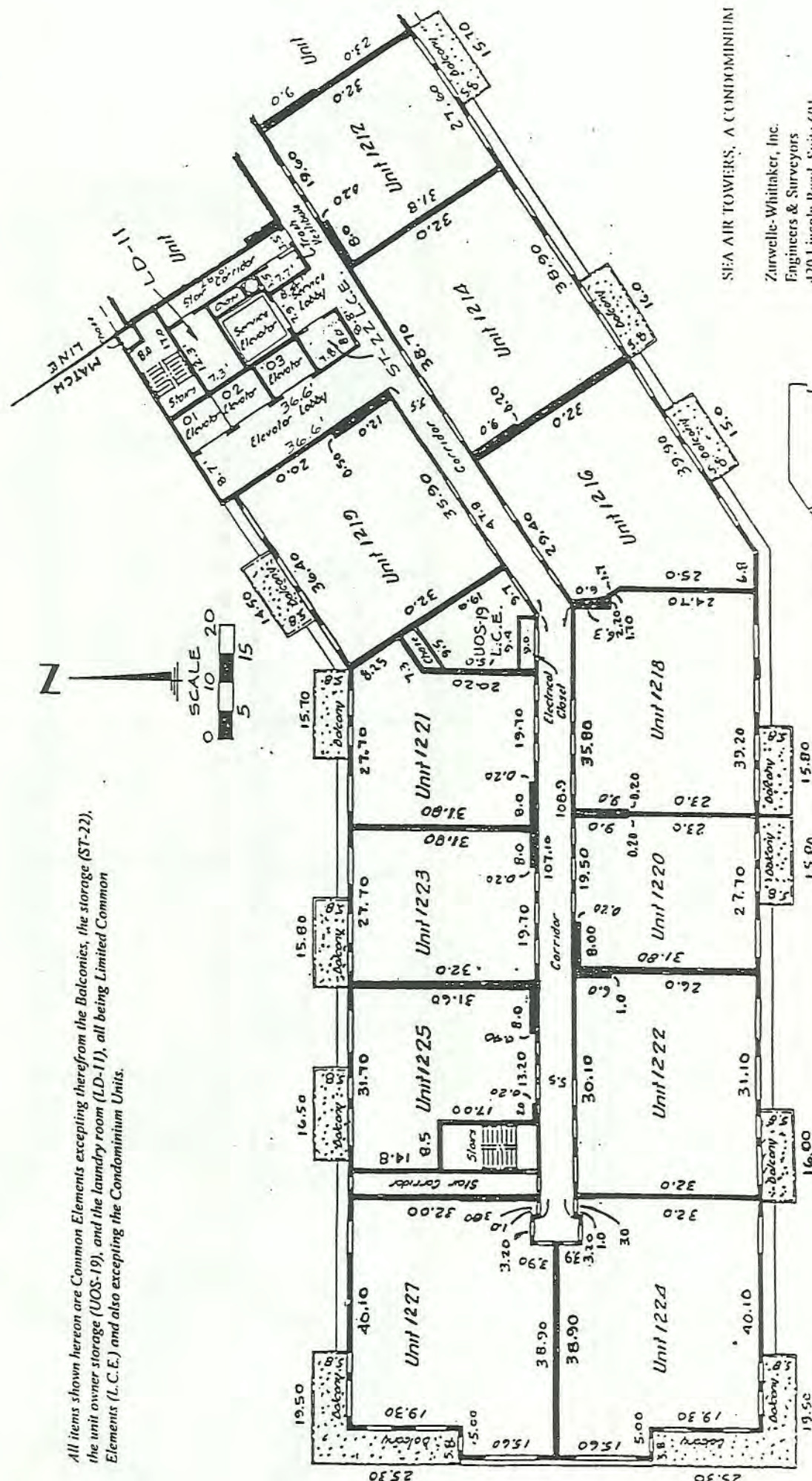


All items shown hereon are Common Elements excepting therefrom the Balconies, the storage (ST-22), the unit owner storage (UOS-19), and the laundry room (LD-11), all being Limited Common Elements (L.C.E.) and also excepting the Condominium Units.

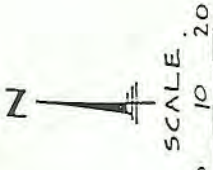


SEA AIR TOWERS, A CONDOMINIUM
 Zurwelle-Whittaker, Inc.
 Engineers & Surveyors
 470 Lincoln Road, Suite 601
 Miami Beach, Florida

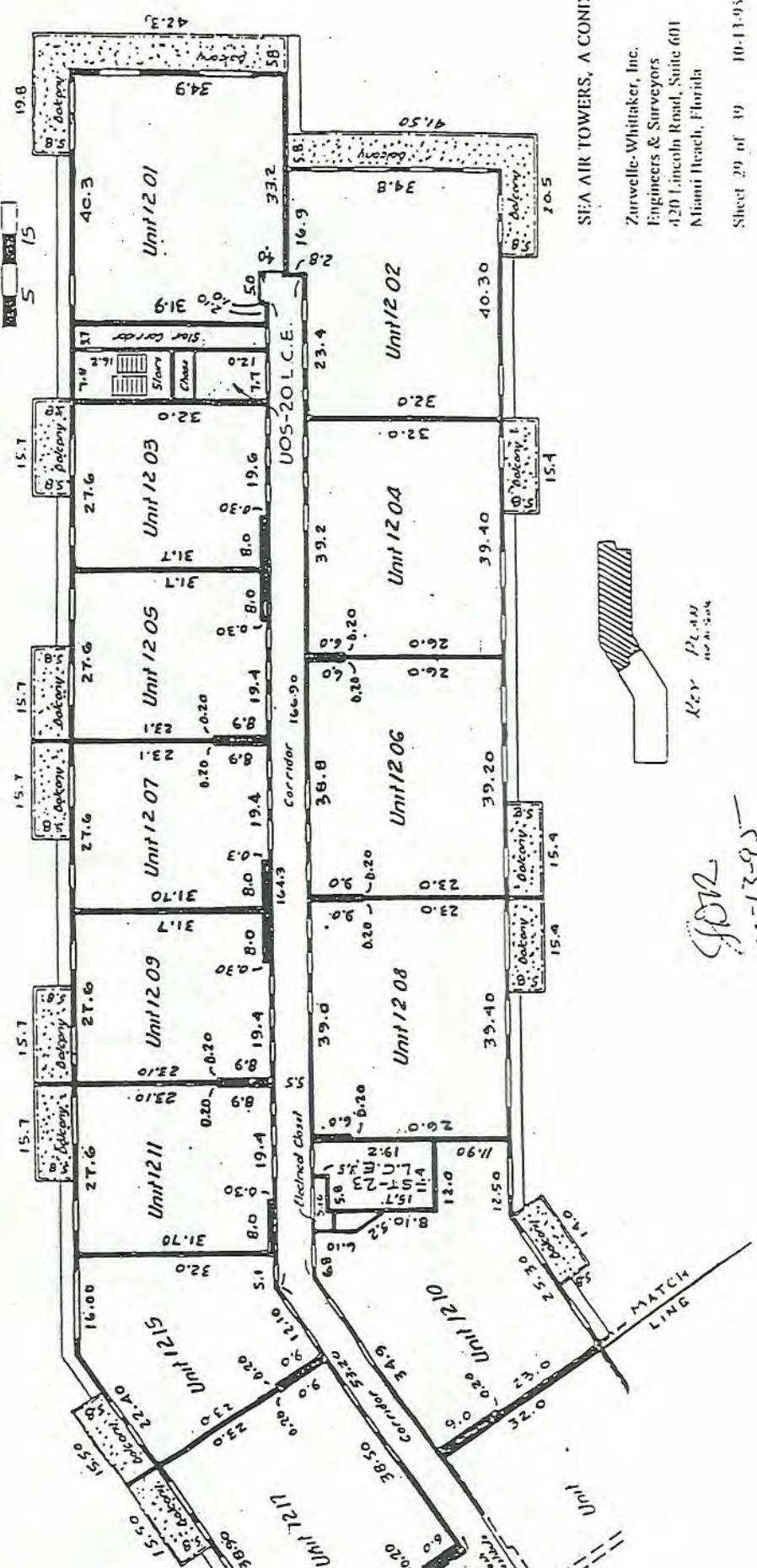
Sheet 28 of 39 10.13.95

JDR
 10.13.95

Very Pleasant



All items shown hereon are Common Elements excepting therefrom the Balconies, the storage (ST-23), the unit owner storage (UOS-20), all being Limited Common Elements (L.C.E.) and also excepting the Condominium Units.



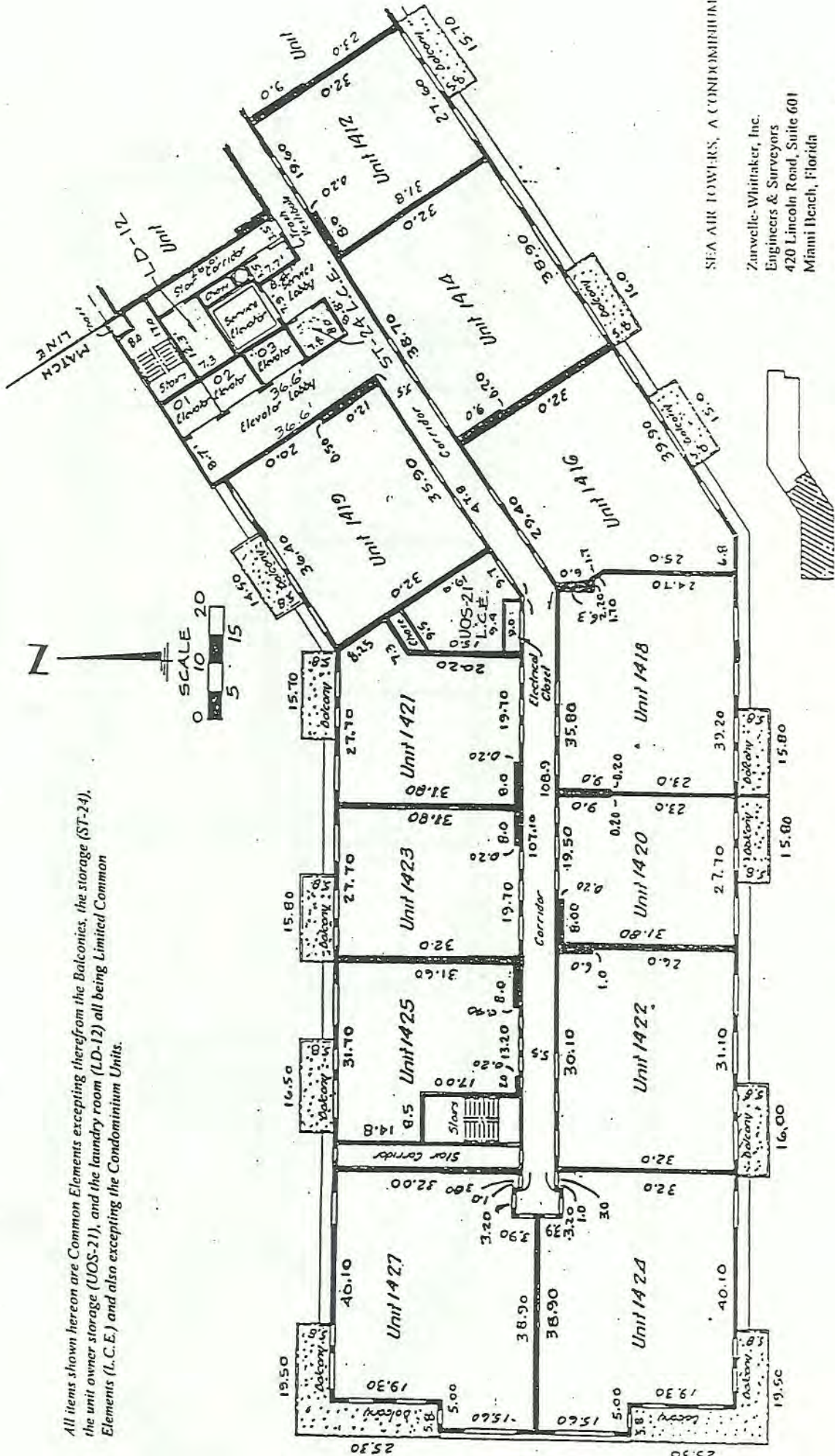
SEA AIR TOWERS, A CONDOMINIUM

Zirvelle-Whitaker, Inc.
 Engineers & Surveyors
 420 Lincoln Road, Suite 601
 Miami Beach, Florida

Sheet 29 of 39 10-13-95

Handwritten: JPM
 10-13-95

All items shown hereon are Common Elements excepting therefrom the Balconies, the storage (ST-24), the unit owner storage (UOS-21), and the laundry room (LD-12) all being Limited Common Elements (L.C.E.) and also excepting the Condominium Units.



