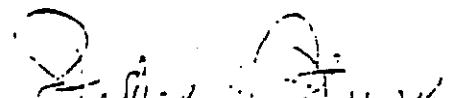
2. No amendment shall be made to these Articles of Incorporation which would in any manner reduce, amend, affect or modify the terms, conditions, provisions, rights and obligations set forth in the Declaration of Condominium.

3. There shall be no amendment to these Articles of Incorporation which shall, in the judgment of Developer, abridge, amend or alter the rights of Developer in any manner without the prior written consent of Developer.

IN WITNESS WHEREOF, the Subscribers hereto have hereunto set their hands and seals this 5th day of October, 1979.

Signed, sealed and delivered
in the presence of:



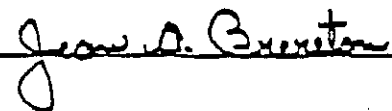


Stephen H. Osburn (SEAL)





Carl E. Kraus (SEAL)





Dennis Von Aldenbruck (SEAL)

STATE OF *Delaware*)
COUNTY OF *Delaware*) SS

BEFORE ME, the undersigned authority, personally appeared STEPHEN H. OSBURN and CARL E KRAUS, who after being by me first duly sworn, acknowledged that they executed the foregoing Articles of Incorporation of THE OCEANA SOUTH CONDOMINIUM I ASSOCIATION, INC., a Florida corporation not for profit, for the purposes therein expressed.

WITNESS my hand and official seal at the State and County aforesaid, this *5th* day of *October*, 1979.

My Commission Expires:

Lena M. Cianci (SEAL)
Notary Public

LENA M. CIANCI, Notary Public
Radnor, Delaware Co., Pa.
My Commission Expires Dec. 8, 1981

STATE OF)
) ss
COUNTY OF)

BEFORE ME, the undersigned authority, personally appeared DENNIS VON ALDENBRUCK, who after being by me first duly sworn, acknowledged that he executed the foregoing Articles of Incorporation of THE OCEANA SOUTH CONDOMINIUM I ASSOCIATION, INC., a Florida corporation not for profit, for the purposes therein expressed.

WITNESS my hand and official seal at the State and County aforesaid, this 9 day of October, 1977.

My Commission Expires:

Norman J. Mackley (SEAL)
Notary Public

Notary Public, State of Florida at Large
My Commission Expires Nov. 21, 1979
Bonded by American Fidelity & Guaranty Co.

EXHIBIT "C"

EXHIBIT "C"

BY-LAWS
OF
THE OCEANA SOUTH CONDOMINIUM II ASSOCIATION, INC.

(A Florida Corporation Not For Profit)

Section 1. Identification of Condominium Association.

These are the By-Laws of THE OCEANA SOUTH CONDOMINIUM II ASSOCIATION, INC., hereinafter referred to as the "Condominium Association", as duly adopted by its Board of Directors. The Condominium Association is a corporation not for profit organized pursuant to and under Chapter 617 of the Florida Statutes for the purposes of being the "Association", as said term is defined in the Florida Condominium Act, Florida Statutes, Chapter 718, as the same may be from time to time amended (the "Condominium Act"), for Oceana South Condominium II (the "Condominium"), which Condominium is situate in St. Lucie County, Florida, and which Condominium shall be created by the recordation of a certain "Declaration of Oceana South Condominium II" (the "Declaration of Condominium"), and as such Association to operate the Condominium and to exercise all of the rights and duties delegated to the Condominium Association by the Condominium Act and the Declaration of Condominium.

1.1 The office of the Condominium Association shall for the present be at 9920 ALA, Hutchinson Island, Jensen Beach, Florida, 33457, and thereafter may be located at any place in St. Lucie County, Florida, designated by the Board of Directors.

1.2 The fiscal year of the Condominium Association shall be from January 1 through December 31, unless the Board of Directors shall determine otherwise.

1.3 The seal of the Condominium Association shall bear the name of the Condominium Association, the word "Florida", and the words "Corporation Not For Profit".

Section 2. Definitions.

2.1 When used in these By-Laws, the following terms (unless the context clearly requires otherwise) shall have the same meanings respectively ascribed to them in the Declaration of Condominium:

Approved Mortgage
Assessments
Common Expenses
Condominium Documents
Condominium Property
Developer

2.2 "Articles" means the Articles of Incorporation of the Condominium Association.

