

ARTICLES OF INCORPORATION
OF
THE SEA BROOK PLACE CONDOMINIUM
ASSOCIATION, INC.

(A Florida Corporation Not For Profit)

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:

APPROVED
AND
FILED
6 3 40 PM 1971
OFFICE OF THE
CLERK OF THE
COURT
JACKSONVILLE, FLORIDA

I

NAME OF CORPORATION

The name of this Corporation shall be "THE SEA BROOK PLACE CONDOMINIUM ASSOCIATION, INC." (hereinafter referred to as the "Condominium Association").

II

PURPOSE

The purpose of the Condominium Association shall to be the "Association," as said term is defined in the Florida Condominium Act, Florida Statutes Chapter 718 (the "Condominium Act"), for Sea Brook Place, a Condominium ("Condominium"), which Condominium shall be created in phases by the recordation by Radnor/Jupiter Corporation, a Delaware Corporation (hereinafter referred to, together with its successors and assigns, as "Developer") of a certain "Declaration of Condominium of Sea Brook Place, a Condominium" (the "Declaration of Condominium"), and amendments thereto, 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.

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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 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 of these Articles of Incorporation are as follows:

DALE W. ALEXANDER - 1001 So. U.S. Highway One, Jupiter, Fla.
JOHN D. ALEXANDER - 1001 So. U.S. Highway One, Jupiter, Fla.
JOAN M. ODELL - 1001 So. U.S. Highway One, Jupiter, Fla.

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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	James C. MacDonald
Vice President	Dale W. Alexander
Secretary	John D. Alexander
Treasurer	John D. Alexander

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:

James C. MacDonald - 1001 So. U.S. Highway One, Jupiter, Fla.
Dale W. Alexander - 1001 So. U.S. Highway One, Jupiter, Fla.
John D. Alexander - 1001 So. U.S. Highway One, Jupiter, Fla.

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. Thirty (30) days after the conveyance by Developer to owners other than Developer of fifteen percent (15%) of the Units that will be operated ultimately by the Condominium Association if all phases of the development are submitted to the Condominium Act as part of Sea Brook Place, a Condominium, the First Board shall be succeeded by the "Initial Elected Board." The number of Directors on the Initial Elected Board shall be three (3). Members other than the Developer

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("Purchaser Members") shall be entitled to elect one (1) Director and the Developer shall designate and select the remaining two (2) Directors. The Purchaser Members shall elect their one Director 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 two 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: one-third (1/3) by Purchaser Members and two-thirds (2/3) by the Developer.

4. Thirty (30) days after the "Turnover Date" (as hereinafter defined), one of the Developer's two designated Directors shall be succeeded by a Director elected by the Purchaser Members. The "Turnover Date" is the earliest to occur of the following:

A. Three (3) years after sales by Developer have been closed for fifty percent (50%) of the Units that will be operated ultimately by the Condominium Association if all phases of the development are submitted to the Condominium Act as part of Sea Brook Place, a Condominium, which closings shall be evidenced by the recording of instruments of conveyance to the respective Purchaser Members in the Public Records of Palm Beach County, Florida; or

B. Three (3) months after sales by Developer have been closed for ninety percent (90%) of the Units that will be operated ultimately by the Condominium Association if all phases of the development are submitted to the Condominium Act as a part of Sea Brook Place, a Condominium, which closing shall be evidenced by the recording of instruments of conveyance to the respective Purchaser Members in the Public Records of Palm Beach County, Florida;

C. When all Units that will be ultimately operated by the Condominium Association if all phases of the development are submitted to the Condominium Act as a part of Sea Brook Place, a Condominium, 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

A¹ D. June 30, 1983.

Within the thirty (30) 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 one of the Developer's designated Directors so that the Directors elected by the Purchaser Members shall comprise a majority of the Board of Directors.

5. In the event Developer at any time makes a written declaration to the Association that it will not submit any of the phases of the development to the Condominium Act as part of Sea Brook Place, a Condominium, the number of Units that will be ultimately operated by the Condominium Association shall thereby be adjusted downward for purposes of the foregoing calculations.

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6. Sixty (60) days prior to the first Annual Members Meeting after the Majority Election Meeting the Board shall determine the total number of Directors of the Board of Directors which total number shall not exceed seven (7) Directors.

7. Until the time set forth in Paragraph 8 of this Article VIII, at each Annual Members Meeting held subsequent to the Majority Election Meeting, a majority of the Directors shall be elected by the Purchaser Members and a minority of the Directors shall be designated by the Developer.

