

State of Florida



Department of State

I certify that the attached is a true and correct copy of
Certificate of Amendment to the Articles of Incorporation of
1618 - SEA COVE CONDOMINIUM ASSOCIATION, INC., a
Florida corporation not for profit, filed on June 14, 1982,
as shown by the records of this office.

The charter number of this corporation is 761566.

Given under my hand and the
Great Seal of the State of Florida,
at Tallahassee, the Capital, this the
17th day of June, 1982.



George Firsiroti
Secretary of State

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STATEMENT TO AMEND THE ARTICLES OF INCORPORATION
OF
TALLAHASSEE, FLORIDA

1616 - SEA COVE CONDOMINIUM ASSOCIATION, INC.

Pursuant to Florida Statute 718.301 and Article XV of the Articles of Incorporation of 1616 - SEA COVE CONDOMINIUM ASSOCIATION, INC., the officers and directors of the above mentioned corporation, agree to amend the Articles of Incorporation by deleting Article III and substituting in its place, a new Article III as follows:

III.

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

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.
2. The Association will have all of the powers and duties set forth in the Condominium Act reasonably necessary to operate said Condominium, including but not limited to the following:
 - a. To make and establish reasonable rules and regulations governing the use and maintenance standards of the Condominium, as said terms may be defined in the Declaration of Condominium to be recorded.
 - b. To make and collect assessments against members to defray the costs, expenses and losses of the Condominium.
 - c. To use the proceeds of assessments in the exercise of its powers and duties.
 - d. To maintain, repair, replace and operate the Condominium property.
 - e. To purchase insurance for the Condominium property; and insurance for the protection of the Association and its members as Condominium Unit owners.
 - f. To reconstruct improvements after casualty and to further improve the Condominium property.
 - g. To make and amend reasonable regulations respecting the use of the Condominium property.

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h. To approve or disapprove the transfer, mortgage and ownership of Condominium Units as may be provided by the Declaration of Condominium and the By-Laws of the Association.

i. To enforce by legal means the provisions of the Condominium Act, the Declaration of Condominium, these Articles, the By-Laws of the Association and the regulations for the use of the Condominium property.

j. To contract for the management and operations of the Condominium, including the 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.

k. To lease such portions of the Common Elements of the Condominium as are susceptible to separate management and operation.

l. To enter into leases, as Lessor, including but not limited to long-term leases, whereby recreational facilities upon lands within reasonable proximity of the Condominium property are demised to the Association. Said leases may create liens upon the Condominium property, 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 Condominium.

m. To employ personnel to perform the services required for the proper management and operation of the Condominium.

n. 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 Declaration of Condominium and in accordance with the provisions of these Articles of Incorporation and the By-Laws of the Association.

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BOOK 0054 PAGE 0126

4. The powers of the Association will be subject to and will be exercised in accordance with the provisions of the Declaration of Condominium and the By-Laws of the Association.

IN WITNESS WHEREOF, the said corporation has caused these presents to be executed by its President and its corporate seal to be affixed hereto this 27th day of May, 1982.

1616 - SEA COVE CONDOMINIUM
ASSOCIATION, INC.,

By [Signature]
President

Attest:

[Signature]
Secretary

(CORPORATE SEAL)

STATE OF FLORIDA

COUNTY OF INDIAN RIVER

I HEREBY CERTIFY that on this day before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared DAVID PAGE and SUSAN ALBINSON, to me known and known to me to be the President and Secretary, respectively, of 1616 - SEA COVE CONDOMINIUM ASSOCIATION, INC., and they acknowledged before me that they executed the foregoing Statement to Amend the Articles of Incorporation in the name of and on behalf of said Corporation upon the approval of the Amendment; that as such corporate officers they are duly authorized by the corporation to do so; and that the foregoing Statement to Amend the Articles of Incorporation is the act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal in the State and County aforesaid this 27th day of May, 1982.

[Signature]
Notary Public, State of Florida at
Largo. My commission expires:
5-23-86

(Notary Seal)

69121-19712

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EXHIBIT "E" OF AMENDED DECLARATION OF CONDOMINIUM

BY-LAWS

OF

1616 - SEA COVE CONDOMINIUM ASSOCIATION, INC.