2.3 "Board" means the Board of Directors of the Condominium Association.

2.4 "Director" means a member of the Board.

2.5 "Members" means each and every member of the Condominium Association, and the "Membership" means all of the Members.

2.6 "Address Register" means the register of addresses to be maintained by the Secretary of the Condominium Association pursuant to Article XXIII B of the Declaration of Condominium or any amendment thereof.

Section 3. Membership, Members' Meetings, Voting and Proxies.

3.1 The qualification of Members, the manner of their admission of membership in the Condominium Association and the manner of the termination of such membership shall be as set forth in Article IV of the Articles.

3.2 The Members shall meet annually at the office of the Condominium Association or at such other place in St. Lucie County, Florida, as determined by the Board and as designated in the notice of such meeting at 7:30 o'clock P.M. Eastern Standard Time on the third Wednesday in the month of April of each year (the "Annual Members Meeting") commencing with the year 1981; provided, however, that if that day is a legal holiday, then the meeting shall be held at the same hour on the next succeeding Wednesday which is not a legal holiday. The purpose of the Annual Members Meeting shall be to hear reports of the officers, elect members of the Board (subject to the provisions of Article VIII of the Articles), and to transact any other business authorized to be transacted by the Members.

3.3 Special meetings of the Members shall be held at any place within St. Lucie County, Florida, whenever called by the President, or in his absence, the Vice President, or a majority of the Board. A special meeting must be called by the President or Vice President of the Condominium Association upon receipt of a written request from one-third (1/3) of the Membership.

3.4 A written notice of all meetings of Members (whether the Annual Members Meeting or a special meeting of the Members) shall be mailed by regular mail or delivered to each Member entitled to vote at his address as it appears in the Address Register not less than fourteen (14) days nor more than thirty (30) days prior to the date of such meeting. Proof of such mailing or delivery shall be given by the affidavit of the person who mailed such notice. The notice shall state the time and place of such meeting and the object for which the meeting is called and shall be signed by an officer of the Condominium Association. Notice of any meeting where Assessments against Members are to be considered for any reason shall specifically contain a statement that Assessments will be considered and the nature of any such Assessments. Notice of all meetings of Members shall be posted in a conspicuous place on the Condominium Property at least fourteen (14) days prior to any such meeting. Any provision herein to the contrary notwithstanding,

notice of any meeting may be waived by any Member before, during or after such meeting, which waiver shall be in writing.

3.5 The Membership may, at the discretion of the Board, act by written agreement in lieu of a meeting provided that written notice of the matter or matters to be determined by such Members is given to the Membership at the addresses and within the time periods set forth in Section 3.4 hereof or is duly waived in accordance with such Section. Any determination as to the matter or matters to be determined pursuant to such notice by the number of persons that would be able to determine the subject matter at a meeting shall be binding on the Membership. Any such notice shall set forth a time period during which time a response may be made thereto.

3.6 A quorum of the Membership shall consist of persons entitled to cast a majority of the votes of the entire Membership. A Member may join in the action of a meeting by signing and concurring in the minutes thereof, and such a signing shall constitute the presence of such parties for the purpose of determining a quorum. When a quorum is present at any meeting and a question is presented, the holders of a majority of the voting rights present in person or represented by written proxy shall be required to decide the question. However, if such question is one which by express provisions of the Condominium Act or the Condominium Documents requires a vote other than such majority vote, then such express provision shall govern and control the required vote on the decision of such question.

3.7 If any meeting of the Membership cannot be organized because a quorum is not in attendance, the Members who are present, either in person or by proxy, may adjourn the meeting from time to time until a quorum is present. In the case of the adjournment of a meeting, notice to the Members of such adjournment shall, subject to the Condominium Act, be in the manner determined by the Board.

3.8 Minutes of all meetings shall be kept in a businesslike manner and shall be available for inspection by the Members and Directors at all reasonable times. The Association shall retain these minutes for a period not less than seven (7) years.