SEA AIR TOWERS, A CONDOMINIUM
 Zurwelle-Whitaker, Inc.
 Engineers & Surveyors
 420 Lincoln Road, Suite 601
 Miami Beach, Florida

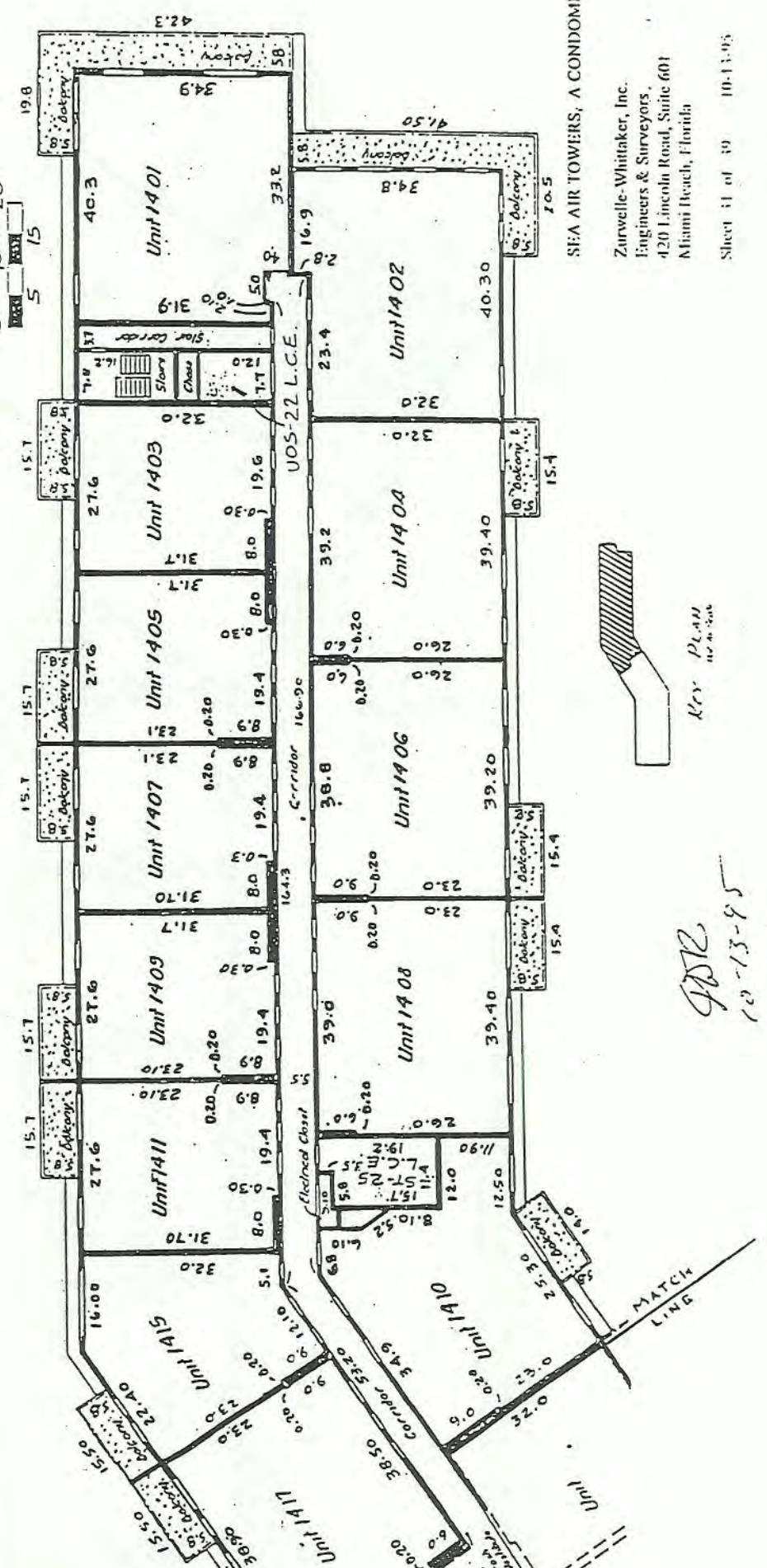
Sheet 30 of 39 10-13-95

KEY PLAN
 NO. 30-A

JWP
 10-13-95



All items shown hereon are Common Elements excepting therefrom the Balconies, the storage (ST-25), the unit owner storage (UOS-22), all being Limited Common Elements (L.C.E.) and also excepting the Condominium Units.



SEA AIR TOWERS, A CONDOMINIUM

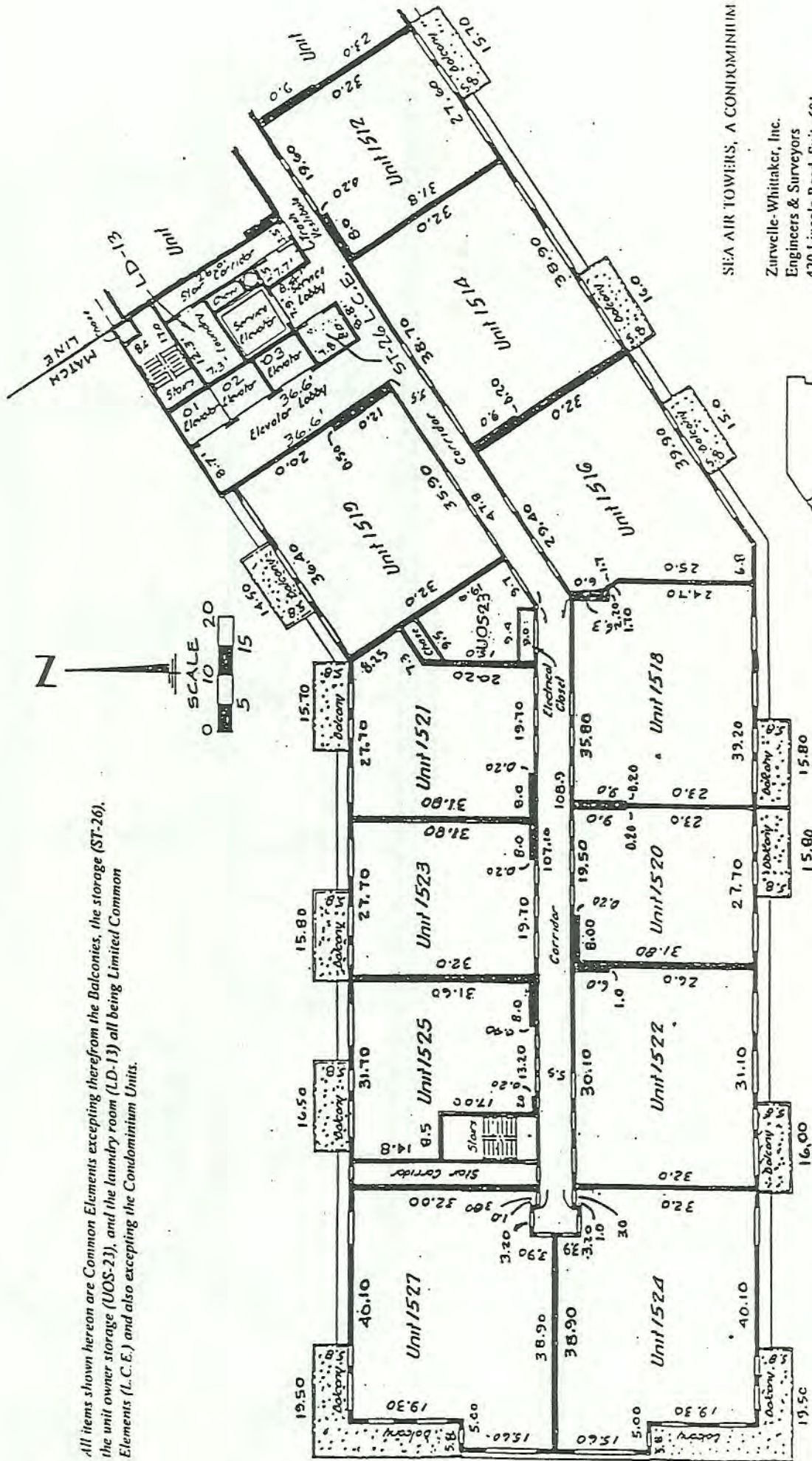
Zurwelle-Whittaker, Inc.
Engineers & Surveyors,
420 Lincoln Road, Suite 601
Miami Beach, Florida

Sheet 31 of 39 10-13-95

JDR
10-13-95

KEY PLAN
10-13-95

All items shown hereon are Common Elements excepting therefrom the Balconies, the storage (ST-26), the unit owner storage (UOS-21), and the laundry room (LD-13) all being Limited Common Elements (L.C.E.) and also excepting the Condominium Units.



SEA AIR TOWERS, A CONDOMINIUM

Zurville-Whittaker, Inc.
 Engineers & Surveyors
 420 Lincoln Road, Suite 601
 Miami Beach, Florida

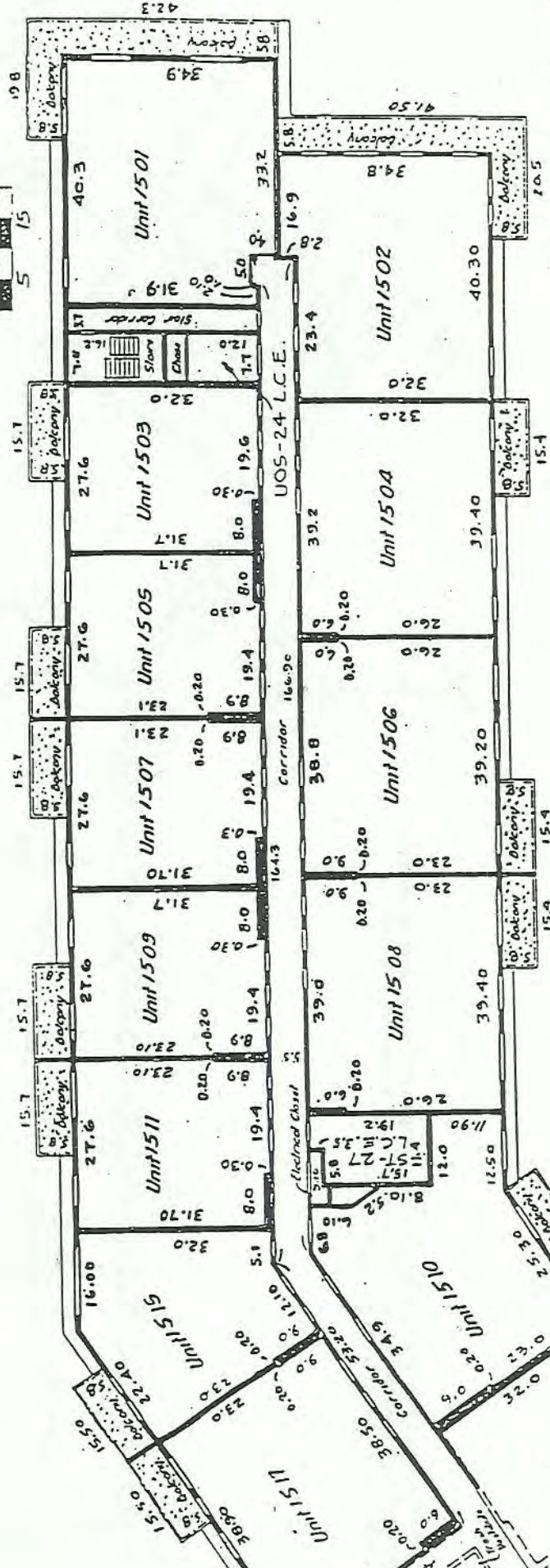
Sheet 1 of 19 10-11-95

10-13-95



All items shown hereon are Common Elements excepting therefrom the Balconies, the storage (ST-27), the unit owner storage (UOS-24), all being Limited Common Elements (L.C.E.) and also excepting the Condominium Units.

SCALE
0 5 10 15 20



SEA AIR TOWERS, A CONDOMINIUM

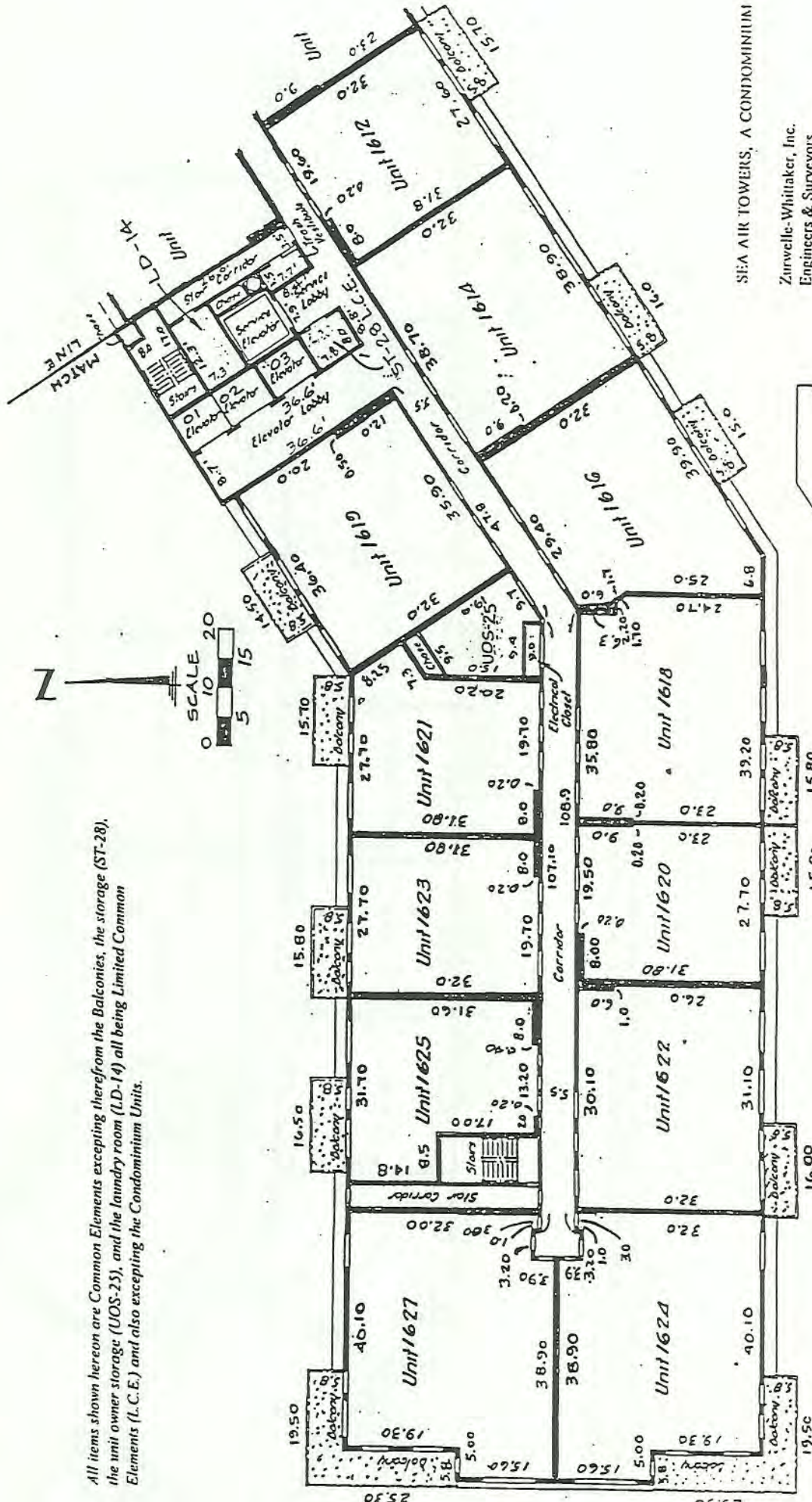
Zarwelle-Whittaker, Inc.
Engineers & Surveyors
420 Lincoln Road, Suite 601
Miami Beach, Florida



Key PLAN

JDR
11-13-95

All items shown hereon are Common Elements excepting therefrom the Balconies, the storage (ST-28), the unit owner storage (UOS-25), and the laundry room (LD-14) all being Limited Common Elements (L.C.E.) and also excepting the Condominium Units.