1. IDENTITY

These are the By-Laws of 1616 - SEA COVE CONDOMINIUM ASSOCIATION, INC., a corporation not for profit under the laws of the State of Florida, the Articles of Incorporation of which were filed in the office of the Secretary of State on January 22, 1982. 1616 - Sea Cove Condominium Association, Inc., hereinafter called the "Association", has been organized for the purpose of administering the operation and management of a Condominium to be established by Northgate Properties, Inc., a Georgia corporation authorized to do business in the State of Florida, hereinafter sometimes called "Developer", upon lands owned by City National Bank of Miami, as Trustee, hereinafter sometimes called "Trustee", and as said lands are described in Article II of said Articles of Incorporation.

a. All present or future owners, tenants, future tenants or their employees or any other person who might use the Condominium, or any of the facilities thereof in any manner, are subject to the regulations as set forth in these By-Laws and in said Articles of Incorporation and the Declaration of Condominium.

b. The office of the Association shall initially be at 744 Beachland Boulevard, Vero Beach, Florida.

c. The fiscal year of the Association shall be the calendar year, January 1 through December 31.

d. The seal of the Association shall bear the name of the Association, the word "Florida", the words "Corporation Not For Profit", and the year of incorporation, an impression of which seal is as follows:

2. MEMBERSHIP, VOTING, QUORUM, PROXIES

a. The qualifications of members, the manner of their admission to membership and termination of such membership, and voting by members shall be as set forth in Article IV of the Articles of Incorporation of the Association, the provisions of which said Article IV of the Articles of Incorporation are incorporated herein by reference.

b. A quorum at members' meetings shall consist of persons entitled to cast a majority of the votes of the entire membership. The joinder of a member in the action of a meeting by signing and concurring in the minutes thereof shall constitute the presence of such person for the purpose of determining a quorum.

c. The vote of the owners of a Condominium Unit owned by more than one person or by a corporation or other entity shall be cast by the person named in a certificate signed by all of the owners of the Unit and filed with the Secretary of the Association, and such certificate shall be valid until revoked by subsequent certificate. If such certificate is not on file, the vote of such owners shall not be considered in determining the requirement for a quorum, nor for any other purpose.

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d. Votes may be cast in person or by proxy. Proxies shall be valid only for the particular meeting designated thereon and must be filed with the Secretary before the appointed time of the meeting.

e. Approval or disapproval of a Unit owner upon any matters, whether or not the subject of an Association meeting, shall be by the same person who would cast the vote of such owner if in an Association meeting.

f. Except where otherwise required under the provisions of the Articles of Incorporation of the Association, these By-Laws, the Declaration of Condominium, or where the same may otherwise be required by law, the affirmative vote of a majority of the members, represented at any duly called members' meeting at which a quorum is present, shall be binding upon the members.

3. ANNUAL AND SPECIAL MEETINGS OF MEMBERSHIP

a. The annual members' meeting shall be held at the office of the Association during the month of January of each year for the purpose of electing Directors and of transacting any other business authorized to be transacted by the members.

b. Special members' meetings shall be held whenever called by the President or Vice President, or by a majority of the Board of Directors, and must be called by such officers upon receipt of a written request from a majority of members of the Association.

c. Notice of all members' meetings, regular or special, shall be given by the President, Vice President or Secretary of the Association, or other officer of the Association in absence of said officers, to each member, unless waived in writing, such notice to be written or printed and to state the time and place and object for which the meeting is called. Such notice shall be given to each member not less than fourteen (14) days nor more than sixty (60) days prior to the date set for such meeting, which notice shall be mailed or presented personally to each member within said time. The post office certificate of mailing shall be retained as proof of such mailing. If presented personally, receipt of such notice shall be signed by the member, indicating the date on which such notice was received by him. If mailed, such notice shall be deemed to be properly given when deposited in the United States mail addressed to the member at his post office address as it appears on the records of the Association, the postage thereon prepaid. Such mailing shall be evidenced by the affidavit of the person giving such notice. Any member may, by written waiver of notice signed by such member, waive such notice, and such waiver, when filed in the records of the Association, whether before or after the holding of the meeting, shall be deemed equivalent to the giving of such notice to such member. If any members' meeting cannot be organized because a quorum has not attended, or because the greater percentage of the membership required to constitute a quorum for particular purposes has not attended, wherever the latter percentage of attendance may be required as set forth in the Articles of Incorporation, these By-Laws or the Declaration of Condominium, the members who are present, either in person or by proxy, may adjourn the meeting from time to time until a quorum or the required percentage of attendance is greater than a quorum is present.

d. The order of business at annual member's meeting and, as far as practical, at any other members' meeting, shall be:

- (i) Election of Chairman of the meeting;
- (ii) Calling of the roll and certifying of proxies;
- (iii) Proof of notice of meeting or waiver of notice;
- (iv) Reading and disposal of any unapproved minutes;
- (v) Reports of officers;
- (vi) Reports of committees;
- (vii) Election of directors;
- (viii) Unfinished business;
- (ix) New business;
- (x) Adjournment.