3.9 Voting rights of Members shall be as stated in the Declaration of Condominium and the Articles. Such votes may be cast in person or by proxy. "Proxy" is defined to mean an instrument containing the appointment of a person who is substituted by a Member to vote for him and in his place and stead. Proxies shall be in writing and shall be valid only for the particular meeting designated therein and any adjournments thereof if so stated. A proxy must be filed with the Secretary of the Condominium Association before the appointed time of the meeting in order to be effective. Any proxy may be revoked at any time at the pleasure of the Member executing the proxy. In no event shall any proxy be valid for a period longer than 90 days after the date of the first meeting for which such proxy was given. No one person shall be permitted to hold more than five (5) proxies.

3.10 At any time prior to a vote upon any matter at a meeting of the Membership, any Member may raise the question of the use of a secret written ballot for the voting on any matter. Any vote to amend the Declaration of Condominium relating to a change in percentage of ownership in the Common Elements or sharing of the Common Expense shall be conducted by secret ballot. In the event of the use of such secret written ballot, the chairman of the meeting shall call for nominations and the election of inspectors of election to collect and tally such written ballots upon the completion of the balloting upon such matter.

Section 4. Board of Directors; Directors' Meetings.

4.1 The form of administration of the Condominium Association shall be by a Board of Directors. The "First Board", as defined in Article VIII of the Articles, shall consist of three (3) Directors and at no time shall there be less than three (3) Directors on the Board.

4.2 The election and, if applicable, designation of Directors, shall be conducted in accordance with the Articles.

4.3 Subject to the Developer's rights set forth in Section 4.5(b) below, vacancies in the Board shall be filled by persons elected by the remaining Directors. Any such person shall be a Director and have all of the rights, privileges, duties and obligations of a Director elected at an Annual Members Meeting and shall serve for the term prescribed in Section 4.4 of these By-Laws.

4.4 The term of each Director's service shall extend until the next Annual Members Meeting and/or until his successor is duly elected and qualified, or until he is removed in the manner elsewhere provided herein.

4.5 (a) A Director elected by the "Purchaser Members", as said term is defined in Article VIII of the Articles, may be removed from office upon the affirmative vote of two-thirds (2/3) of the Purchaser Members at a special meeting of the Purchaser Members for any reason deemed by the Purchaser Members to be in the best interest of the Condominium Association. However, before any such Director is removed from office, he shall be notified in writing that a motion to remove him will be made prior to the meeting at which said motion is to be made, and such Director shall be given an opportunity to be heard at such meeting should he be present prior to the vote on his removal.

(b) A Director designated by the Developer, as provided in the Articles, may be removed only by the Developer in its sole and absolute discretion and without any need for a meeting or vote. The Developer shall have the unqualified right to name a successor for any Director designated and thereafter removed by it or for any vacancy on the Board as to a Director designated by it, and the Developer shall notify the Board as to any such removal or vacancy and the name of the respective successor Director and of the commencement date for the term of such successor Director.

4.6 The organizational meeting of a newly elected Board shall be held within ten (10) days of its election at such place and time as shall be fixed by the Directors at the meeting at which they were elected. No further notice of the organizational meeting shall be necessary.

4.7 Regular meetings of the Board may be held at such time and place as shall be determined from time to time by a majority of Directors. Special meetings of the Board may be called at the discretion of the President, or in his absence, the Vice President. Special meetings must be called by the Secretary at the written request of one-third (1/3) of the Directors.

4.8 Notice of the time and place of regular and special meetings of the Board, or adjournments thereof, shall be given to each Director personally or by mail, telephone or telegraph at least three (3) days prior to the day named for such meeting. Except in an emergency, notice of a Board meeting shall be posted conspicuously on the Condominium Property forty-eight (48) hours in advance for the attention of Members. Any Director may waive notice of a meeting before, during or after such meeting, and such waiver shall be deemed equivalent to the receipt of notice by such Director.

4.9 A quorum of the Board of Directors shall consist of the Directors entitled to cast a majority of the votes of the entire Board. Matters approved by a majority of the Directors present at a meeting at which a quorum is present shall constitute the official acts of the Board, except as specifically otherwise provided in the Declaration of Condominium, Articles or elsewhere herein. If at any meetings of the Board there shall be less than a quorum present, the majority of those present may adjourn the meeting from time to time until a quorum is present. At any adjourned meeting any business which might have been transacted at the meeting as originally called may be transacted. In the case of the adjournment of a meeting, notice to the Directors of such adjournment shall, subject to the Condominium Act, be as determined by the Board.