8. Upon the earlier to occur of the following events ("Developer's Resignation Event"), the Developer shall cause all of its designated Directors to resign:

A. When the Developer no longer holds for sale any Unit in the ordinary course of business, if all phases of the development are submitted to the Condominium Act as part of Sea Brook Place, a Condominium; or

B. The voluntary resignation of all of the designated Directors.

Upon the Developer's Resignation Event, the members of the Board of Directors elected by Purchaser Members shall elect successor Directors to fill the vacancies caused by the resignation or removal of the Developer's designated Directors. These successor Directors shall serve until the next Annual Members Meeting and until their successors are elected and qualified.

9. At each Annual Members Meeting held subsequent to the year in which the Developer's Resignation Event occurs, 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

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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 not 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

AMENDMENTS

1. Subject to the provisions of Article XI 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.

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.

XII

INITIAL REGISTERED OFFICE AND AGENT

The street address of the initial registered office of this Corporation is 1001 South U.S. Highway One, Jupiter

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Florida, 33458, and the name of the initial registered agent of this Corporation at that address is DALE W. ALEXANDER.

IN WITNESS WHEREOF, the Subscribers hereto have hereunto set their hands and seals this 27th day of September, 1977.

Signed, sealed and delivered in the presence of:

Robert L. Van Buren

John D. Alexander (SEAL)

Rachel N. Robinson

Joan M. Odell (SEAL)

STATE OF FLORIDA)
COUNTY OF PALM BEACH) SS

BEFORE ME, the undersigned authority, personally appeared Dale W. Alexander, John D. Alexander, Joan M. Odell after being by me first duly sworn, acknowledged that they executed the foregoing Articles of Incorporation of THE SEA BROOK PLACE CONDOMINIUM 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 27th day of September, 1977.

My commission expires:

William H. Hester (SEAL)
Notary Public
My Commission Expires Oct. 7, 1978
Bonded by American Fire & Casualty Co.

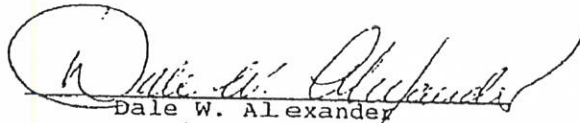
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~~CERTIFICATE DESIGNATING RESIDENT AGENT~~
AND LOCATION FOR SERVICE OF PROCESS.

Pursuant to Section 48.091, Chapter 48, Florida Statutes, the following is submitted: that THE SEA BROOK PLACE CONDOMINIUM ASSOCIATION, INC. desiring to organize under the laws of the State of Florida, has named DALE W. ALEXANDER, as its agent to accept service of process within this State, and has designated 1001 So. U. S. Highway One, Town of Jupiter, County of Palm Beach, State of Florida, 33458, as the location for service of process within this State.

-ACKNOWLEDGEMENT:

Having been named to accept service of process for the above stated corporation, at place designated in this Certificate, I hereby agree to act in this capacity, and agree to comply with the provisions of Section 48.091, Chapter 48, Florida Statutes.


Dale W. Alexander

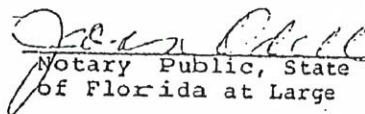
STATE OF FLORIDA :
COUNTY OF PALM BEACH : ss

BEFORE ME, the undersigned authority, personally appeared DALE W. ALEXANDER, who after being by me first duly sworn, acknowledged that he executed the foregoing Certificate, for the purposes therein expressed.

WITNESS my hand and official seal at the State and County aforesaid, this 14th day of September 1977.

My commission expires:

NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES NOVEMBER 4, 1977
BONDED THRU GENERAL INSURANCE UNDERWRITING

 (seal)
Notary Public, State
of Florida at Large

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State of Florida

DEPARTMENT OF STATE • DIVISION OF CORPORATIONS

I certify that the following is a true and correct copy of
Article of Incorporation of THE SEA BROOK PLACE
CONDOMINIUM ASSOCIATION, INC., a corporation not
for profit organized under the Laws of the State of
Florida, filed on October 6, 1977, as shown by the
records of this office.

The charter number for this corporation is 740352.

GIVEN under my hand and the Great
Seal of the State of Florida, at
Tallahassee, the Capital, this the
7th day of October, 1977.

Reverend A. Smithers



CERTIFIED

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