4. BOARD OF DIRECTORS

a. The first Board of Directors of the Association, and succeeding Board of Directors, shall consist of not less than three (3) nor more than nine (9) persons. At least a majority of the Board of Directors shall be members of the Association, or shall be authorized representatives, officers or employees of a corporate member of the Association; provided that members of the Board of Directors designated by Northgate Properties, Inc. (hereinafter referred to as "Developer"), as hereinafter provided, need not be members of the Association. When Unit owners other than the Trustee own fifteen percent (15%) or more of the Units that will be operated ultimately by the Association, the Unit owners other than the Developer shall be entitled to elect not less than one-third (1/3) of the members of the Board of Directors of the Association. Unit owners other than the Developer shall be entitled to elect not less than a majority of the members of the Board of Directors of the Association three (3) years after sales by the Developer have been closed on fifty percent (50%) of the Units that will be operated ultimately by the Association, three (3) months after sales have been closed by the Trustee of ninety percent (90%) of the Units that will be operated ultimately by the Association, or when all of the Units that will be operated ultimately by the Association have been completed, some of them have been sold, and none of the others are being offered for sale by the Developer in the ordinary course of business, whichever shall first occur. The Developer shall be entitled to elect not less than one member of the Board of Directors of the Association as long as the Developer holds for sale in the ordinary course of business any Units in any Condominium operated by the Association. Whenever Developer shall be entitled to designate and select any person or persons to serve on any Board of Directors of Association, the manner in which such person or persons shall be designated shall as provided in the Articles of Incorporation or By-Laws of Association and Developer, or Developer's successors or assigns, shall have the right to remove any person or persons selected by it to act and serve on said Board of Directors and to replace such person or persons with another person or persons to act and serve in the place of any Director or Directors so removed for the remainder of the unexpired term of any Director or Directors so removed. Any Director designated and selected by Developer need not be a resident in the Condominium or a member of Association.

b. Election of Directors shall be conducted in the following manner:

(i) Developer shall, at the beginning of the election of the Board of Directors, designate and select that number of the members of the Board of Directors which it shall be entitled to designate and select in accordance with the provisions of these By-Laws, and upon such designation and selection by Developer by written instrument presented to the meeting at which such election is held, said individuals so designated and selected by Developer shall be deemed and considered for all purposes Directors of the

page 141 237a

Association, and shall thenceforth perform the offices and duties of such Directors until their successors shall have been selected or elected in accordance with the provisions of these By-Laws. Should Developer fail to designate and select members of the Board of Directors at any time while the said Developer is entitled to designate and select members of the Board of Directors as herein provided, those members of the Board of Directors previously designated and selected by Developer shall continue to serve as members of the Board of Directors as though designated and selected as herein provided.

(ii) All members of the Board of Directors whom Developer shall not be entitled to designate and select under the terms and provisions of these By-Laws shall be elected by a plurality of the votes cast at the annual meeting of the members of the Association immediately following the designation and selection of the members of the Board of Directors whom Developer shall be entitled to designate and select.

(iii) Vacancies in the Board of Directors may be filled until the date of the next annual meeting by the remaining Directors, except that should any vacancy in the Board of Directors be created in any directorship previously filled by any person designated and selected by the Developer, such vacancy shall be filled by Developer's designating and selecting, by written instrument delivered to any officer of the Association, the successor Director to fill the vacated directorship for the unexpired term thereof.

(iv) In the election of Directors, there shall be appurtenant to each Unit as many votes for Directors as there are Directors to be elected; provided, however, that no member or owner of any Unit may cast more than one vote for any person nominated as a Director, it being the intent hereof that voting for Directors shall be non-cumulative.