4.10 The presiding officer at Board meetings shall be the President.

4.11 Directors shall not receive any compensation by virtue of their service as Directors.

4.12 Minutes of all meetings of the Board shall be kept in a businesslike manner and be available for inspection by Members and Directors at all reasonable times.

4.13 The Board shall have the power to appoint Executive Committees of the Board consisting of not less than three (3) Directors. An Executive Committee shall have and exercise such powers of the Board as may be delegated to such Executive Committee by the Board.

4.14 Meetings of the Board shall be open to all Members. Unless a Member serves as a Director or unless he has been specifically invited by the Directors to participate in a meeting, the Member shall not be entitled to participate in any meeting of the Board, but shall only be entitled to act as an observer. In the event that a Member not serving as a Director or not otherwise invited by the Directors to participate in a meeting attempts to become more than a mere observer at such meeting or conducts himself in a manner detrimental to the carrying on of such meeting, then any Director may expel said Member from the meeting by any reasonable means which may be necessary to accomplish such expulsion. Also, any Director shall have the right to exclude from any meeting of the Board any person who is not able to provide sufficient proof that he is a Member, unless said person was specifically invited by the Directors to participate in such meeting.

Section 5. Powers and Duties of the Board of Directors.

5.1 All of the powers and duties of the Condominium Association, including those existing under the Condominium Act and the Condominium Documents, shall be exercised by the Board of Directors unless otherwise specifically delegated therein to the Members. Such powers and duties of the Board shall be exercised in accordance with the provisions of the Condominium Act and the Condominium Documents.

5.2 The Board of Directors shall have the power to fix and determine, from time to time, the sum or sums necessary and adequate to provide for the Common Expenses. Assessments sufficient to provide for the Common Expenses shall be sent to all Members on a quarterly basis, or in such other frequency as determined by the Board of Directors.

Section 6. Officers of the Condominium Association.

6.1 The officers of the Condominium Association shall be a President, who shall be a Director, a Vice President, a Treasurer, a Secretary, and such other officers as may be authorized by the Board, all of whom shall be elected annually by the Board. Any officer may be removed without cause from office by a vote of the Directors at any meeting of the Board.

6.2 The President shall be the chief executive officer of the Condominium Association. He shall have all of the powers and duties which are usually vested in the office of the President of a Condominium Association, including, but not limited to, the power to appoint such committees at such times from among the Members as he may in his discretion determine appropriate to assist in the conduct of the affairs of the Condominium Association. The President shall preside at all meetings of the Board.

6.3 In the absence or disability of the President, the Vice President shall exercise the powers and perform the duties of the President. The Vice President shall also generally assist the President and exercise such other powers and perform such other duties as shall be prescribed by the Board.

6.4 The Secretary shall keep the minutes of all meetings of the Board and the Membership, which minutes shall be kept in a businesslike manner and shall be available for inspection by Members and Directors at all reasonable times. He shall have custody of the seal of the Condominium Association and shall affix the same to instruments requiring such seal when duly authorized and directed by the Board to do so. He shall keep the records of the Condominium Association, except those of the Treasurer, and shall perform all of the duties incident to the office of Secretary of the Condominium Association as may be required by the Board or the President.

6.5 The Treasurer shall have custody of all of the property of the Condominium Association, including funds, securities and evidences of indebtedness. He shall keep the Assessment rolls and accounts of the Members; he shall keep the books of the Condominium Association in accordance with good accounting practices; and he shall perform all of the duties incident to the office of a Treasurer.

6.6 Officers of the Condominium Association shall not receive any compensation by virtue of their service as officers.

6.7 All officers and directors of the Condominium Association who control or disburse funds of the Condominium Association shall be bonded. The cost of bonding shall be borne by the Condominium Association.

Section 7. Accounting Records; Fiscal Management.

