

ARTICLES OF INCORPORATION
OF
DEL MAR ASSOCIATION, INC.
(A Condominium Association)

The undersigned by these Articles associate themselves for the purpose of forming a corporation not for profit, under Chapter 617, Florida Statutes 1971, and certify as follows:

ARTICLE 1

Name

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

ARTICLE 2

Purpose

2.1 The purpose for which the Association is organized is to provide an entity pursuant to the Condominium Act, which is Chapter 711, Florida Statutes 1971, for the operation of condominiums to be established by VISTA PROPERTIES OF VERO BEACH, INC., a Florida corporation, hereinafter called the Developer, upon the following lands:

The South 765.0 feet of Government Lot 8, Section 19, lying East of State Road A-1-A less the South 38.80 feet thereof; and that part of Government Lot 1, Section 20, lying East of the above described parcel to the mean high water mark of the Atlantic Ocean, all lying and being in Township 32 South, Range 40 East, Town of Indian River Shores, County of Indian River, State of Florida, including all littoral rights pertaining thereto.

It is anticipated that nine (9) separate condominium apartment buildings will be established by the Developer upon said land.

2.2 The Association will make no distribution of income to its members, directors or officers.

(Article 2 was amended in 1972)

ARTICLE 3

Powers

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

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

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

- a. To make and collect assessments against members to defray the costs, expenses and losses of the separate condominiums.
- b. To use the proceeds of assessments in the exercise of its powers and duties.
- c. To maintain, repair, replace and operate the condominium properties.
- d. To purchase insurance for the condominium properties; and insurance for the protection of the Association and its members as condominium unit owners.
- e. To reconstruct improvements after casualty and to further improve the condominium properties.
- f. To make and amend reasonable regulations respecting the use of the condominium properties.
- g. To approve or disapprove the transfer, mortgage and ownership of condominium units as may be provided by the separate Declarations of Condominium and the Bylaws of the Association.
- h. To enforce by legal means the provisions of the Condominium Act, the separate Declaration of Condominium, these Articles, the Bylaws of the Association and the Regulations for the use of the condominium properties.

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

j. To lease such portions of the common elements of the condominiums as are susceptible to separate management and operation.

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

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

m. To own and hold fee simple title to land within reasonable proximity to the condominium properties upon which recreational facilities, entrance ways, walkways, parking areas, and like facilities are or may be constructed for the benefit of all condominium apartment owners in Vista Del Mar Condominium, their guests, invitees and tenants, and to manage, control and maintain the same. The Association shall assess each condominium apartment located in Vista Del Mar for its pro rata share of the common expenses as set forth in the Declaration of Condominium, *and shall assess each condominium apartment for its one two hundred forty sixth (1/246) share of any monthly mortgage payment required to be paid by the Association to acquire said facilities, and all said assessments shall be deemed a common expense as defined by the Declaration of Condominium for Vista Del Mar Condominium. (Subsection 3.m as amended on 1/27/78)*

NOTE: The portion above in italics was determined unenforceable by the Department of Business Regulation, Bureau of Condominiums, 1983

3.3 All funds, except such portions thereof as are expended for the common expenses of the condominium, and the titles of all properties will be held in trust for the members of the Association, in accordance with their respective interests under the separate Declarations of Condominium and in accordance with the provisions of these Articles of Incorporation and the Bylaws of the Association.

3.4 The powers of the Association will be subject to and will be exercised in accordance with the provisions of the separate Declarations of Condominium and the Bylaws of the Association.

ARTICLE 4

Members

✓ 4.1 The members of the Association will consist of all of the record owners of the condominium units in the condominiums, said condominium units being apartment of various types; and after termination of any condominium will consist of those who were members of the terminated condominium at the time of such termination, their successors and assigns, and of the record owners of condominium units in the remaining condominiums.

4.2 After receiving approval of the Association, change of membership will be established by recording in the public records of Indian River County, Florida, a deed or other instrument establishing a record title to a condominium unit and by the delivery to the Association of a copy of such instrument. The owner designated by such instrument thus becomes a member of the Association and membership of the prior owner is terminated.

4.3 The share of a member in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to his condominium unit.

4.4 The owner of each condominium unit will be entitled to at least one vote as a member of the Association. The exact number of votes to be cast by owners and the manner of exercising voting rights will be determined by the Bylaws of the Association.