(v) In the event that Developer, in accordance with the privilege granted unto it, selects any person or persons to serve on any Board of Directors of the Association, the said Developer shall have the absolute right at any time, in its sole discretion, to replace any such person or persons with another person or persons selected by Developer to serve on the Board of Directors of the Association shall be made by written instrument delivered to any officer of the Association, which instrument shall specify the name or names of the person or persons designated as successor or successors to the persons so removed from said Board of Directors. The removal of any Director and designation of his successor shall be effective immediately upon delivery of such written instrument by Developer to any officer of the Association.

c. The organizational meeting of a newly elected Board of Directors shall be held within ten (10) days of their election, at such time and at such place as shall be fixed by the Directors at the meeting at which they were elected, and no further notice of the organizational meeting shall be necessary provided a quorum shall be present.

d. Regular meetings of the Board of Directors may be held at such time and place as shall be determined from time to time by a majority of the Directors. Notice of regular meetings shall be given to each Director, personally or by mail, telephone or telegram, at least three (3) days prior to the day named for such meeting, unless notice is waived.

e. Special meetings of the Directors may be called by the President, and must be called by the Secretary at the written request

of one-third (1/3) of the votes of the Board. Not less than ten (10) days' notice of a meeting shall be given to each Director, personally or by mail, telephone or telegram, which notice shall state the time, place and purpose of the meeting.

f. Any Director may waive notice of a meeting before or after the meeting and such waiver shall be deemed equivalent to the giving of notice.

g. A quorum at a Directors' meeting shall consist of the Directors entitled to cast a majority of the votes of the entire Board. The acts of the Board approved by a majority of the votes present at the meeting at which a quorum is present, shall constitute the acts of the Board of Directors, except as specifically otherwise provided in the Articles of Incorporation, these By-Laws or the Declaration of Condominium. If any Directors' meeting cannot be organized because a quorum has not attended, or because the greater percentage of the Directors required to constitute a quorum for particular purposes has not attended, wherever the latter percentage of attendance may be required as set forth in the Articles of Incorporation, these By-Laws or the Declaration of Condominium, the Directors who are present may adjourn the meeting from time to time until a quorum, or the required percentage of attendance if greater than a quorum is present. At any adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice. The joinder of a Director in the action of a meeting by signing and concurring in the minutes thereof shall not constitute the presence of such Director for the purpose of determining a quorum.

h. The presiding officer of Directors' meetings shall be Chairman of the Board, if such an officer has been elected; and if none, then the President shall preside. In the absence of the presiding officer, the Directors present shall designate one of their number to preside.

i. Directors' fees, if any, shall be determined by the members.

j. All of the powers and duties of the Association shall be exercised by the Board of Directors, including those existing under the common law and statutes, the Articles of Incorporation of the Association, these By-Laws and the Declaration of Condominium. Such powers and duties shall be exercised in accordance with said Articles of Incorporation, these By-Laws and the Declaration of Condominium, and shall include, without limiting the generality of the foregoing, the following:

(i) To make, levy and collect assessments against members and members' Units to defray the cost of operation of the Condominium established by Developer on lands as described in Article II of the Articles of Incorporation, and to use the proceeds of said assessments in the exercise of the powers and duties granted unto the Association.

(ii) The maintenance, repair, replacement, operation and management of the Condominium wherever the same is required to be done and accomplished by the Association for the benefit of its members;

(iii) The reconstruction of improvements after casualty, and the further improvement of the property, real and personal;

(iv) To make and amend regulations governing the use of the property, real and personal, in, on or about the Condominium,

so long as such regulations or amendments thereto do not conflict with the restrictions and limitations which may be placed upon the use of such property under the terms of the Articles of Incorporation and Declaration of Condominium;

(v) To approve or disapprove proposed purchasers and lessees of Units in the manner specified in the Declaration of Condominium;

(vi) To acquire, operate, lease, manage and otherwise trade and deal with property, real and personal, including Units in the Condominium, as may be necessary or convenient in the operation and management of the Condominium, and in accomplishing the purposes set forth in the Declaration of Condominium;

(vii) 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.