SEA AIR TOWERS, A CONDOMINIUM

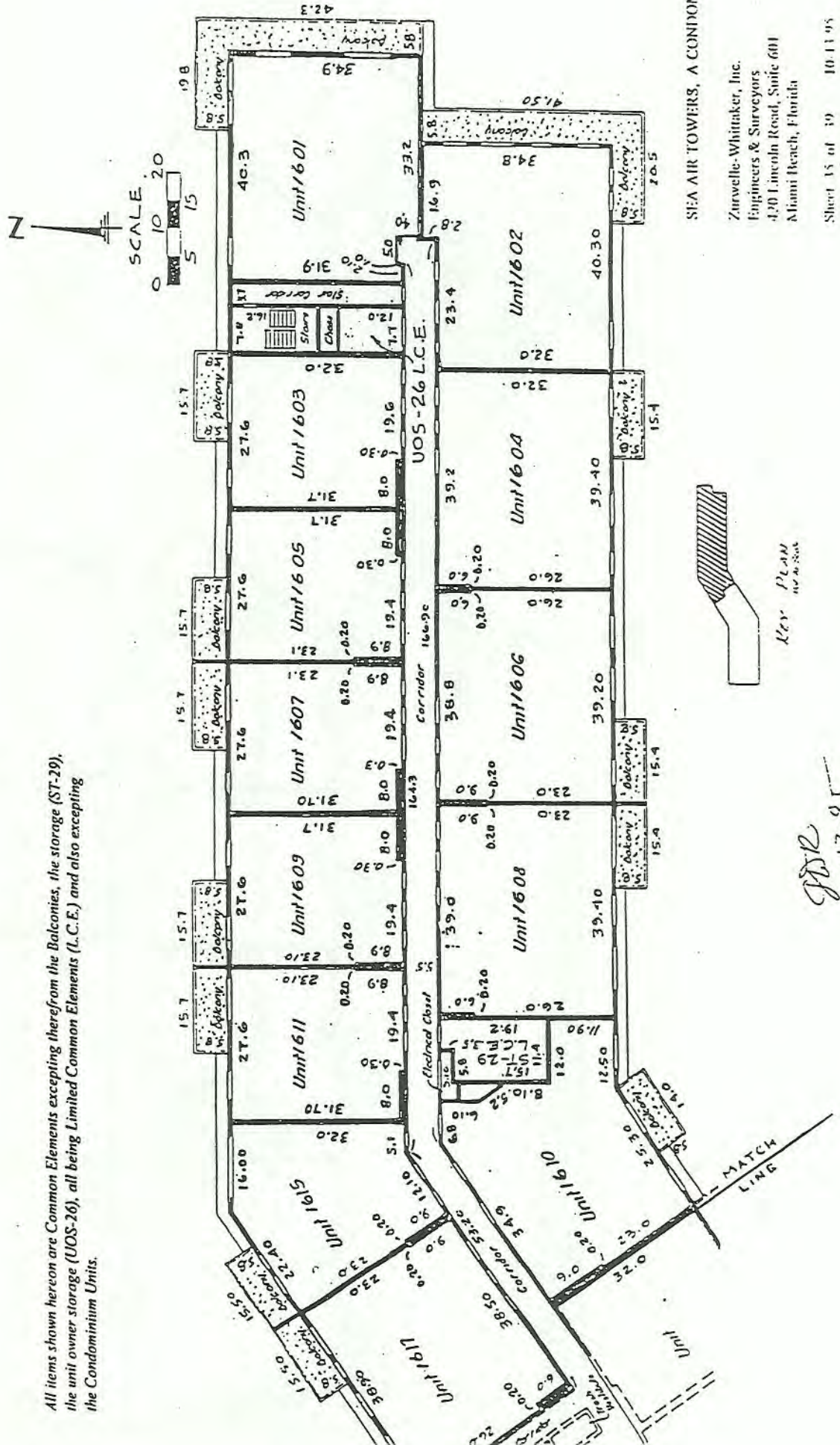
Zurville-Whittaker, Inc.
 Engineers & Surveyors
 420 Lincoln Road, Suite 601
 Miami Beach, Florida

Sheet 14 of 19 10-13-95

10/13/95

10/13/95

All items shown hereon are Common Elements excepting therefrom the Balconies, the storage (ST-29), the unit owner storage (UOS-26), all being Limited Common Elements (L.C.E.) and also excepting the Condominium Units.

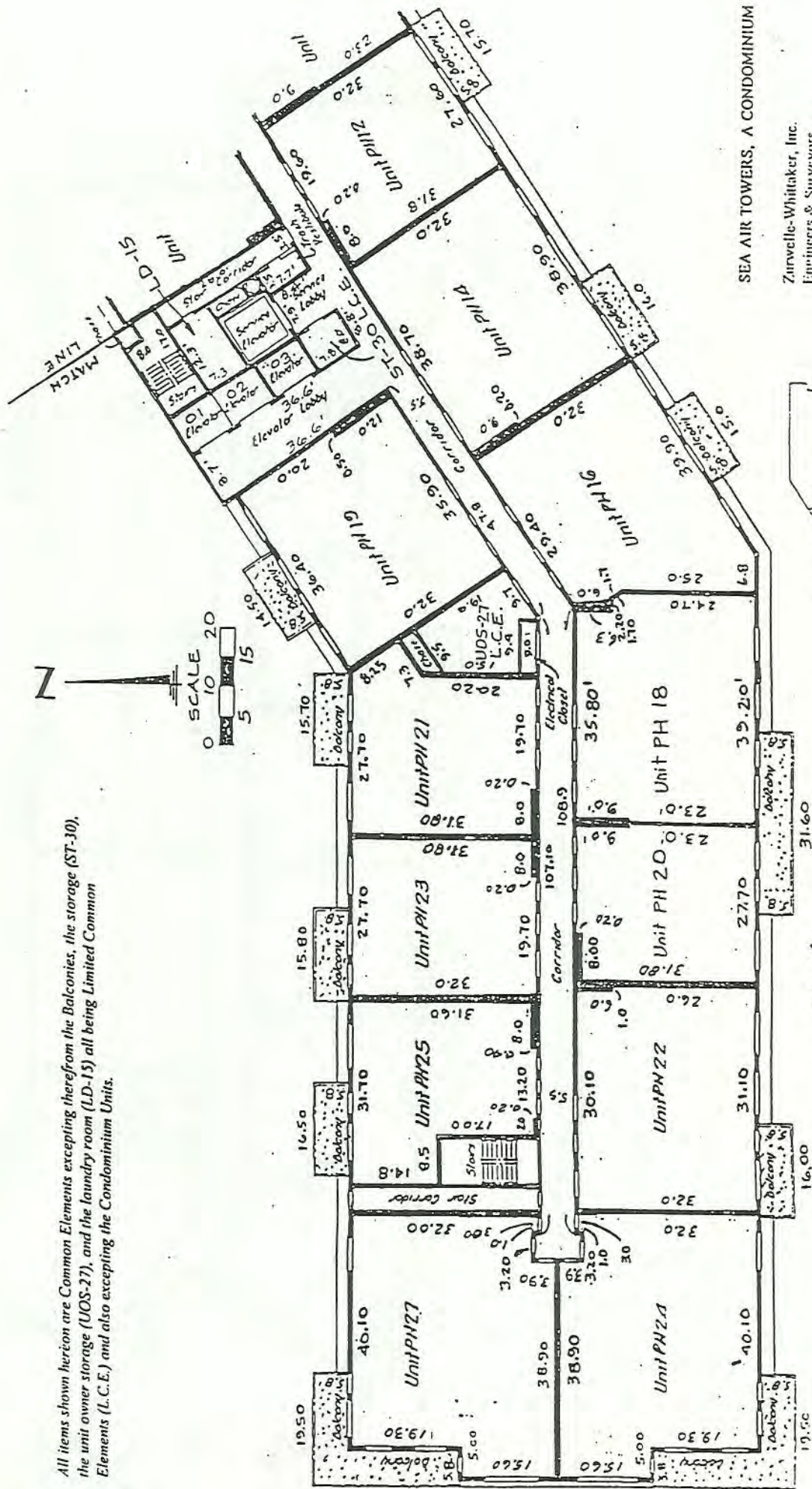


SEA AIR TOWERS, A CONDOMINIUM

Zurwelle-Whitaker, Inc.
 Engineers & Surveyors
 420 Lincoln Road, Suite 601
 Miami Beach, Florida

Sheet 15 of 19 10-13-95

All items shown hereon are Common Elements excepting therefrom the Balconies, the storage (ST-30), the unit owner storage (UOS-27), and the laundry room (LD-15) all being Limited Common Elements (L.C.E.) and also excepting the Condominium Units.

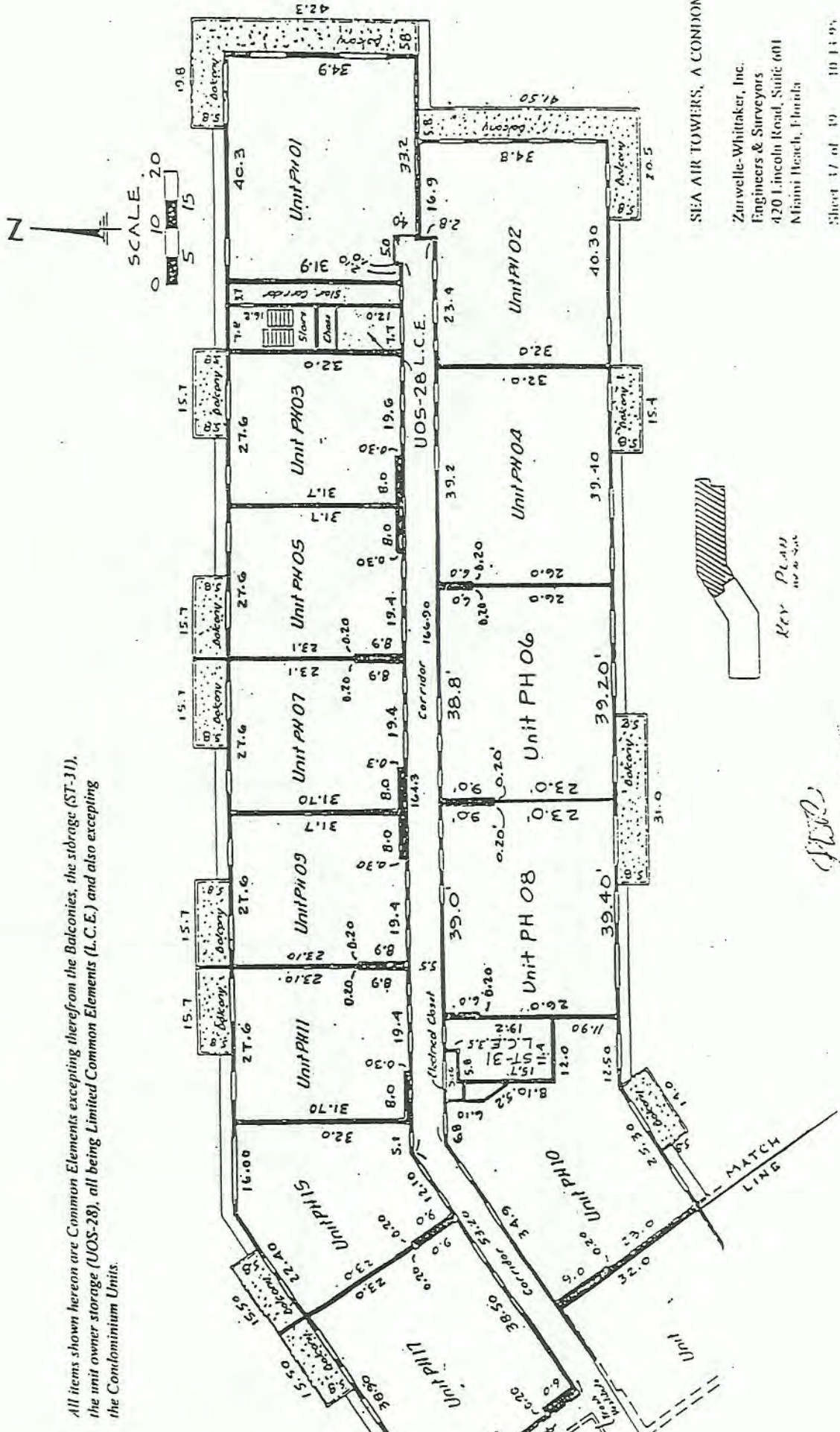


SEA AIR TOWERS, A CONDOMINIUM

Zurvelle-Whitaker, Inc.
 Engineers & Surveyors
 420 Lincoln Road, Suite 601
 Miami Beach, Florida

Key Plan
 as shown

All items shown hereon are Common Elements excepting therefrom the Balconies, the storage (ST-11), the unit owner storage (UOS-28), all being Limited Common Elements (L.C.E.) and also excepting the Condominium Units.