7.1 (a) The Condominium Association shall maintain accounting records in accordance with good accounting practices which shall be open to inspection by Members or their authorized representatives at reasonable times. Such authorization as a representative of a Member must be in writing and be signed by the Member giving such authorization and dated within sixty (60) days of the date of any such inspection. Written summaries of the accounting records shall be supplied at least annually to the Members. Such records shall include (i) a record of all receipts and expenditures; and (ii) an account for each Member which shall designate the name of the Member, the amount of each Assessment charged to the Member, the amounts and due dates for each Assessment, the amounts paid upon such account and the balance due.

(b) Within sixty (60) days following the end of the first full fiscal year after December 31, 1980 and each fiscal year thereafter, the Board of Directors shall supply to all Members a complete financial report of actual receipts and expenditures for the previous twelve (12) months. The report shall show the amounts of receipts by accounts and receipt classifications and shall show the amounts of expenses by accounts and expense classifications including, if applicable:

- (i) Cost for security;
- (ii) Professional and management fees and expenses;
- (iii) Taxes;

- (iv) Cost for recreation facilities;
- (v) Expenses for refuse collection and utility services;
- (vi) Expenses for lawn care;
- (vii) Cost for building maintenance and repair;
- (viii) Insurance costs;
- (ix) Administrative and salary expenses; and
- (x) General reserves, maintenance reserves, and depreciation reserves.

7.2 (a) The Board of Directors shall adopt a budget of the Common Expenses of the Condominium Association for each forthcoming fiscal year (the "Budget") at a special meeting of the Board of Directors ("Budget Meeting") called for that purpose to be held during the last two weeks of December of each year commencing in 1981. Prior to the Budget Meeting a proposed Budget shall be prepared by or on behalf of the Board, which Budget shall be detailed and shall show the amounts budgeted by accounts and expense classifications, including, if applicable, the following items of expenses:

- (i) Payroll;
- (ii) Administration;
- (iii) Maintenance;
- (iv) Security;
- (v) Payroll taxes and related benefits;
- (vi) Materials and supplies;
- (vii) Services;
- (viii) Insurance;
- (ix) Utilities;
- (x) Professional fees; and
- (xi) Reserves (if any).

Reserve accounts, if any, shall include but not be limited to roof replacement, building painting, and pavement resurfacing. The amounts so reserved shall be computed by means of a formula based upon estimated life and estimated replacement cost of each reserve item. Such a reserve

account may either not be required in the proposed budget or shall be in an amount less than as otherwise herein provided, upon a two-thirds (2/3) vote of the Members.

Copies of the proposed Budget and notice of the exact time and place of the Budget Meeting shall be mailed to each Member at the Member's address as it appears in the Address Register not less than thirty (30) days prior to said Budget Meeting, and the Budget Meeting shall be open to the Membership.

(b) Subject to the requirements of Article XV B of the Declaration of Condominium, the Board may also include in any such proposed Budget a sum of money as an Assessment for the making of improvements, additions or alterations to the Condominium Property either annually or from time to time as the Board of Directors shall determine the same to be necessary.

(c) The depository of the Condominium Association shall be such bank or banks as shall be designated from time to time by the Board. Withdrawal of monies from such account shall be only by checks signed by such persons as are authorized by the Board.

(d) An audit of the accounts of the Condominium Association shall be made annually by an auditor, accountant, or Certified Public Accountant designated by the Board and a copy of a report of such audit shall be furnished to each Member not later than one hundred (100) days following the year for which the report is made. The report shall be deemed to be furnished to the Member upon its delivery or mailing to the Member at his last known address shown on the Address Register.

7.3 Until the provisions of Section 718.112(2) (f) of the Condominium Act are declared invalid by the Courts, or until amended by the Legislature, the following shall be applicable:

(a) Should the Budget adopted by the Board at the Budget Meeting require Assessments against the Membership of an amount less than 115% of such Assessments for the prior year, the Budget shall be deemed approved by all Members. If, however, the Assessments required to meet the Budget exceed 115% of such Assessments for the preceding year (an "Excess Assessment"), then the provisions of subsections 7.3(b), (c) and (d) hereof shall be applicable. There shall be excluded in the computation of the Excess Assessment the following expenses (the "Excluded Expenses"):

(i) Reasonable reserves in respect of repair or replacement of the Condominium Property;

(ii) Anticipated expenses by the Condominium Association which are not anticipated to be incurred on a regular or annual basis; and

(iii) Assessments for betterments to the Condominium Property.