(viii) To enforce by legal means the provisions of the Articles of Incorporation and By-Laws of the Association, the Declaration of Condominium and the regulations hereinafter promulgated governing the use of the property in the Condominium;

(ix) To pay all taxes and assessments which are liens against any part of the Condominium other than Units and the appurtenances thereto, and to assess the same against the members and their respective Units subject to such liens;

(x) To carry insurance for the protection of the members and the Association against casualty and liability;

(xi) To pay all costs of power, water, sewer and other utility services rendered to the Condominium and not billed to the owners of the separate Units within the Condominium; and

(xii) To employ personnel for reasonable compensation to perform the services required for proper administration of the purposes of the Association.

k. The first Board of Directors of the Association shall be comprised of the three (3) persons designated to act and serve as Directors in the Articles of Incorporation, which said persons shall serve until their successors are elected at the first annual meeting of the members of the Association; provided, however, that any election of Directors shall be subject to all of the rights hereinabove reserved to Developer by Section 4(a) of these By-Laws.

l. The undertakings and contracts authorized by said first Board of Directors shall be binding upon the Association in the same manner as though such undertakings and contracts had been authorized by the first Board of Directors duly elected by the membership, so long as any undertakings and contracts are within the scope of the powers and duties which may be exercised by the Board of Directors of the Association in accordance with all applicable Condominium documents.

m. Any one or more of the members of the Board of Directors of the Association may be removed, either with or without cause, at any time by a vote of the members owning a majority of the Units in the Condominium, at any special meeting called for such purpose, or at the annual meeting; provided, however, that only Developer shall have the right to remove a Director appointed by it.

5. OFFICERS

a. The executive officers of the Association shall be a President, who shall be a Director, a Vice President, a Secretary-Treasurer and such other assistants or vice officers as the Board of Directors may determine, all of whom shall be elected annually by the Board of Directors and who may be peremptorily removed by vote of the Directors at any meeting. The Board of Directors from time to time shall elect such other officers and designate their powers and duties as the Board shall find to be required to manage the affairs of the Association.

b. The President shall be the chief executive officer of the Association. He shall have all of the powers and duties which are usually vested in the office of President of an association, including but not limited to the power to appoint committees from among the members from time to time, as he may in his discretion determine appropriate, to assist in the conduct of the affairs of the Association.

c. The Vice President shall perform the duties of President in the event of the President's death, inability or refusal to act. In such event, the Vice President shall have all the powers of and be subject to all the restrictions upon the President.

d. The Secretary shall keep the minutes of all proceedings of the Directors and the members. He shall attend to the giving and serving of all notices to the members and Directors, and such other notices required by law. He shall have the custody of the seal of the Association and affix the same to instruments requiring a seal when duly signed. He shall keep the records of the Association, except those of the Treasurer, and shall perform all other duties incident to the office of secretary of an association and as may be required by the Directors or President.

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

f. The compensation of all officers and employees of the Association shall be fixed by the Directors. This provision shall not preclude the Board of Directors from employing a Director as an employee of the Association nor preclude the contracting with a Director for management of the Condominium.

6. FISCAL MANAGEMENT

a. Accounts. The receipts and expenditures of the Association will be created and charged to such accounts as shall be appropriate. All expenditures will be common expenses.

b. Budget. The Board of Directors will adopt a budget for each fiscal year that will include the estimated funds required to defray current expenditures and to provide and maintain funds for any other accounts and reserves, according to good accounting practices.

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Copies of the budget and proposed assessments will be transmitted to each member on or before December 1 preceding the year for which the budget is made. If the budget is amended subsequently, a copy of the amended budget will be furnished to each member.

c. Assessments. Assessments against Unit owners for their shares of the items of the budget will be made for the calendar year annually in advance on or before December 20 preceding the year for which the assessments are made. Such assessments will be due in equal monthly installments on the first day of each month of the year for which the assessments are made. The Board of Directors shall, in its sole discretion, have the right to collect assessments in equal quarterly installments on the first day of January, April, July and October of the year. If an annual assessment is not made as required, an assessment will be presumed to have been made in the amount of the last prior assessment and monthly installments on such assessment will be due upon each installment payment date until changed by an amended assessment. In the event the annual assessment proves to be insufficient, the budget and assessments may be amended at any time by the Board of Directors; and the unpaid assessment for the remaining portion of the calendar year for which the amended assessment is made will be due in equal monthly installments on the first day of each month remaining in the year for which such amended assessment is made.

d. Acceleration of assessment installments upon default. If a Unit owner shall be in default in the payment of an installment upon an assessment, the Board of Directors may accelerate the remaining installments of the assessment upon notice to the Unit owner, and then the unpaid balance of the assessment will come due upon the date stated in the notice, but not less than ten (10) days after delivery of the notice to the Unit owner, or not less than twenty (20) days after the mailing of such notice to him by registered or certified mail, whichever shall first occur.