KEY PLAN
10-13-95

SEA AIR TOWERS, A CONDOMINIUM

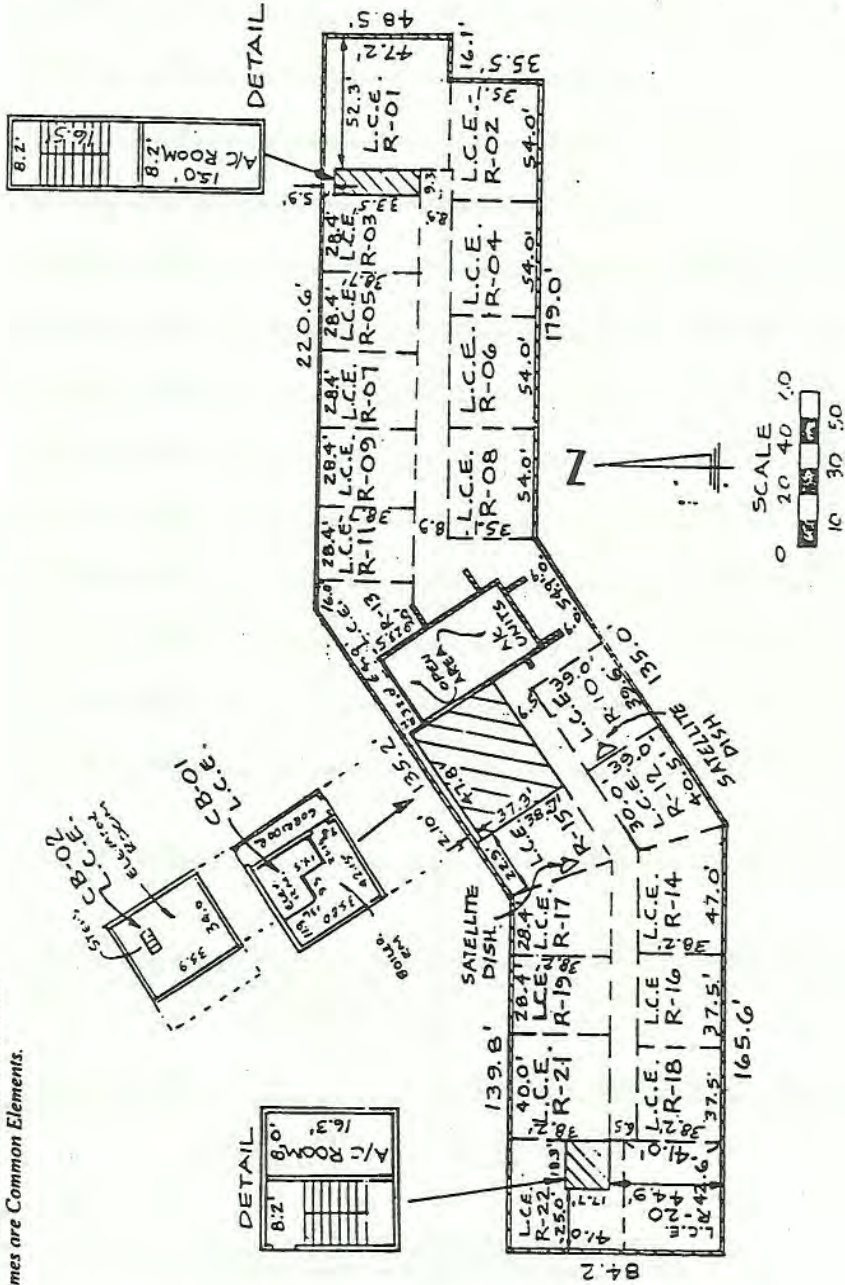
Zurwelle-Whitaker, Inc.
Engineers & Surveyors
420 Lincoln Road, Suite 601
Miami Beach, Florida

Sheet 17 of 19 10-13-95

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10-13-95

ROOF PLAN

Roof items R-1 through R-22, inclusive, and CB-01 and CB-02 are Limited Common Elements (L.C.E.); all other items are Common Elements.



SEA AIR TOWERS, A CONDOMINIUM
 Zarwelle-Whittaker, Inc.
 Engineers & Surveyors
 420 Lincoln Road, Suite 601
 Miami Beach, Florida
 Sheet 18 of 19 10-11-95

REV. 10-18-95
 AS TO L.C.E. NOTES.

Handwritten signature and date:
 10-18-95

ELEVATOR RM. ROOF	EL. 155.95
ELEVATOR RM. FLOOR	EL. 155.24
MACHINE RM FLOOR	EL. 155.37
AVERAGE ROOF	EL. 155.17
PENTHOUSE FLOOR	EL. 143.17
16 TH FLOOR	EL. 139.07
15 TH FLOOR	EL. 125.07
14 TH FLOOR	EL. 115.07
12 TH FLOOR	EL. 107.07
11 TH FLOOR	EL. 98.07
10 TH FLOOR	EL. 89.07
9 TH FLOOR	EL. 80.12
8 TH FLOOR	EL. 71.07
7 TH FLOOR	EL. 62.12
6 TH FLOOR	EL. 53.17
5 TH FLOOR	EL. 44.17
4 TH FLOOR	EL. 35.17
3 RD FLOOR	EL. 26.17
LOBBY FLOOR	EL. 10.38
AVERAGE GROUND	EL. 5.00
PARKING GARAGE AVERAGE	EL. 0.90

PROFILE PLAN

The Elevations (El.) shown hereon are referenced to
0.00 feet, National Geodetic Vertical Datum, (N.G.V.D.), 1929.

SEA AIR TOWERS, A CONDOMINIUM

Zurwelle-Whittaker, Inc.
Engineers & Surveyors
420 Lincoln Road, Suite 601
Miami Beach, Florida

Sheet 39 of 39 10-13-95

JDR
10-13-95

EXHIBIT "B"

SEA AIR TOWERS, A CONDOMINIUM

UNIT OWNERS UNDIVIDED SHARE IN THE COMMON ELEMENTS
AND PERCENTAGE OF SHARING COMMON EXPENSES
AND OWNING COMMON SURPLUS

SEA AIR TOWERS, A CONDOMINIUM

UNIT OWNER UNDIVIDED SHARE IN THE COMMON ELEMENTS
AND PERCENTAGE OF SHARING COMMON EXPENSES
AND OWNING COMMON SURPLUS

Both the percentage of ownership of Common Elements and the Common Expenses of the Units were apportioned equally to all Units. Each Unit is 1/362.



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EXHIBIT "C"

SEA AIR TOWERS, A CONDOMINIUM

ARTICLES OF INCORPORATION OF
SEA AIR TOWERS CONDOMINIUM ASSOCIATION, INC.

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FLORIDA DEPARTMENT OF STATE
Sandra B. Mortham
Secretary of State

February 8, 1996

CSC NETWORKS
1201 HAYS STREET
TALLAHASSEE, FL 32301

The Articles of Incorporation for SEA AIR TOWERS CONDOMINIUM ASSOCIATION, INC. were filed on February 7, 1996 and assigned document number N96000000667. Please refer to this number whenever corresponding with this office regarding the above corporation.

PLEASE NOTE: COMPLIANCE WITH THE FOLLOWING PROCEDURES IS ESSENTIAL TO MAINTAINING YOUR CORPORATE STATUS. FAILURE TO DO SO MAY RESULT IN DISSOLUTION OF YOUR CORPORATION.

A CORPORATION ANNUAL REPORT MUST BE FILED WITH THIS OFFICE BETWEEN JANUARY 1 AND MAY 1 OF EACH YEAR BEGINNING WITH THE CALENDAR YEAR FOLLOWING THE YEAR OF THE FILING DATE NOTED ABOVE AND EACH YEAR THEREAFTER. FAILURE TO FILE THE ANNUAL REPORT ON TIME MAY RESULT IN ADMINISTRATIVE DISSOLUTION OF YOUR CORPORATION.

A FEDERAL EMPLOYER IDENTIFICATION (FEI) NUMBER MUST BE SHOWN ON THE ANNUAL REPORT FORM PRIOR TO ITS FILING WITH THIS OFFICE. CONTACT THE INTERNAL REVENUE SERVICE TO INSURE THAT YOU RECEIVE THE FEI NUMBER IN TIME TO FILE THE ANNUAL REPORT. TO OBTAIN A FEI NUMBER, CONTACT THE IRS AT 1-800-829-3676 AND REQUEST FORM SS-4.

SHOULD YOUR CORPORATE MAILING ADDRESS CHANGE, YOU MUST NOTIFY THIS OFFICE IN WRITING, TO INSURE IMPORTANT MAILINGS SUCH AS THE ANNUAL REPORT NOTICES REACH YOU.

Should you have any questions regarding corporations, please contact this office at the address given below.

Teresa Brown, Corporate Specialist
New Filings Section

Letter Number: 496A00005525

Account number: 072100000032

Account charged: 70.00

FILED
96 FEB -7 AM 9:28
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

ARTICLES OF INCORPORATION
OF

SEA AIR TOWERS CONDOMINIUM ASSOCIATION, INC.
(A Florida Corporation Not-For-Profit)

* * *

In order to form a corporation not-for-profit under and in accordance with Chapter 617 of the Florida Statutes, we, the undersigned, hereby associate ourselves into a corporation not-for-profit for the purposes and with the powers hereinafter set forth and to that end, we do, by these Articles of Incorporation, certify as follows:

EXPLANATION OF TERMINOLOGY

The terms contained in these Articles which are contained in the Declaration of Condominium ("Declaration") creating SEA AIR TOWERS, a Condominium, shall have the meaning of such terms set forth in the Declaration.

ARTICLE I

NAME

The name of this Association shall be SEA AIR TOWERS CONDOMINIUM ASSOCIATION, INC., whose present address is 3725 South Ocean Drive, Hollywood, Florida 33019.

ARTICLE II

PURPOSE OF ASSOCIATION

The purpose for which this Association is organized is to maintain, operate and manage the Condominium and to operate, lease, trade, sell and otherwise deal with the personal and real property thereof.

ARTICLE III

POWERS

The Association shall have the following powers which shall be governed by the following provisions:

A. The Association shall have all of the common law and statutory powers of a corporation not-for-profit and all powers set forth in the Florida Statutes Chapter 718, Florida Statutes Chapter 607, and Florida Statutes Chapter 617 which are not in conflict with or limit the terms of the Declaration, these Articles, the By-Laws or the Act.

B. The Association shall have all of the powers of an owners' association under the Act and shall have all of the powers reasonably necessary to implement the purposes of the Association, including, but not limited to, the following:

1. to make, establish and enforce reasonable Rules and Regulations governing the Condominium and the use of Units;

2. to make, levy, collect and enforce Special Assessments and Annual Assessments against Owners and to provide funds to pay for the expenses of the Association and the maintenance, operation and management of the Condominium in the manner provided in the Declaration, these Articles, the By-Laws and the Condominium Act and to use and expend the proceeds of such Assessments in the exercise of the powers and duties of the Association;

3. to maintain, repair, replace and operate the Condominium in accordance with the Declaration, these Articles, the By-Laws and the Act;

4. to reconstruct improvements of the Condominium in the event of casualty or other loss in accordance with the Declaration;

5. to enforce by legal means the provisions of the Declaration, these Articles, the By-Laws and the Act; and,

6. to employ personnel, retain independent contractors and professional personnel and enter into service contracts to provide for the maintenance, operation and management of the Condominium and to enter into such other agreements that are consistent with the purpose of the Association.

ARTICLE IV

MEMBERS

The qualification of Members, the manner of their admission to membership in the Association, the manner of the termination of such membership and voting by Members shall be as follows:

A. Until such time as the recordation of the Declaration, the Members of this Association shall be comprised

solely of the Subscribers ("Subscriber Members") to these Articles; and in the event of the resignation or termination of any Subscriber Member, the remaining Subscriber Members may nominate and designate a successor Subscriber Member. Each of the Subscriber Members shall be entitled to cast one (1) vote on all matters requiring a vote of the Members.

B. Upon the recordation of the Declaration, the Subscriber Members' rights and interests shall be automatically terminated and the Owners, which in the first instance means Developer as the owner of the Units, shall be entitled to exercise all of the rights and privileges of Members.