(b) When Developer is in control:
Should a Budget requiring an Excess Assessment be adopted by the Board before such time as the Purchaser Members, as defined in the Articles, are entitled to elect a majority of the Board as provided in the Articles, then a special meeting of the Members shall be called by the Board which shall be held within twenty (20) days after the Budget Meeting. At said special meeting, the Excess Assessment shall be presented to the Members. If, at said special meeting of the Members, a majority of the Members shall approve the Excess Assessment, then the Budget adopted by the Board shall be the final Budget. If at said special meeting of the Members, a majority of the Members shall not approve the Excess Assessment, then the Board shall reduce such items of anticipated expenses in the Budget other than the Excluded Expenses in an amount necessary so that the Budget adopted by the Board of Directors will not require an Excess Assessment.

(c) After Developer control is over:
Should a Budget requiring an Excess Assessment be adopted by the Board after such time as the Purchaser Members are entitled to elect a majority of the Board, then upon written application requesting a special meeting signed by ten (10%) percent or more of the Members and delivered to the Board within twenty (20) days after the Budget Meeting, the Board shall call a special meeting to be held upon not less than ten (10) days' written notice to each Member, but within thirty (30) days of the delivery of such application to the Board. At said special meeting, the Members may consider and enact a revision of the Budget. The enactment of a revision of the Budget shall require approval of not less than two-thirds (2/3) of the Membership. If such a revised Budget is enacted at said special meeting, then the revised Budget shall be the final Budget, or if a revised Budget is not enacted at such special meeting, then the Budget originally adopted by the Board shall be the final Budget. If no written application is delivered, as provided herein, then the Budget originally adopted by the Board shall be the final Budget.

(d) No Board of Directors shall be required to anticipate revenue from Assessments or expend funds to pay for Common Expenses not included in the Budget or which shall exceed budgeted items, and no Board of Directors shall be required to engage in deficit spending. Should there exist any deficiency which results from there being greater Common Expenses than income from Assessments, then such deficits shall be carried into the next succeeding year's Budget as a deficiency or shall be the subject of a special Assessment to be levied by the Board as otherwise provided in the Declaration of Condominium.

Section 8. Rules and Regulations.

The Board may adopt rules and regulations or amend or rescind existing rules and regulations for the operations of the Condominium Association and the use of Condominium Property at any meeting of the Board; provided, however, that such rules and regulations are not inconsistent with the Condominium Documents. Copies of any rules and regulations promulgated, amended or rescinded shall be mailed to all Members at their last known address as shown on the Address Register and shall not take effect until forty eight (48) hours after such mailing.

Section 9. Parliamentary Rules.

The then latest edition of Robert's Rules of Order shall govern the conduct of meetings of the Condominium Association; provided, however, if such Rules are in conflict with the Articles, these By-Laws, the Declaration of Condominium or the Condominium Act, then the Articles, these By-Laws, the Declaration of Condominium or Condominium Act, as the case may be, shall apply and govern.

Section 10. Amendment of the By-Laws.

10.1 These By-Laws may be amended by the affirmative vote of not less than a majority of the Members present at a regular or special meeting of the Membership and the affirmative approval of a majority of the Board of Directors at a regular or special meeting of the Board of Directors. These By-Laws may also be amended by the affirmative vote of a majority of the Board of Directors at any time prior to the Turnover Date, as such term is defined in the Articles. An amendment may be approved at the same meeting of the Board of Directors and/or Membership at which such amendment is proposed.

10.2 An amendment may be proposed by either the Board of Directors or by the Membership, and after being proposed and approved by one of such bodies, it must be approved by the other as above set forth in order to become enacted as an amendment.

10.3 No modification or amendment to these By-Laws shall be adopted which would affect or impair the priority or validity of any Approved Mortgage or which would, in the judgment of Developer, abridge, amend or alter the rights of Developer in any manner without the prior written consent of Developer.

THE FOREGOING WERE DULY ADOPTED AS THE BY-LAWS OF THE OCEANA SOUTH CONDOMINIUM II ASSOCIATION, INC., A FLORIDA CORPORATION NOT FOR PROFIT, AT THE FIRST MEETING OF THE BOARD OF DIRECTORS.