e. Assessments for emergencies. Assessments for common expenses for emergencies that cannot be paid from the annual assessments for common expenses will be made only after notice of the need for such is given to the members. After such notice and upon approval by more than one-half (1/2) of the members, the assessment will become effective, and it will be due after thirty (30) days' notice in such manner as the Board of Directors of the Association may require in the notice of assessment.

f. The depository of the Association will be such bank or banks as shall be designated from time to time by the Directors and in which the moneys of the Association will be deposited. Withdrawals of moneys from such accounts will be only by checks signed by such persons as are authorized by the Directors.

g. An audit of the accounts of the Association shall be made annually by a Certified Public Accountant, and a copy of the report shall be furnished to each member not later than April 1 of the year following the year for which the report is made.

7. PARLIAMENTARY RULES

Roberts' Rules of Order (latest edition) shall govern the conduct of corporate proceedings when not in conflict with the Articles of Incorporation and these By-Laws or with the Statutes of the State of Florida.

8. AMENDMENTS TO BY-LAWS

Amendments to these By-Laws shall be proposed and adopted in the following manner:

437345

CERTIFICATE OF
AMENDMENT TO AMENDED DECLARATION OF CONDOMINIUM
OF 1616 - SEA COVE, A CONDOMINIUM

KNOW ALL MEN BY THESE PRESENTS, THAT:

WHEREAS, CITY NATIONAL BANK OF MIAMI, Trustee, as Declarant joined by NORTHGATE PROPERTIES, INC., as Developer, did on April 18, 1983, execute an Amended Declaration of Condominium of 1616 - Sea Cove, a Condominium, Indian River County, Florida, which declaration was re-recorded in Official Record Book 661, Page 2280, et seq., of the Public Records of Indian River County, Florida; and

WHEREAS, said Declaration designated NORTHGATE PROPERTIES, INC. as developer and contained provisions to amend the Declaration; and

WHEREAS, THE OAKS OF INDIAN RIVER, INC., a Florida corporation, and VERO BEACH HOLDINGS (FLORIDA), INC., a Florida corporation, purchased from City National Bank of Miami, Trustee, and are presently the owners of those units described in deeds recorded in Official Record Book 0720, Page 1197, and Official Record Book 0720, Page 1199, Public Records of Indian River County, Florida. THE OAKS OF INDIAN RIVER, INC. and VERO BEACH HOLDINGS, INC., by virtue of the above described conveyances and the Assignment of Developer's Right executed by NORTHGATE PROPERTIES, INC. and recorded in Official Record Book 0720, Page 1204, Public Records of Indian River County, Florida, succeeded to all of the right, title and interest of CITY NATIONAL BANK OF MIAMI, Trustee, and NORTHGATE PROPERTIES, INC., as Developer, by virtue of the conveyances and assignment; and

WHEREAS, the unit owners of 1616 - Sea Cove, a Condominium, at a Special Membership Meeting duly held on the 22nd day of November, 1985, at which a quorum was present, approved affirmatively, by in excess of two-thirds (2/3) of the members owning units as to which at least two-thirds (2/3) of the common elements are pertinent, amendments to said Declaration of Condominium, more specifically hereinafter set forth.

NOW, THEREFORE, the Declaration of Condominium of 1616 -

P. O. Box 3686
Vero Beach, FL 32964

437345 PAGE 2895

Sea Cove, a Condominium, pursuant to Paragraph 16, "Amendment of Declaration of Condominium" of said declaration re-recorded in Official Record Book 661, Page 2280, et seq., Public Records of Indian River County, Florida, be and the same is hereby amended as follows:

1. Wherever appearing in the Declaration of Condominium or any of the Exhibits thereto, the terms "Declarant and Developer" shall mean THE OAKS OF INDIAN RIVER, INC., a Florida corporation, and VERO BEACH HOLDINGS (FLORIDA), INC., a Florida corporation, as a result of CITY NATIONAL BANK OF MIAMI conveying all of its interest in the condominium to developers, the Powers set forth in Declaration exercisable by the Trustee or in concert with the Developer shall all be exercisable solely by the Developer acting as Developer and on behalf of Trustee.

2. Under Paragraph 1 d. (iii), the definition of Institutional Mortgage is amended to read as follows:

(iii) "Institutional Mortgage" means a mortgage held by or originally made in favor of a union pension fund authorized to do business in the State of Florida, a bank or agency thereof, a savings and loan association, an insurance company or an agency of the United States Government.