C. Membership in the Association shall be established by the acquisition of ownership of a Condominium Unit in the property as evidenced by the recording of an instrument of conveyance amongst the Public Records of Broward County, Florida, whereupon, the membership in the Association of the prior Owner thereof, if any, shall terminate. New Members shall deliver a true copy of the recorded deed or other instrument of acquisition of title to the Association.

D. No Member may assign, hypothecate or transfer in any manner his membership in the Association or his share in the funds and assets of the Association except as an appurtenance to his Condominium Unit.

E. With respect to voting, the Members as a whole shall vote. Each Condominium Unit with respect to all matters upon which Owners (other than the Developer) are permitted or required to vote as set forth in the Declaration, these Articles or By-Laws shall be entitled to one vote for each Unit owned, which vote shall be exercised and cast in accordance with the Declaration, these Articles and the By-Laws.

ARTICLE V

TERM

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

ARTICLE VI

SUBSCRIBERS

The name and address of the Subscribers to these Articles are as follows:

<u>NAME</u>	<u>ADDRESS</u>
GAVRIEL NAIM	3725 South Ocean Drive Hollywood, Florida 33019
KIM YANCEY	3725 South Ocean Drive Hollywood, Florida 33019
SHAY MAYRON	3725 South Ocean Drive Hollywood, Florida 33019

ARTICLE VII

OFFICERS

A. The affairs of the Association shall be managed by a President, one (1) or several Vice Presidents, a Secretary and a Treasurer and, if elected by the Board, an Assistant Secretary and an Assistant Treasurer, which officers shall be subject to the directions of the Board.

B. The Board shall elect the President, the Vice President, the Secretary, the Treasurer and as many other Vice Presidents, Assistant Secretaries and Assistant Treasurers as the Board shall from time to time determine appropriate. Such officers shall be elected annually by the Board at the first meeting of the Board; provided, however, such officers may be removed by such Board and other persons may be elected by the Board as such officers in the manner provided in the By-Laws. The President shall be a Director of the Association, but no other officer need be a Director. The same person may hold two (2) offices, the duties of which are not incompatible.

ARTICLE VIII

FIRST OFFICERS

The names of the officers who are to serve until the first election of officers by the Board are as follows:

President/Secretary:	GAVRIEL NAIM
Vice President:	KIM YANCEY
Vice President/Treasurer:	SHAY MAYRON

The street address of the initial office of this Corporation is 3725 South Ocean Drive, Hollywood, Florida 33019; and the name of the initial resident agent of this Corporation is John A. Ritter, Esq.

ARTICLE IX

BOARD OF DIRECTORS

A. The form of administration of the Association shall be by a Board of three (3) Directors.

B. The names and addresses of the persons who are to serve as the first Board of Directors ("First Board") are as follows:

<u>NAME</u>	<u>ADDRESS</u>
GAVRIEL NAIM	3725 South Ocean Drive Hollywood, Florida 33019
KIM YANCEY	3725 South Ocean Drive Hollywood, Florida 33019
SHAY MAYRON	3725 South Ocean Drive Hollywood, Florida 33019

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.

C. The First Board shall serve until the "Initial Election Meeting", as hereinafter described, which shall be held sixty (60) days after the sending of notice by Developer to the Association that Developer voluntarily waives its right to continue to designate the members of the First Board, whereupon the First Board shall resign and be succeeded by the "Initial Elected Board" (as hereinafter defined).

D. Within seventy-five (75) days after the Unit Owners, other than the Developer, are entitled to elect a member of the Board of Administration (Directors) of the Association, the Association shall call, and give not less than sixty (60) days' notice of an election for the members of the Board of Administration (Directors). The election shall proceed as provided in Florida Statutes Chapter 718.112(2)(d). The notice may be given by any Unit Owner if the Association fails to do so. Upon election of the first Unit Owner, other than the Developer, to the Board of Administration (Directors), the Developer shall forward to the Bureau of Condominiums the name and mailing address of the Unit Owner Board Member.

ARTICLE X

INDEMNIFICATION

Every Director and every officer of the Association (and the Directors and/or officers as a group) shall be indemnified by the 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, litigation or settlement in which he may become involved by reason of his being or having been a Director or officer of the 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 instances where a Director or officer admits or is adjudged guilty of willful 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 rights of indemnification to which a Director or officer may be entitled whether by statute or common law.

ARTICLE XI

BY-LAWS

The By-Laws of the Association shall be adopted by the First Board, and thereafter may be altered, amended or rescinded in the manner provided for in the By-Laws and the Act. As is set forth in the By-Laws, the By-Laws may be amended by the affirmative vote of not less than a majority of the Members present at an Annual Members Meeting or a special meeting of the Members and the affirmative approval of a majority of the Board at a regular or special meeting of the Board. Subject to 718.110(4) and (8), Florida Statutes, notwithstanding anything contained herein to the contrary, while the Developer is entitled to appoint a majority of the Board of Directors, the By-Laws may be amended by a majority of the Board of Directors, provided that such Amendment shall not increase the proportion of common expenses nor decrease the ownership of Common Elements borne by the Unit Owners or change a Unit Owner's voting rights without the consent of the affected Unit Owners. Subject to 718.110(4) and (8), Florida Statutes, said Amendment need only be executed and acknowledged by the Association, through its Board of Directors, and the consent of the Unit Owners, the Association, the owner and holder of any lien encumbering a Unit in this Condominium, or any others, shall not be required.

ARTICLE XII

AMENDMENTS

A. Prior to the recording of the Declaration amongst the Public Records of Broward County, Florida, these Articles may be amended only by an instrument in writing signed by all of the Directors and filed in the office of the Secretary of State of the State of Florida. The instrument amending these Articles shall identify the particular Article or Articles being amended and give the exact language of such amendment, and a certified copy of such amendment shall always be attached to any certified copy of these Articles and shall be an exhibit to the Declaration upon the recording of any such Declaration.

B. After the recording of the Declaration amongst the Public Records of Broward County, Florida, these Articles may be amended in the following manner:

1. Notice of the subject matter of the proposed amendment shall be included in the notice of any meeting (whether of the Board or of the Members) at which such proposed amendment is to be considered; and

2. A resolution approving the proposed amendment may be first passed by either the Board or the Members. After such approval of a proposed amendment by one of said bodies, such proposed amendment must be submitted and approved by the other of said bodies. Approval by the Members must be by a vote of a majority of the Members present at a meeting of the membership at which a quorum (as determined in accordance with the By-Laws) is present and approval by the Board must be by a majority of the Directors present at any meeting of the Directors at which a quorum (as determined in accordance with the By-Laws) is present.

C. A copy of each amendment shall be certified by the Secretary of State and recorded amongst the Public Records of Broward County, Florida.

D. Notwithstanding the foregoing provisions of this Article XII, there shall be no amendment to these Articles which shall abridge, amend or alter the rights of Developer, including the right to designate and select the Directors as provided in Article IX hereof, or the provisions of this Article XII, without the prior written consent therefor by Developer.

E. Except as otherwise provided in Section 718.110(4) and 718.110(8), Florida Statutes, notwithstanding anything contained herein to the contrary, while the Developer is entitled to appoint a majority of the Board of Directors, these Articles may be amended by a majority of the Board of Directors, provided that such Amendment shall not increase the proportion of common expenses nor

decrease the ownership of Common Elements borne by the Unit Owners or change a Unit Owner's voting rights without the consent of the affected Unit Owners. Said Amendment need only be executed and acknowledged by the Association and the consent of the Unit Owners, the owner and holder of any lien encumbering a Unit in this Condominium, or any others, shall not be required.

F. If required by Florida law, any such Amendment shall be filed with the Division.

ARTICLE XIII

REGISTERED AGENT

The name and address of the initial Registered Agent is:

John A. Ritter, Esq.
3725 South Ocean Drive
Hollywood, Florida 33019

IN WITNESS WHEREOF, the Subscribers have hereunto affixed their signatures the day and year set forth below.

Dated: 2-6-96

GAVRIEL NAIM
Gavriel Naim

Dated: 2-6-96

KIM YANCEY
Kim Yancey

Dated: 2-6-96

SHAY MAYRON
Shay Mayron

STATE OF FLORIDA)
COUNTY OF BROWARD) SS.:

I HEREBY CERTIFY that on this day, before me, a Notary Public duly authorized in the State and County named above to take acknowledgments, personally appeared GAVRIEL NAIM, KIM YANCEY and SHAY MAYRON, to me known to be the persons described as the Subscribers in and who executed the foregoing Articles of Incorporation, and they acknowledged before me that they executed the same for the purposes therein expressed.

WITNESS my hand and official seal in the County and State aforesaid, this 6th day of February, 1995.

My commission expires:

[Signature]
Notary Public, State of Florida
- LOUIS ZARETSKY
MY COMMISSION # CG 307624
EXPIRES: September 28, 1997
- Bonded Thru Notary Public Underwriters

96 FEB -7 AM 9:28
FILED
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

ACKNOWLEDGMENT BY DESIGNATED REGISTERED AGENT

HAVING BEEN NAMED TO ACCEPT SERVICE OF PROCESS FOR THE ABOVE STATED NON-PROFIT CORPORATION, AT THE PLACE DESIGNATED IN THIS CERTIFICATE, I HEREBY ACCEPT TO ACT IN THIS CAPACITY AND AGREE TO COMPLY WITH THE PROVISION OF SAID ACT RELATIVE TO KEEPING OPEN SAID OFFICE.

DATED THIS 6 DAY OF February, 1996.

JOHN A. RITTER, ESQ.

BY: [Signature]
(Registered Agent)

STATE OF FLORIDA)
COUNTY OF BROWARD)

I HEREBY CERTIFY that on this 6 day of February, 1996, personally appeared before me, an officer duly authorized to administer oaths and take acknowledgments, JOHN A. RITTER, ESQ., to me known to be the individual described in and who executed the foregoing instrument as registered agent to the Articles of Incorporation of SEA AIR TOWERS CONDOMINIUM ASSOCIATION, INC., a Florida non-profit corporation, and he severally acknowledged to me that he signed and executed such instrument for the uses and purposes therein stated.

IN WITNESS WHEREOF, I have set my hand and official seal in the County and State aforesaid on the day and year last above written.

[Signature]
Notary Public, State of Florida

My commission expires:

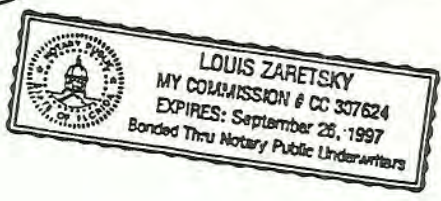


EXHIBIT "D"

SEA AIR TOWERS, A CONDOMINIUM

**BY-LAWS OF
SEA AIR TOWERS CONDOMINIUM ASSOCIATION, INC.**

BY-LAWS

OF

SEA AIR TOWERS CONDOMINIUM ASSOCIATION, INC.
A Florida Corporation Not for Profit

* * *

ARTICLE ONE

Organization

Section 1. The name of this organization shall be SEA AIR TOWERS CONDOMINIUM ASSOCIATION, INC.

Section 2. The organization may, by a vote of the Unit Owners, change its name.

ARTICLE TWO

Purposes

The following are the purposes for which this organization has been established:

Section 1. To serve the recreational and maintenance needs of the Owners of the Condominium Units constructed upon the real property described on Exhibit "A" of the Declaration of Condominium to which this Exhibit "D" is attached.

Section 2. - To maintain, manage, operate, administer and improve the real property upon which the recreational facilities are to be constructed; and further, to maintain the facilities and improvements, including personal property, thereon.

Section 3. For the purposes set forth in the Articles of Incorporation of this organization and the Declaration of Condominium of SEA AIR TOWERS, A CONDOMINIUM.

Section 4. For such other purpose as the Board of Directors may from time to time deem necessary for the efficient operation of the recreational facilities and Common Elements and Limited Common Elements contemplated hereby.

ARTICLE THREE

Meetings of Membership

Section 1. Place: All meetings of the Association membership shall be held at the office of the Association or such other place as may be designated in the notice.

Section 2. Annual Meeting:

(a) The first Annual Meeting shall occur within one hundred (100) days of the recordation of the Declaration of Condominium and annually thereafter. All members of the Board of Directors to be elected by Unit Owners, other than the Developer, shall be elected by plurality vote. The Developer shall have the right to appoint all members of the Board of Directors, unless and until required otherwise by the provisions of the Declaration of Condominium and Florida Statutes.

(b) Subsequent to the first Annual Meeting, regular annual meetings shall be held in the month of January of each year upon a date appointed by the Board of Directors. No meeting shall be held on a legal holiday. At least fourteen (14) days prior to the Annual Meeting, unless a Unit Owner waives, in writing, the right to receive notice of the Annual Meeting by mail, written notice, including an agenda, shall be mailed by regular mail to each member of the Association at the address which the Developer initially identifies for that purpose or to where Unit Owner(s) shall so advise the Association in writing, or if no address is given or the Unit Owners do not agree, to the address provided on the deed of record. An officer of the Association or the manager or other person providing notice of the Association meeting shall provide an affidavit or United States Postal Service certificate of mailing, to be included in the official records of the Association, affirming that the notice was mailed or hand delivered in accordance herewith, to each Unit Owner at the address last furnished to the Association. Notice shall be posted in a conspicuous place on the condominium property at least fourteen (14) continuous days preceding the annual meeting. Upon notice to the Unit Owners, the Board shall, by duly adopted rule, designate a specific location on the condominium property upon which all notices of Unit Owners' meetings shall be posted.

(c) At the Annual Meetings, the membership of the Association shall elect, by plurality vote, a Board of Directors and transact such other business as may properly come before the meeting. The Directors so elected at the Annual Meeting shall constitute the Board of Directors until the next Annual Meeting of

the members of the Association and the election and qualification of their successors.