ARTICLE 5

Directors

5.1 The affairs of the Association will be managed by a board consisting of the number of directors determined by the Bylaws of the Association, but not less than three directors; and in the absence of such determination will consist of three directors. Directors must be members of the Association. **(Amended as per Section 3.1 of the Bylaws, as amended in 1988)**

5.2 Directors of the Association will be elected at the annual meeting of the

members in the manner determined by the Bylaws of the Association. Directors may be removed and vacancies on the Board of Directors will be filled in the manner provided by the Bylaws of the Association.

5.3 The first election of directors will not be held until after the Developer has closed the sales of all of the condominium units of all nine (9) condominiums established by it upon the lands described in Article 2 hereof (as anticipated), or until it elects to terminate its control of the Association, or until December 31, 1977, whichever first occurs. The directors named in these Articles will serve until the first election of directors and any vacancies in their number occurring before the first election will be filled by the remaining directors.

5.4 The names and addresses of the members of the first Board of Directors who shall hold office until removed are as follows:

RONALD E. EWING	1800 East Ocean Boulevard Stuart, Florida
RONALD D. BISHOP	3707 West 30th Terrace Topeka, Kansas
DARRELL F. MOSS	1800 East Ocean Boulevard Stuart, Florida

ARTICLE 6

Officers

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

President	RONALD E. EWING 1800 East Ocean Boulevard Stuart, Florida
Vice-President	ROBIN D. BISHOP 3707 West 30th Terrace Topeka, Kansas

Secretary-Treasurer

DARRELL F. MOSS
1800 East Ocean Boulevard
Stuart, Florida

ARTICLE 7

Indemnification

Section 1. General. To the fullest extent permitted by Florida law, the Association shall indemnify and hold harmless every Director and every officer of the Association against all expenses and liabilities, including attorneys' fees, actually and reasonably incurred by or imposed on him/her in connection with any legal proceeding (or settlement or appeal of such proceeding) (and including administrative proceeding) to which he/she may be a party because of his/her being or having been a Director or officer of the Association. The foregoing right of indemnification shall not be available if a judgment or other final adjudication establishes that his/her actions or omissions to act were material to the cause adjudicated and involved:

- (1) willful misconduct or a conscious disregard for the best interests of the association, in a proceeding by or in the right of the Association to procure a judgment in its favor; or
- (2) a violation of criminal law, unless the Director or officer had no reasonable cause to believe his/her action was lawful; or
- (3) a transaction from which the Director or officer derived an improper personal benefit.

In the event of a settlement, the right to indemnification shall not apply unless the Board of Directors approves such settlement as being in the best interest of the Association. The foregoing rights of indemnification shall be in addition to and not exclusive of all other rights to which a Director or officer may be entitled.

Section 2. Provisos.

- (1) It is specifically recognized and agreed that the protections of Section 1 above shall fully apply in connection with the decisions of the Directors and officers to disapprove transfers by reason of age, in which any action arises or is threatened under the ACT.
- (2) The protections of Section 1 above shall fully apply to protect any committee members of the Association, as if they were specifically referred to in Section 1. In

connection with the member(s) decisions to disapprove or recommend disapproval of transfers by reason of age, in which any action arises or is threatened under the ACT.

(3) Exception. The Provisos above and Section 1 above shall not apply to protect Directors, officers or committee persons where they knew or had reason to know that the Community was not exempted from the ACT by EXEMPTION THREE.

(As amended 7/1/89)

ARTICLE 8

Bylaws

The first Bylaws of the Association will be adopted by the Board of Directors and may be altered, amended or rescinded in the manner provided by said Bylaws.

ARTICLE 9

Amendments

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

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

9.2 A resolution for the adoption of a proposed amendment may be proposed either by the Board of Directors or by the members of the Association. Directors and members not present in person or by proxy at the meeting considering the amendment may express their approval in writing, providing such approval is delivered to the Secretary at or prior to the meeting. Except as elsewhere provided.

a. Such approvals must be by not less than 60% of the entire membership of the Board of Directors and by not less than 60% of the votes of the entire membership of the association; or

b. by not less than 75% of the votes of the entire membership of the Association.