THE OCEANA SCUTE CONDOMINIUM II
ASSOCIATION, INC.

By:  (SEAL)
Its President

Attest:  (SEAL)
Its Secretary

STATE OF :
: SS
COUNTY OF :

BEFORE ME, the undersigned authority, personally appeared DENNIS VON ALDENBRUCK, to me known to be the President of THE OCEANA SOUTH CONDOMINIUM II ASSOCIATION, INC. who, after being duly cautioned and sworn, deposed and said that he executed the foregoing By-Laws for the purposes therein expressed.

SWORN TO AND SUBSCRIBED before me this 9th
day of October, 1979

Norman E. Moller (SEAL)
NOTARY PUBLIC

My Commission Expires:

Notary Public, State of Florida at Large
My Commission Expires Nov. 21, 1979
Bonded by American Fire & Casualty Co.

STATE OF *Delaware* :
COUNTY OF *Delaware* : SS

BEFORE ME, the undersigned authority, personally appeared CARL E. KRAUS, to me known to be the Secretary of THE OCEANA SOUTH CONDOMINIUM II ASSOCIATION, INC. who, after being duly cautioned and sworn, deposed and said that he executed the foregoing By-Laws for the purposes therein expressed.

SWORN TO AND SUBSCRIBED before me this *5th* day of *October*, 1979.

Lena M. Cianci (SEAL)
NOTARY PUBLIC

My Commission Expires:

LENA M. CIANCI, Notary Public
Radnor, Delaware Co., Pa.
My Commission Expires Dec. 9, 1981

EXHIBIT "D"

EXHIBIT "D"

PROPOSED RULES AND REGULATIONS
OF
THE OCEANA SOUTH
CONDOMINIUM II ASSOCIATION, INC.

(A Florida Corporation Not For Profit)

NOTE: Unless otherwise stated, all terms used herein shall have the same meanings respectively ascribed to them in the Declaration of Condominium of Oceana South Condominium II.

1. There shall be no obstruction of the Common Elements, nor shall anything be stored in the common areas without prior consent of the Board of Directors of the Condominium Association.
2. No furniture or other Association property located in the Lobby or Roof Sun Deck of the Building shall be removed.
3. Parking under the Main Entrance Portico of the Building shall be permitted only for loading and unloading. All parking regulations and traffic regulations from time to time posted by the Condominium Association shall be obeyed.
4. Smoking is not permitted in elevators or storage rooms.
5. Trash chutes shall be utilized solely in accordance with rules and regulations posted by the Condominium Association.
6. No act shall be done, nor shall any activity be carried on, in or on any portion of the Condominium Property, including without limitation, the playing of any musical instrument or the operation of any phonograph, television set or radio, which would constitute a nuisance or which would unreasonably disturb any person lawfully present upon the Condominium Property.
7. No flammable, volatile, combustible or explosive fluid, material or substance, including, without limitation, paint thinners and removers, paint brush cleaners, paints and lacquers, shall be stored in any portion of the Condominium Property other than by the Condominium Association. Open flame cooking on any Patio, Balcony, Terrace or any portion of the Roof Sun Deck is not permitted.
8. Any alteration to the Unit that may be seen from the exterior of the Building, or alters in any way the Common Elements of the Building, must be approved in writing by the Board of Directors. Window treatments and drapery materials shall be of a light pastel, or neutral color, or lined in white.
9. No Terrace shall contain a bar, wall coverings, or any furniture other than that which is commonly called "patio furniture". All furniture located in a Terrace must be of a light pastel or neutral color, unless otherwise approved by the Condominium Association.

10. Doors dividing a Unit from outside corridors, stairs, elevator shafts or other Units shall be kept closed when not in use.

11. Each Unit Owner shall furnish to the Condominium Association a duplicate of each key in his Unit. No Unit owner shall furnish keys to his Unit or Lobby Entrance to any person other than a person permitted to occupy the Unit pursuant to the provisions of the Declaration of Condominium.

12. No pets shall be permitted unless approved in writing by the Condominium Association.

13. No commercial vehicles are to be parked on the Condominium Property overnight. All recreational vehicles, campers, trailers, boats, golf carts or unserviceable vehicles shall not be kept upon any portion of the Common Elements not expressly designated for such purposes.