Section 3. Membership List: At least fifteen (15) days before every election of Directors, a complete list of members entitled to vote at said election, arranged numerically by Condominium Units, shall be produced and kept for said fifteen (15) day period and during the election at the office of the Association and shall be open to examination by any member during such period.

Section 4. Special Meetings:

(a) Special Meetings of the members, for any purpose or purposes, unless otherwise prescribed by statute (including, but not limited to, the provisions of Chapter 718.112(2)(e) and (k), Florida Statutes, regarding the percentage required to call certain special meetings, regarding budgets and recall of Board members), shall be called by the President or Secretary at the request, in writing, of members holding not less than twenty five (25%) percent of the voting interest in the Association. Such request shall state the purpose, or purposes, of the proposed meeting.

(b) Written notice of a Special Meeting of members, stating time, place and object thereof, shall be mailed by regular mail to each member entitled to vote thereat, at such address as appears on the books of the Association, at least five (5) days before such meeting. However, written notice of any meeting at which non-emergency special assessments or at which amendments to rules regarding Units will be proposed, discussed or approved shall be mailed or delivered to the Unit Owners and posted conspicuously on the Condominium Property no less than fourteen (14) continuous days prior to the meeting. Evidence of compliance with this fourteen (14) day notice shall be made by an Affidavit executed by the Secretary and filed among the official records of the Association.

(c) Business transaction at all Special Meetings shall be confined to the purposes stated in the notice thereof.

Section 5. Proxies: Votes may be cast in person or by proxy in accordance with applicable law. Proxies must be filed with the Secretary of the Association prior to the meeting. If more than one (1) person owns a Condominium Unit (such as husband and wife), all must sign the proxy for it to be valid.

Section 6. Quorum: The presence in person or representation by written proxy of the members holding at least fifty (50%) percent of the total voting interest in the Association shall be requisite to and shall constitute a quorum at all meetings of the members for the transaction of business, except as otherwise provided by statute, or by these By-Laws. If, however, such quorum shall not be present, the President, or in his absence, the Vice

President; or in his absence, any other appropriate officer or director may adjourn the meeting to a time within fifteen (15) days thereof at the same place to be announced at the meeting by the person adjourning same and a notice of such new meeting to be posted conspicuously upon the Condominium Property forty eight (48) continuous hours preceding the meeting. The meeting shall continue to be adjourned in this manner until a quorum shall be present or represented. Notwithstanding anything contained herein to the contrary, at such new meeting or meetings (if additional meetings are necessary in order to obtain the reduced quorum as hereinafter provided), the presence in person or representation by written proxy of the members holding at least one-third (1/3) of the voting interest of the Association shall be requisite to and shall constitute a quorum at such new meeting or meetings; it being intended that, in the event a majority quorum cannot be obtained at any meeting of the members, the quorum requirement be reduced for the purposes of the new meeting or meetings to which the original meeting is adjourned only. At such new meeting or meetings, if necessary, at which a quorum (at least one-third (1/3) of the voting interest of the Association present in person or represented by proxy) exists, any business may be transacted which might have been transacted at the meeting originally called. Although any proxy shall be valid at the original meeting and any lawful adjourned meeting or meetings thereof, the Condominium Act shall control (in the event it limits the validity of proxies as it presently does for a period no longer than ninety (90) days after the date of the first meeting for which it was given). F.S. 718.112(2)(b)2.

Section 7. Vote Required to Transact Business: When a quorum is present at any meeting, a majority of the Unit Owners' total votes present in person or represented by written proxy at such meeting shall decide any question brought before the meeting, unless the question is one upon which, by express provisions of the statutes or the Declaration of Condominium or by these By-Laws, a different vote is required, in which case such express provisions shall govern and control the voting on such issue.

Section 8. Right to Vote and Designation of Voting Member: If a Condominium Unit is owned by one person, his right to vote shall be established by the recorded title to the Unit. If a Condominium Unit is owned by more than one person, the person entitled to cast the vote for the Unit shall be designated in a certificate, signed by all of the recorded Owners of the Unit and filed with the Secretary of the Association. If a Condominium Unit is owned by a corporation, the officer or employee thereof entitled to cast the vote of the Unit for the corporation shall be designated in a certificate for this purpose, signed by the President or Vice President, attested to by the Secretary or Assistant Secretary of the corporation and filed with the Secretary of the Association. The person designated in such certificate who is entitled to cast the vote for a Unit shall be known as the

"voting member". If such a certificate is not on file with the Secretary of the Association for a Unit owned by more than one person or by a corporation, the vote of the Unit concerned shall not be considered in determining the requirement for a quorum, or for any purpose requiring the approval of a person entitled to cast the vote for the Unit, except if said Unit is owned by a husband and wife. Such certificates shall be valid until revoked or until superseded by a subsequent certificate, or until a change in the ownership of the Unit concerned. If a Condominium Unit is owned jointly by a husband and wife, the following three (3) provisions are applicable thereto:

(a) They may, but they shall not be required to, designate a voting member.

(b) If they do not designate a voting member, and if both are present at a meeting and are unable to concur in their decision upon any subject requiring a vote, they shall lose their right to vote on that subject at that meeting. (As provided herein, the vote of a Unit is not divisible.)

(c) Where they do not designate a voting member, and only one is present at a meeting, the person present may cast the Unit vote just as though he or she owned the Unit individually and without establishing the concurrence of the absent person.

Section 9. Waiver and Consent: Whenever the vote of a member at a meeting is required or permitted by any provision of the statutes or these By-Laws to be taken in connection with any action of the Association, the meeting and vote of members may be dispensed with if the members holding a majority of the Unit Owners' total votes which would have been entitled to vote upon the action, if such meeting were held, shall consent in writing to such action being taken; however, notice of such action shall be given to all members unless all members approve such action.

Section 10. Order of Business: The proposed order of business at all meetings of the Association will be:

- (a) Determination of a Quorum;
- (b) Proof of Notice of Meeting or Waiver of Notice;
- (c) Reading of Minutes of Prior Meeting;
- (d) Officers' Reports;
- (e) Committee Reports;
- (f) Unfinished Business;
- (g) New Business; and,
- (h) Adjournment.

Section 11. Election of Board: The members of the Board of Administration shall be elected by written ballot or voting machine. Proxies shall in no event be used in electing the Board of Administration, either in general elections or elections to fill

vacancies caused by resignation or otherwise. Limited proxies may be used in an election to fill a vacancy created by recall. Not less than sixty (60) days before a scheduled election, the Association shall mail or deliver, whether by separate association mailing or included in another association mailing or delivery including regularly published newsletters, to each Unit Owner entitled to vote, a first notice of the date of the election. At this meeting, the Board shall accept additional nominations. Any Unit Owner or other eligible person may nominate himself or may nominate another Unit Owner or eligible person, if he has permission in writing to nominate the other person. Any Unit Owner or other eligible person desiring to be a candidate for the Board of Administration must give written notice to the secretary of the Association not less than forty (40) days before a scheduled election. Together with the written notice and agenda, the Association shall then mail or deliver a second notice of the meeting to all Unit Owners entitled to vote therein, together with a ballot which shall list all candidates. Upon request of a candidate, the Association shall include an information sheet, no larger than 8 1/2 inches by 11 inches, which must be furnished by the candidate not less than thirty five (35) days before the election, to be included with the mailing of the ballot, with the costs of mailing and copying to be borne by the Association. However, the Association has no liability for the contents of the information sheets prepared by the candidates. The Division shall by rule establish voting procedures consistent with the provisions contained herein, including rules providing for the secrecy of ballots. Elections shall be decided by a plurality of those ballots cast. There shall be no quorum requirement; however, at least twenty (20%) percent of the eligible votes must cast a ballot in order to have a valid election of members of the Board of Administration. No Unit Owner shall permit any other person to vote his ballot, and any such ballots improperly cast shall be deemed invalid. A Unit Owner who needs assistance in casting the ballot for the reasons stated in Section 101.051, Florida Statutes, may obtain assistance in casting the ballot. Any Unit Owner violating this provision may be fined by the Association in accordance with Section 718.303, Florida Statutes. The regular election shall occur on the date of the annual meeting.

Section 12. Unit Owner Participation: Unit Owners shall have the right to participate in meetings of Unit Owners with reference to all designated agenda items. However, the Association may adopt reasonable rules governing the frequency, duration and manner of Unit Owner participation. Any Unit Owner may tape record or videotape a meeting of the Unit Owners, subject to rules adopted by the Division.

ARTICLE FOUR

Voting

Section 1. The Owner(s) of each Condominium Unit shall be entitled to one (1) vote. If a Condominium Unit Owner owns more than one (1) Unit, he shall be entitled to vote for each Unit owned. The vote of a Condominium Unit shall not be divisible.

Section 2. For the election of Directors, voting shall be by secret ballot. When voting by ballot (for Directors or otherwise), the Chairman of the meeting, immediately prior to the commencement of balloting, shall appoint a committee of three (3) members who will act as "Inspectors of Election" and who shall, at the conclusion of the balloting, certify in writing the results, and such certificate shall be annexed to the Minutes of the meeting.

ARTICLE FIVE

Board of Directors

Section 1. The business of this Association shall be governed by a Board of Directors consisting of three (3) persons. All Directors, other than the Developer or his designated agents, shall be members of the Association.

Section 2. The Directors to be chosen for the ensuing year shall be chosen at the Annual Meeting of this Association by plurality vote; and they shall serve for a term of one (1) year.

Section 3. The Board of Directors shall have the control and management of the affairs and business of this Association and shall have the right to establish reserves or Assessments for betterment of the Condominium Property. Said Board of Directors shall only act in the name of the Association when it shall be regularly convened by its Chairman and after due notice to all Directors of such meeting.

Section 4. All meetings of the Board of Directors of the Association shall be open to the members of the Association and notices of such meetings, stating the place and time thereof and including an identification of agenda items, shall be posted conspicuously at least forty eight (48) continuous hours prior to any such meeting to call the members' attention thereto; provided, however, in the event of an emergency, said notice shall not be required. Any item not included on the notice may be taken up on an emergency basis by at least a majority plus one of the members of the Board of Administration. Such emergency action shall be noticed and ratified at the next regular meeting of the Board of Administration.

Section 5. The organizational meeting of a newly elected Board of Directors (at which meeting officers for the coming year shall be elected) shall be held within ten (10) days of the election of the new Board at such time and place as shall be fixed by the Chairman of the meeting at which they were elected.

Section 6. A majority of the members of the Board of Directors shall constitute a quorum, and the meetings of the Board of Directors shall be held regularly at such time and place as the Board of Directors shall designate.

Section 7. Each Director shall have one (1) vote, and such voting may not be by proxy.

Section 8. The Board of Directors may make such rules and regulations covering its meeting as it may, in its discretion, determine necessary.

Section 9. The Board of Directors may establish a schedule of regular meetings to be held at such time and place as the Board of Directors may designate. Notice of such regular meetings shall, nevertheless, be given to each Director personally or by mail, telephone or telegraph, at least five (5) days prior to the day named for such meeting.

Section 10. Special meetings of the Board of Directors may be called by the President, or, in his absence, by the Vice President, or by a majority of the members of the Board of Directors, by giving five (5) days' notice, in writing, to all of the members of the Board of Directors of the time and place of said meeting. All notices of Special Meetings shall state the purpose of the meeting.

Section 11. Before or at any meeting of the Board of Directors, any Director may waive notice of such meeting, and such waiver shall be deemed equivalent to the giving of notice. Attendance by a Director at any meeting of the Board shall be a waiver of notice by him of the time and place thereof. If all the Directors are present at any meeting of the Board, no notice to Directors shall be required and any business may be transacted at such meeting, however, the notice required under Article Five, Section 4, shall still be posted.

Section 12. Vacancies in the Board of Directors shall be filled as follows:

(a) If the vacancy is for a Board member appointed by the Developer, the Developer shall have the right to designate the replacement Director.

(b) If the vacancy is for a Director who has been elected by Unit Owners other than the Developer, the vacancy shall

be by a majority vote of those Directors who have been elected by Unit Owners other than the Developer subject to the provisions of Section 718.112(2)(k), Florida Statutes. Any such Director shall serve for the balance of the term of the vacating Director.

Section 13. The President of the Association by virtue of his office shall be Chairman of the Board of Directors and preside at meetings of the membership. The removal process of Directors herein described shall not apply to Directors elected, appointed or designated by the Developer who may remove any such Director in its sole discretion and who shall thereafter designate the successive Director.

Section 14. A Director may be removed either with or without cause at any time by a vote of the majority of the Association's membership at any regular or special meeting of the membership of the Association; (except for the first Board of Directors and any Director appointed by the Developer) provided that before any 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 made, and such Director is given an opportunity to be heard at such meeting should he be present, prior to the vote of his removal.

Section 15. The first Board of Directors as designated by the Developer shall consist of:

GAVRIEL NAIM
KIM YANCEY
SHAY MAYRON

who shall hold office and exercise all powers of the Board of Directors until the first membership meeting as set forth in Article Three, Section 2(a) of these By-Laws; provided any and all of said Directors shall be subject to replacement by the Developer.

Section 16. Power and Duties: The Board of Directors of the Association shall have the powers and duties necessary for the administration of the affairs of the Association and may do all such acts and things as are not prohibited by law or by the Declaration of Condominium, this Association's Articles of Incorporation, or these By-Laws, or directed to be exercised and done by Unit Owners. These powers shall specifically include, but shall not be limited to, the following:

(a) To exercise all powers specifically set forth in the Declaration of Condominium, this Association's Articles of Incorporation, these By-Laws, and in the Condominium Act, and all powers incidental thereto.