(Sections 9.2a and 9.2b were amended as per the Amendment to the Declaration of Condominium on 12/8/76)

9.3 Provided, however, that no amendment will make any changes in the

qualifications for membership nor the voting rights of members, without approval in writing by all members and the joinder of all record owners of mortgages upon the condominiums. No amendment will be made that is in conflict with the Condominium Act or the Declarations of Condominium.

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

ARTICLE 10

Term

The term of the Association will be perpetual.

ARTICLE 11

Subscribers

The names and addresses of the subscribers of this Articles of Incorporation are as follows:

RONALD E. EWING
1800 East Ocean Boulevard
Stuart, Florida

ROBIN D. BISHOP
3707 West 30th Terrace
Topeka, Kansas

DARRELL F. MOSS
1800 East Ocean Boulevard
Stuart, Florida

IN WITNESS WHEREOF, the subscribers have affixed their signatures this 13th day of April, 1972.

Ronald E. Ewing

Robin D. Bishop

Darrell F. Moss

STATE OF FLORIDA
COUNTY OF MARTIN

I HEREBY CERTIFY that on this day personally appeared before me, the undersigned authority, RONALD E. EWING and he acknowledged to and before me that he executed the foregoing Articles of Incorporation for the uses and purposes therein expressed.

WITNESS my hand and official seal this 13th day of April, 1972.

Deborah Spooner

Notary Public

STATE OF KANSAS
COUNTY OF SHAWNEE

I HEREBY CERTIFY that on this day personally appeared before me, the undersigned authority, ROBIN D. BISHOP, and he acknowledged to and before me that he executed the foregoing Articles of Incorporation for the uses and purposes therein expressed.

WITNESS my hand and official seal this 10th day of April, 1972.

Notary Public

STATE OF FLORIDA
COUNTY OF MARTIN

I HEREBY CERTIFY that on this day personally appeared before me, the

undersigned authority, DARRELL F. MOSS, and he acknowledged to and before me that he executed the foregoing Articles of Incorporation for the uses and purposes therein expressed.

WITNESS my hand and official seal this 13th day of April, 1972.

Deborah Spooner
Notary Public

EXHIBIT "1"

AMENDMENTS TO DECLARATIONS OF CONDOMINIUM

1 Section 16(a) is amended to read as follows:

16(a) Each of the apartments will be occupied as a single family private dwelling by its owner or his tenant, their visitors and guests, and for no other purpose. No apartment may be divided to increase the number of rooms or subdivided into a smaller unit nor any portion sold or otherwise transferred without first amending this Declaration to show the changes in the apartments affected.

2. Section 16(b) is amended to read as follows:

16(b) No person under twenty one (21) years of age will be permitted to reside in any of the apartments of this condominium except that persons under the age of twenty one (21) years may be permitted to visit an apartment as provided for in Section (c) next below. Since this amendment is in essence a clarification of the original Declarations, the effective date of this amendment is the date on which the particular Declaration was originally recorded.

3. Section 16 (c) is amended to read as follows:

16 (c) Persons under twenty one (21) years of age may visit the apartments for a period of time not to exceed thirty (30) days in any given calendar year. Such visitation periods shall not be cumulative from year to year. Only overnight visitations shall be considered in the aforesaid computations; so by way of example, if an underage person visits overnight, two (2) days of visitation shall be computed; if an underage person visits during the day only and does not stay overnight, no days of visitation shall be computed. Since this amendment is in essence a clarification of the original Declaration, the effective date of this amendment is the date on which the particular Declaration was originally recorded.

4. Section 17.1(a) is amended to read as follows:

17.1(a) No apartment owner may dispose of an apartment or any interest in an apartment without the approval of the Board of Directors of the Association. No person under the age of 55 can purchase an apartment.

5. Section 17.1(f) is amended to read as follows:

17.1(f) A transfer fee of not more than one hundred dollars (\$100.00) payable to the Association, will be charged for each purchase, new lease or other transfer of an apartment. However, if a lease is a renewal of a previous lease within a period of two consecutive years, no transfer fee will be charged.

6. Section 18.4 - NEW - is added to the Declaration of Condominium:

18.4 The Association may levy reasonable fines against an apartment owner for the failure of that owner, its occupant, lessee or guest to comply with any provision of the Declaration, the Association Bylaws or reasonable Rules of the Association. Such fines may only be levied after the Association has complied with the conditions set forth in the Florida Statutes, with respect to maximum amount, as well as to notice and opportunity for hearing.

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