14. The Common Elements shall be used only for the furnishing of the services and facilities for which they are reasonably suited.

15. The toilets, sinks, garbage disposal units, baths, showers and other water apparatus within the Units shall not be used for any purpose other than that for which intended, and no sweepings, rubbish, rags or any other improper articles shall be deposited into the same. Any damage to the Common Elements resulting from misuse thereof shall be borne by the Unit Owner of the Unit where the misuse occurred.

16. Without the prior permission of the Condominium Association, no contractor or workman employed by a Unit Owner other than Developer shall be permitted to do any work in any Unit (except for emergency repairs) between the hours of 6:00 P.M. and 8:00 A.M., or on Sunday or legal holidays if such work is likely to disturb other Unit owners.

17. All appliances and electrical equipment of any kind and all appliances of every kind, however powered, installed or used in a Unit shall comply with all rules, requirements, regulations and recommendations of all public authorities and boards of fire underwriters having jurisdiction.

18. All hard surface flooring installed in a Unit other than in the kitchen or bathroom must be cushioned with sound insulation so as not to interfere with the privacy of other Unit owners.

19. No employee of the Condominium Association or of the Condominium Manager shall be requested or required by any Unit Owner to perform any personal service for any Unit Owner not in the line of duties prescribed for such employee by the Condominium Association or the Condominium Manager.

20. Each Unit Owner shall be held accountable for any violation of these rules by the family members, guests, tenants, agents or employees of the Unit Owner.

EXHIBIT "E"

EXHIBIT "E"

[THE DEVELOPER MAY BE IN CONTROL OF THE BOARD OF DIRECTORS OF THE CONDOMINIUM ASSOCIATION DURING THE PERIOD OF OPERATION FOR WHICH THIS BUDGET HAS BEEN RENDERED]

ESTIMATED TWELVE-MONTH OPERATING BUDGET OF THE OCEANA SOUTH
CONDOMINIUM II ASSOCIATION, INC. (1) (2)

ADMINISTRATION:	<u>Monthly</u>	<u>Annual</u>
Manager: Payroll	\$1,416.67	\$17,000
Boarding	583.33	7,000
INSURANCE:		
Fire, Extended Coverage, Flood, Liability on Common Elements and Workman's Compensation	2,083.33	\$25,000
UTILITIES:		
Water (3)	1,000.00	12,000
Security and Telephone	333.33	4,000
Common Electric	1,166.66	14,000
AUDIT AND LEGAL:	125.00	1,500
PAYROLL TAXES:		
State Unemployment	41.67	500
Payroll F.I.C.A.	150.00	1,800
SERVICES:		
Rubbish Removal	208.33	2,500
Exterminator	41.67	500
Elevator Service and Inspection	416.67	5,000
Security Patrol	116.67	1,400
REPAIRS, MAINTENANCE AND REPLACEMENT:		
Maintenance Payroll	1,250.00	15,000
Supplies and Equipment	416.67	5,000
CONTINGENCY AND CAPITAL REPLACEMENT RESERVE:	500.00	6,000
FEES TO DIVISION OF FLORIDA LAND SALES AND CONDOMINIUMS:	<u>108.33</u>	<u>1,300</u>
TOTAL:	\$9,958.33	\$119,500.00

NOTES TO ESTIMATED TWLEVE-MONTH OPERATING BUDGET OF THE
OCEANA SOUTH CONDOMINIUM II, ASSOCIATION INC.

(1) This budget was prepared for the twelve-month period from January 1, 1981 to December 31, 1981.

(2) The Developer believes that this budget is reliable; however, because actual expenditures may differ from estimated expenditures, and because of possible changes in the actual expenses of The Oceana South Condominium II Association, Inc., this budget is not intended to be, nor should this budget be construed as a representation, guaranty or warranty of any kind whatsoever, including, without limitation, that the actual expenses for any period of operation may not vary from the amount estimated or that the Condominium Association will not incur additional expenses or provide for additional reserves or other sums not reflected in this budget.

(3) The expenses assessed and collected by the Oceana South Condominium II Association, Inc. with respect to water usage shall be paid to the Oceana South Association, Inc. pursuant to Article V, Section 8 of the Oceana South Declaration of Covenants, Restrictions and Easements.