(b) To make and levy special and regular Assessments, collect said Assessments, and use and expend the Assessments to carry out the purposes and powers of the Association.

(c) To employ, dismiss and control the personnel necessary for the maintenance and operation of the project, and of the Common Elements and facilities, including the right and power to employ attorneys, accountants, contractors and other professionals as the need arises.

(d) To make and amend regulations respecting the operation and use of the Common Elements and Condominium Property and facilities, and the use and maintenance of the Condominium Units therein, and the recreational area and facilities.

(e) To contract for the management and maintenance of the Condominium Property and to authorize a management agent to assist the Association in carrying out its powers and duties by performing such functions as the submission of proposals, collection of Assessments, preparation of records, enforcement of rules and maintenance, repair and replacement of the Common Elements with funds as shall be made available by the Association for such purposes. The Association and its officers shall, however, retain at all times the powers and duties granted by the Condominium documents and the Condominium Act, including, but not limited to, the making of Assessments, promulgation of rules and execution of contracts on behalf of the Association.

(f) Designate one (1) or more committees which, to the extent provided in the resolution designating said committee, shall have the powers of the Board of Directors in the management and affairs and business of the Association, provided, however, that the powers of a committee shall be limited, and no committee shall be entitled to assume all the powers of the Board of Directors. Such committee(s) shall consist of at least three (3) members of the Association, one (1) of whom shall be a director. The committee or committees shall have such name or names as may be determined from time to time by the Board of Directors, and said committee(s) shall keep regular Minutes of their proceedings and report the same to the Board of Directors as required.

(g) The irrevocable right of access to each Unit during reasonable hours, when necessary for maintenance, repair or replacement of any Common Elements or of any portion of a Unit to be maintained by the Association pursuant to the Declaration or as necessary to prevent damage to the Common Elements or to a Unit or Units.

(h) To use and to expend the Assessments collected to maintain, care for and preserve the Condominium Units, the Common Elements, the Limited Common Elements over which the Association is obligated to maintain, care for and preserve, and the Condominium

Property (other than the interiors of the Condominium Units which are to be maintained, cared for and preserved by the individual Condominium Unit Owners).

(i) To pay taxes and assessments levied and assessed against any real property the corporation might own and to pay for such equipment and tools, supplies and other personal property purchased for use in such maintenance, care and preservation.

(j) For the purpose of maintenance, repair or replacement of any Common Elements or for making emergency repairs which are necessary to prevent damage to the Common Elements or to another Unit or Units, each Owner of a Condominium Unit grants a perpetual easement in the event of an emergency to the then existing Board of Administration or its duly authorized agents to enter into his Condominium Unit at any reasonable time (or at any unreasonable time if the necessities of the situation should require).

(k) To repair and replace Common Element and Limited Common Element facilities, machinery and equipment.

(l) To insure and keep insured the Owners against loss from public liability and to carry such other insurance as the Board of Directors may deem advisable; and in the event of damage or destruction of property, real or personal, covered by such insurance, to use the proceeds for repairs and replacement, all in accordance with the provisions of the Declaration of Condominium.

(m) To review all complaints, grievances or claims of violations of the Declaration of Condominium, Exhibits thereto, the Condominium Act and the Rules and Regulations promulgated by the Association and to levy fines in accordance with the Condominium Act and establish a uniform procedure for determining whether such violations occurred and whether fines should be levied. Such procedure may be set forth in the Rules and Regulations promulgated by the Board of Directors. At a minimum, such Rules and Regulations shall provide that:

(1) the party against whom the fine is sought to be levied shall be afforded an opportunity for hearing after reasonable notice of not less than fourteen (14) days and said notice shall include:

a. A statement of the date, time and place of the hearing;

b. A statement of the provisions of the declaration, association by-laws or association rules which have allegedly been violated; and,

c. A short and plain statement of the matters asserted by the Association.

(2) The party against whom the fine may be levied shall have an opportunity to respond, to present evidence and to provide written and oral argument on all issues involved and shall have an opportunity at the hearing to review, challenge and respond to any material considered by the Association.

(3) The hearing will be held before a committee of other Unit Owners. The committee will consist of three (3) Unit Owners selected by the Board.

(n) To collect delinquent assessments by suit or otherwise to abate nuisances and to enjoin or seek damages from Unit Owners for violations of the Declaration of Condominium, these By-Laws or Rules and Regulations adopted by the Board of Administration.

(o) To adopt hurricane shutter specifications which shall include color, style, and other factors deemed relevant by the Board. All specifications adopted by the Board shall comply with the applicable building code. The Board shall not refuse to approve the installation or replacement of hurricane shutters conforming to the specifications by the Board. The installation, replacement and maintenance of such shutters in accordance with the procedures set forth herein shall not be deemed a material alteration to the Common Elements within the meaning of this section.

Section 17. Upon notice to the Unit Owners, the Board shall by duly adopted rule designate a specific location on the Condominium Property upon which all notices of Board meetings shall be posted.

ARTICLE SIX

Officers

Section 1. The principal officers of the Association shall be as follows:

President - GAVRIEL NAIM
Vice President - KIM YANCEY
Secretary/Treasurer - SHAY MAYRON

Section 2. The President shall preside at all membership meetings. He shall be a Director and shall, by virtue of his office, be Chairman of the Board of Directors. He shall present at each Annual Meeting of the Association an Annual Report of the work of the Association. He shall appoint all committees, temporary or

permanent. He shall see to it that all books, reports and certificates, as required by law, are properly kept or filed. He shall be one of the officers who may sign the checks or drafts of the Association. He shall have such powers as may be reasonably construed as belonging to the chief executive of any organization.

Section 3. The Vice President shall be a Director and shall, in the event of the absence or inability of the President to exercise his office, become acting President of the Association with all the rights, privileges and powers of said office.

Section 4. The Secretary shall:

(a) Keep the Minutes and records of the Association in appropriate books.

(b) File any certificate required by any statute, Federal or State.

(c) Give and serve all notices to members of this Association.

(d) Be the official custodian of the records and seal, if any, of this Association.

(e) Be one of the officers required to sign the checks and drafts of the Association.

(f) Present to the membership at any meetings any communication addressed to him as Secretary of the Association.

(g) Submit to the Board of Directors any communications which shall be addressed to him as Secretary of the Association.

(h) Attend to all correspondence of the Association and exercise all duties incident to the office of the Secretary.

Section 5. The Treasurer shall:

(a) Have the care and custody of all monies belonging to the Association and shall be solely responsible for such monies or securities of the Association. He shall cause to be deposited in a regular business bank or trust company a sum not exceeding an amount authorized by the Board of Directors and the balance of the funds of the Association shall be deposited in a savings bank, except that the Board of Directors may cause such funds to be invested in such investments as shall be legal for a savings bank in the State of Florida.

(b) Be one of the officers who shall be authorized to sign checks or drafts of the Association; no special fund may be

set aside that shall make it unnecessary for the Treasurer to sign the checks issued upon it.

(c) Render at stated periods as the Board of Directors shall determine a written account of the finances of the Association, and such report shall be physically affixed to the Minutes of the Board of Directors at such meeting.

(d) All or a portion of the duties of the Treasurer may be fulfilled by a management company in the discretion of the Board of Directors.

Section 6. No officer or Director shall, for reason of his office, be entitled to receive any salary or compensation, but, nothing herein shall be construed to prevent an officer or Director from receiving any compensation from the Association for duties other than as a Director or officer.

ARTICLE SEVEN

Salaries

The Board of Directors shall hire and fix the compensation of any and all employees which they, in their discretion, may determine to be necessary in the conduct of the business of the Association. However, no member of the Board of Directors or an officer of the Association shall be paid any compensation for carrying out their duties.

ARTICLE EIGHT

Committees

All committees of this Association shall be appointed by the majority of the Board of Directors for whatever period of time is designated by said Board of Directors.

ARTICLE NINE

Finances and Assessments

Section 1. Depositories: The funds of the Association shall be deposited in such banks and depositories as may be determined by the Board of Directors from time to time upon resolutions approved by the Board of Directors and shall be withdrawn only upon checks and demands for money signed by two (2) officers of the Association as may be designated by the Board of Directors. Obligations of the Association shall be signed by at least two (2) officers of the Association.

Section 2. Fiscal Year: The fiscal year for the Association shall begin on the first day of January each year; provided, however, that the Board of Directors is expressly authorized to change to a different fiscal year in accordance with the provisions and regulations from time to time prescribed by the Internal Revenue Code of the United States of America at such time as the Board of Directors deems it advisable.

Section 3. Determination of Assessments:

(a) The Board of Directors of the Association shall fix and determine from time to time the sum or sums necessary and adequate for the Common Expenses of the Condominium. Common Expenses shall include expenses for the operation, maintenance, repair or replacement of the Common Elements and the Limited Common Elements, costs of carrying out the powers and duties of the Association, all insurance premiums and expenses relating thereto, including fire insurance and extended coverage, and any other expenses designated as Common Expenses from time to time by the Board of Directors of the Association, or under the provisions of the Declaration of Condominium to which these By-Laws are attached. The Board of Directors is specifically empowered, on behalf of the Association, to make and collect Assessments, and to lease, maintain, repair and replace the Common Elements and Limited Common Elements of the Condominium and recreation facilities. Funds for the payment of Common Expenses shall be assessed against the Unit Owners in the proportions and percentages of sharing Common Expenses as provided in the Declaration of Condominium. Said Assessments shall be payable monthly in advance unless otherwise ordered by the Board of Directors. Special Assessments, should such be required by the Board of Directors, shall be levied in the same manner as hereinbefore provided for regular assessments, and shall be payable in the manner determined by the Board of Directors.

(b) When the Board of Directors has determined the amount of any Assessment, the Treasurer of the Association shall mail or present to each Unit Owner a statement of said Unit Owner's Assessment. All Assessments shall be payable to the Treasurer of the Association and, upon request, said Treasurer shall give a receipt for each payment made to him.

(c) The Board of Directors shall adopt an operating budget for each fiscal year.

Section 4. Application of Payments and Commingling of Funds: All funds shall be maintained separately in the Association's name. Reserve and operating funds of the Association shall not be commingled. All Assessment payments by a Unit Owner shall be applied as to interest, delinquencies, costs and attorneys' fees, other charges, expenses and advances, as provided herein and in the Declaration of Condominium, and general or

Special Assessments, in such manner and amounts as the Board of Directors determines in its sole discretion. No managers or business entity required to be licensed or registered under Section 468.432, Florida Statutes, and no agent, employee, officer or director of the Association shall commingle any Association funds with the funds of any other condominium association or community association as defined in Section 468.431, Florida Statutes.

ARTICLE TEN

Minutes

Minutes of all meetings of the Association and the Board of Directors shall be kept in a businesslike manner and be made available for inspection by Unit Owners and Board members at all reasonable times.

ARTICLE ELEVEN

Compliance and Default

Section 1. In the event of a violation (other than the nonpayment of an Assessment) by the Unit Owner in any of the provisions of the Declaration of Condominium, of these By-Laws or of the applicable portions of the Condominium Act, the Association, by direction of its Board of Directors, may notify the Unit Owner by written notice of said breach, transmitted by mail, and if such violation shall continue for a period of thirty (30) days from date of the notice, the Association, through its Board of Directors, shall have the right to treat such violation as an intentional, inexcusable and material breach of the Declaration, of the By-Laws, or of the pertinent provisions of the Condominium Act, and the Association may then, at its option, have the following elections:

(a) An action at law to recover for its damage on behalf of the Association or on behalf of the other Unit Owners;

(b) An action in equity to enforce performance on the part of the Unit Owner;

(c) An action in equity for such equitable relief as may be necessary under the circumstances, including injunctive relief; or,

(d) A fine which shall be levied by the Board of Directors in an amount and manner set forth in the Rules and Regulations promulgated by the Board of Directors. Notwithstanding anything contained herein to the contrary, a fine shall not become a lien on the Unit.

Any remedy contained in the Declaration of Condominium, Exhibits thereto, the Condominium Act and/or the Rules and Regulations promulgated (including, but not limited to the foregoing) shall be cumulative and in addition to any and all other remedies provided by such documents or the laws of the State of Florida.

Section 2. All Unit Owners shall be liable for the expense of any maintenance, repair or replacement rendered necessary by his act, neglect or carelessness, or by that of any member of his family, of his or their guests, employees, agents or lessees, but only to the extent that such expense is not met by the proceeds of insurance carried by the Association. Nothing herein contained, however, shall be construed so as to modify any waiver by an insurance company. Any rights or replacement required, as provided in this section, shall be charged to said Unit Owner as a specific item and the Association shall have a right to collect said charges.

Section 3. In any proceeding arising because of an alleged default by a Unit Owner, the Association shall be entitled to recover the costs of the proceeding and such reasonable attorneys' fees as may be determined by the Court. In addition the parties to a proceeding shall have any right to attorneys' fees that may accrue under Section 718.303 and Section 718.125, Florida Statutes.

Section 4. The failure of the Association or of a Unit Owner to enforce any right, provision, covenant or condition which may be granted by the Condominium documents shall not constitute a waiver of the right of the Association or Unit Owner to enforce such right, provision, covenant or condition of the future.

ARTICLE TWELVE

Indemnification

The Association shall indemnify every Director and every officer, their heirs, personal representatives and administrators,

against all loss, cost and expense reasonably incurred by them in connection with any action, suit or proceeding to which they may be made a party by reason of their being or having been a Director and officer of the Association, including reasonable counsel fees to be approved by the Association, except as to matters wherein they shall be finally adjudged in such action, suit or proceeding to be liable for or guilty of gross negligence or willful misconduct. The foregoing rights shall be in addition to, and not exclusive of, all other rights to which such Director and officer may be entitled.

ARTICLE THIRTEEN

Liability Survives Termination of Membership

The termination of ownership in the Condominium shall not relieve or release any such former Owner or member from any liability or obligations incurred under or in any way connected with the Condominium during the period of such ownership and membership, or impair any rights or remedies which the Association may have against such former Owner and member arising out of or in any way connected with such ownership and membership and the covenants and obligations incident thereto.

ARTICLE FOURTEEN

Liens

Section 1. All liens against a Condominium Unit, other than for permitted mortgages, taxes or special Assessments, shall be satisfied or otherwise removed within thirty (30) days of the date the lien attaches. All taxes and Special Assessments upon a Condominium Unit shall be paid before becoming delinquent as provided in these Condominium documents or by law, whichever is sooner.

Section 2. A Unit Owner shall give notice to the Association of every lien upon his Unit, other than for permitted mortgages, taxes and Special Assessments, within five (5) days after the attaching of the lien.

Section 3. Unit Owners shall give notice to the Association of every suit or other proceeding which will or may affect title to his Unit or any part of the property, such notice to be given within five (5) days after the Unit Owner received notice thereof.

Section 4. Failure to comply with this Article Fourteen concerning liens will not affect the validity of any judicial sale.

Section 5. The Association may maintain a register of all permitted mortgages, and at the request of a mortgagee, the Association shall forward copies of all notices for unpaid Assessments or violations served upon a Unit Owner to said mortgagee. If a register is maintained, the Board of Directors of the Association may make such changes as it deems appropriate against the applicable Unit for supplying the information provided herein.

ARTICLE FIFTEEN

Amendments to the By-Laws

The By-Laws may be altered, amended or added to at any duly called meeting of the Unit Owners provided that:

(a) Notice of the meeting shall contain a statement of the proposed amendment.

(b) If the amendment has received the unanimous approval of the full Board of Directors, then it shall be approved upon the affirmative vote of the voting members casting a majority of the total votes of the Unit Owners present in person or by proxy at such meeting.

(c) If the amendment has not been approved by the unanimous vote of the Board of Directors, then the amendment shall be approved by the affirmative vote of the voting members casting not less than two-thirds (2/3) of the total votes of the Unit Owners present in person or by proxy at the meeting.

(d) Said amendment shall be recorded and certified as required by the Condominium Act. Notwithstanding anything above to the contrary, until one of the events in Article XXIII, Section 23.01 of the Declaration of Condominium occurs, these By-Laws may not be amended without a prior resolution requesting the said amendment from the Board of Directors.

(e) Except as otherwise provided in Section 718.110(4), Florida Statutes, notwithstanding anything contained herein to the contrary, while the Developer is entitled to appoint a majority of the Board of Directors, the By-Laws may be amended by a majority of the Board of Directors, provided that such Amendment shall not increase the proportion of common expenses nor decrease the ownership of Common Elements borne by the Unit Owners or change a Unit Owner's voting rights without the consent of the affected Unit Owners. Said Amendment need only be executed and acknowledged by the Association and the consent of the Unit Owners, the owner and holder of any lien encumbering a Unit in this Condominium, or any others, shall not be required.

ARTICLE SIXTEEN

Construction

Wherever the masculine singular form of the pronoun is used in these By-Laws, it shall be construed to mean the masculine, feminine or neuter, singular or plural, wherever the context so requires.

Should any of the covenants herein imposed be void or become unenforceable at law or in equity, the remaining provisions (or portions thereof) of this instrument shall nevertheless be and remain in full force and effect.

Headings are provided herein for convenience purposes only and shall not be construed for interpreting the meaning of any provisions of these By-Laws.

ARTICLE SEVENTEEN

Mandatory Arbitration

All internal disputes arising from the operation of the Condominium among the Unit Owners, Association and their agents and assigns, shall be subject to mandatory non-binding arbitration in accordance with Section 718.1255, Florida Statutes.

ARTICLE EIGHTEEN

Fidelity Bonds

The Association shall obtain and maintain adequate fidelity bonding of all persons who control or disburse funds of the Association. As used in this section, the term "persons who control or disburse funds of the association" means those individuals authorized to sign checks, and the president, secretary and treasurer of the Association. If an Association's annual gross receipts do not exceed \$100,000.00, the bond shall be in the principal sum of not less than \$10,000.00 for each such person. If an Association's annual gross receipts exceed \$100,000.00, but do not exceed \$300,000.00, the bond shall be in the principal sum of \$30,000.00 for each such person. If an Association's annual gross receipts exceed \$300,000.00, the bond shall be in the principal sum of not less than \$50,000.00 for each such person. The Association shall bear the cost of bonding.

The foregoing were adopted as the By-Laws of SEA AIR TOWERS CONDOMINIUM ASSOCIATION, INC., at the first meeting of its Board of Directors.

Galy Naim
Secretary

APPROVED:
Galy Naim
President



STATE OF FLORIDA
BROWARD COUNTY

I HEREBY CERTIFY that the above and foregoing is a true and correct copy of Declaration of condominium as recorded under CFN 096-071944 WITNESS my hand and official seal in the City of Fort Lauderdale, Fla. this 15 day of Feb AD. 1996

County Administrator
By Joe Ann [Signature] D.C.

SCHEDULE "2"

SEA AIR TOWERS, A CONDOMINIUM

**UNIT NUMBER, UNIT TYPE, NUMBER OF
BEDROOMS/BATHROOMS IN EACH UNIT
AND UNDIVIDED INTEREST**

SEA AIR TOWERS, A CONDOMINIUM

NUMBER OF UNITS, UNIT TYPE,
NUMBER OF BEDROOMS/BATHROOMS
IN EACH UNIT AND UNDIVIDED INTEREST

UNIT NUMBER	UNIT TYPE	NUMBER OF BEDROOMS/BATHROOMS	UNDIVIDED INTEREST
L01	I	STUDIO ONE BATHROOM	*
L02	I	STUDIO ONE BATHROOM	*
L03	I	ONE BEDROOM ONE AND A HALF BATHROOMS	*
L04	I	STUDIO ONE BATHROOM	*
L05	I	STUDIO ONE BATHROOM	*
L06	I	STUDIO ONE BATHROOM	*
L07	I	STUDIO ONE BATHROOM	*
L08	I	STUDIO ONE BATHROOM	*
L09	I	STUDIO ONE BATHROOM	*
L10	I	STUDIO ONE BATHROOM	*
L11	I	STUDIO ONE_BATHROOM	*
L12	I	STUDIO ONE BATHROOM	*
301	I	TWO BEDROOMS TWO BATHROOMS	*
302	I	TWO BEDROOMS TWO BATHROOMS	*
303	I	ONE BEDROOM ONE AND A HALF BATHROOMS	*
304	I	TWO BEDROOMS TWO BATHROOMS	*
305	I	ONE BEDROOM ONE AND A HALF BATHROOMS	*
306	I	TWO BEDROOMS TWO BATHROOMS	*
307	I	ONE BEDROOM ONE AND A HALF BATHROOMS	*
308	I	TWO BEDROOMS TWO BATHROOMS	*
309	I	ONE BEDROOM ONE AND A HALF BATHROOMS	*
310	I	TWO BEDROOMS TWO BATHROOMS	*
311	I	ONE BEDROOM ONE AND A HALF BATHROOMS	*
312	I	ONE BEDROOM ONE AND A HALF BATHROOMS	*
314	I	TWO BEDROOMS TWO BATHROOMS	*
315	I	ONE BEDROOM ONE AND A HALF BATHROOMS	*
316	I	ONE BEDROOM ONE DEN TWO BATHROOMS	*
317	I	TWO BEDROOMS TWO BATHROOMS	*
318	I	TWO BEDROOMS TWO BATHROOMS	*
319	I	ONE BEDROOM ONE DEN TWO BATHROOMS	*
320	I	ONE BEDROOM ONE AND A HALF BATHROOMS	*
321	I	ONE BEDROOM ONE AND A HALF BATHROOMS	*
322	I	TWO BEDROOMS TWO BATHROOMS	*
323	I	ONE BEDROOM ONE AND A HALF BATHROOMS	*
324	I	TWO BEDROOMS TWO BATHROOMS	*
325	I	ONE BEDROOM ONE BATHROOM	*
327	I	TWO BEDROOMS TWO BATHROOMS	*
401	I	TWO BEDROOMS TWO BATHROOMS	*
402	I	TWO BEDROOMS TWO BATHROOMS	*
403	I	ONE BEDROOM ONE AND A HALF BATHROOMS	*
404	I	TWO BEDROOMS TWO BATHROOMS	*
405	I	ONE BEDROOM ONE AND A HALF BATHROOMS	*
406	I	TWO BEDROOMS TWO BATHROOMS	*
407	I	ONE BEDROOM ONE AND A HALF BATHROOMS	*
408	I	TWO BEDROOMS TWO BATHROOMS	*
409	I	ONE BEDROOM ONE AND A HALF BATHROOMS	*
410	I	TWO BEDROOMS TWO BATHROOMS	*
411	I	ONE BEDROOM ONE AND A HALF BATHROOMS	*
412	I	ONE BEDROOM ONE AND A HALF BATHROOMS	*
414	I	TWO BEDROOMS TWO BATHROOMS	*
415	I	ONE BEDROOM ONE AND A HALF BATHROOMS	*

SEA AIR TOWERS, A CONDOMINIUM

NUMBER OF UNITS, UNIT TYPE,
NUMBER OF BEDROOMS/BATHROOMS
IN EACH UNIT AND UNDIVIDED INTEREST

UNIT NUMBER	UNIT TYPE	NUMBER OF BEDROOMS/BATHROOMS	UNDIVIDED INTEREST
416	I	ONE BEDROOM ONE DEN TWO BATHROOMS	*
417	I	TWO BEDROOMS TWO BATHROOMS	*
418	I	TWO BEDROOMS TWO BATHROOMS	*
419	I	ONE BEDROOM ONE DEN TWO BATHROOMS	*
420	I	ONE BEDROOM ONE AND A HALF BATHROOMS	*
421	I	ONE BEDROOM ONE AND A HALF BATHROOMS	*
422	I	TWO BEDROOMS TWO BATHROOMS	*
423	I	ONE BEDROOM ONE AND A HALF BATHROOMS	*
424	I	TWO BEDROOMS TWO BATHROOMS	*
425	I	ONE BEDROOM ONE BATHROOM	*
427	I	TWO BEDROOMS TWO BATHROOMS	*
501	I	TWO BEDROOMS TWO BATHROOMS	*
502	I	TWO BEDROOMS TWO BATHROOMS	*
503	I	ONE BEDROOM ONE AND A HALF BATHROOMS	*
504	I	TWO BEDROOMS TWO BATHROOMS	*
505	I	ONE BEDROOM ONE AND A HALF BATHROOMS	*
506	I	TWO BEDROOMS TWO BATHROOMS	*
507	I	ONE BEDROOM ONE AND A HALF BATHROOMS	*
508	I	TWO BEDROOMS TWO BATHROOMS	*
509	I	ONE BEDROOM ONE AND A HALF BATHROOMS	*
510	I	TWO BEDROOMS TWO BATHROOMS	*
511	I	ONE BEDROOM ONE AND A HALF BATHROOMS	*
512	I	ONE BEDROOM ONE AND A HALF BATHROOMS	*
514	I	TWO BEDROOMS TWO BATHROOMS	*
515	I	ONE BEDROOM ONE AND A HALF BATHROOMS	*
516	I	ONE BEDROOM ONE DEN TWO BATHROOMS	*
517	I	TWO BEDROOMS TWO BATHROOMS	*
518	I	TWO BEDROOMS TWO BATHROOMS	*
519	I	ONE BEDROOM ONE DEN TWO BATHROOMS	*
520	I	ONE BEDROOM ONE AND A HALF BATHROOMS	*
521	I	ONE BEDROOM ONE AND A HALF BATHROOMS	*
522	I	TWO BEDROOMS TWO BATHROOMS	*
523	I	ONE BEDROOM ONE AND A HALF BATHROOMS	*
524	I	TWO BEDROOMS TWO BATHROOMS	*
525	I	ONE BEDROOM ONE BATHROOM	*
527	I	TWO BEDROOMS TWO BATHROOMS	*
601	I	TWO BEDROOMS TWO BATHROOMS	*
602	I	TWO BEDROOMS TWO BATHROOMS	*
603	I	ONE BEDROOM ONE AND A HALF BATHROOMS	*
604	I	TWO BEDROOMS TWO BATHROOMS	*
605	I	ONE BEDROOM ONE AND A HALF BATHROOMS	*
606	I	TWO BEDROOMS TWO BATHROOMS	*
607	I	ONE BEDROOM ONE AND A HALF BATHROOMS	*
608	I	TWO BEDROOMS TWO BATHROOMS	*
609	I	ONE BEDROOM ONE AND A HALF BATHROOMS	*
610	I	TWO BEDROOMS TWO BATHROOMS	*
611	I	ONE BEDROOM ONE AND A HALF BATHROOMS	*
612	I	ONE BEDROOM ONE AND A HALF BATHROOMS	*
614	I	TWO BEDROOMS TWO BATHROOMS	*
615	I	ONE BEDROOM ONE AND A HALF BATHROOMS	*
616	I	ONE BEDROOM ONE DEN TWO BATHROOMS	*