3. Exhibits 2-A, 3-A, 4-A, 8-A, 12-A, 13-A, 14-A, 15-A, 16-A, 17-A, 19-A, 20-A, 21-A, 22-A, 23-A, 27-A, 29-A, 31-A, 32-A, 33-A, 34-A, 35-A, 36-A, 38-A, 39-A to said Declaration of Condominium are hereby amended by substitution of their corresponding pages as attached hereto.

This amendment is made to correct certain discrepancies in the original Exhibit A and to reflect the new entrances to the building through the covered garage areas. This amendment shall relate back to and be effective as of the date the Declaration became effective.

IN WITNESS WHEREOF, the Condominium Association has caused this amendment to be duly executed and its corporate seal

to be hereunto affixed this 22nd day of November, 1985.

Signed, sealed and delivered
in the presence of

1616 - SEA COVE CONDOMINIUM
ASSOCIATION, INC.

By: [Signature] President

Attest: Susan Albinson Secretary

(corporate seal)

STATE OF FLORIDA
COUNTY OF INDIAN RIVER

I HEREBY CERTIFY that on this day, before me, an officer
duly authorized in said State and County to take acknowledgments,
personally appeared KENNETH R. SINCLAIR and
SUSAN ALBINSON, well known to me to be the
President and Secretary, respectively of 1616 -
SEA COVE CONDOMINIUM ASSOCIATION, INC., that they severally
acknowledged executing the same in the presence of two subscribing
witnesses freely and voluntarily under authority duly vested in
them by said corporation and that the seal affixed thereto is the
true corporate seal of said corporation.

WITNESS my hand and official seal, in the County and
State aforesaid this 22nd day of November, 1985.

[Signature]
Notary Public, State of Florida
at Large.

My Commission Expires: July 22, 1987

1616 - SEA COVE CONDOMINIUM ASSOCIATION, INC.
INDIAN RIVER CO., FLA.
JAN 5 1986
1985 DEC 17 PM 4 10
JAN 5 1986

a. Amendments to these By-Laws may be proposed by the Board of Directors of the Association acting upon vote of the majority of the Directors, or by a majority of members of the Association, whether meeting as members or by instrument in writing signed by them.

b. Upon any amendment or amendments to these By-Laws being proposed by said Board of Directors or members, such proposed amendment or amendments shall be transmitted to the President of the Association, or other officer of the Association in absence of the President, who shall thereupon call a special joint meeting of the members of the Board of Directors of Association and the membership for a date not sooner than twenty (20) days nor later than sixty (60) days from receipt by such officer of the proposed amendment or amendments, and it shall be the duty of the Secretary to give to each member written or printed notice of such meeting in the same form and in the same manner as notice of the call of a special meeting of the members is required as herein set forth.

c. In order for such amendment or amendments to become effective, the same must be approved by the affirmative vote of seventy-five percent (75%) of the entire membership of the Board of Directors and by an affirmative vote of seventy-five percent (75%) of the members. Thereupon, such amendment or amendments to these By-Laws shall be transcribed, certified by the President and Secretary of the Association, and a copy thereof shall be recorded in the public records of Indian River County, Florida, within ten (10) days from the date on which any amendment or amendments have been affirmatively approved by the Directors and members.

d. At any meeting held to consider such amendment or amendments to the By-Laws, the written vote of any member of the Association shall be recognized if such member is not in attendance at such meeting or represented thereat by proxy, provided such written vote is delivered to the Secretary of the Association at or prior to such meeting.

e. Notwithstanding the foregoing provisions of this Article 8, no amendment to these By-Laws which shall abridge, amend or alter the right of Developer to designate and select members of each Board of Directors of the Association, as provided in Article 4 hereof, may be adopted or become effective without prior written consent of Developer; and further provided that these By-Laws may be amended by action of a majority of the Board of Directors of the Association without vote of the membership, so long as Developer shall have the right to designate and select members of each Board of Directors of the Association, as provided in Article 4 hereof, or until such time as Developer may have relinquished its right to designate and select members of each Board of Directors or may waive the provisions of this paragraph of these By-Laws, by instrument in writing executed with the formalities of a deed.

The foregoing were adopted as the By-Laws of 1616 - SEA COVE CONDOMINIUM ASSOCIATION, INC., a corporation not for profit under the laws of the State of Florida, at the first meeting of the Board of Directors on the 25th day of February, 1983.

APPROVED:

Witness:

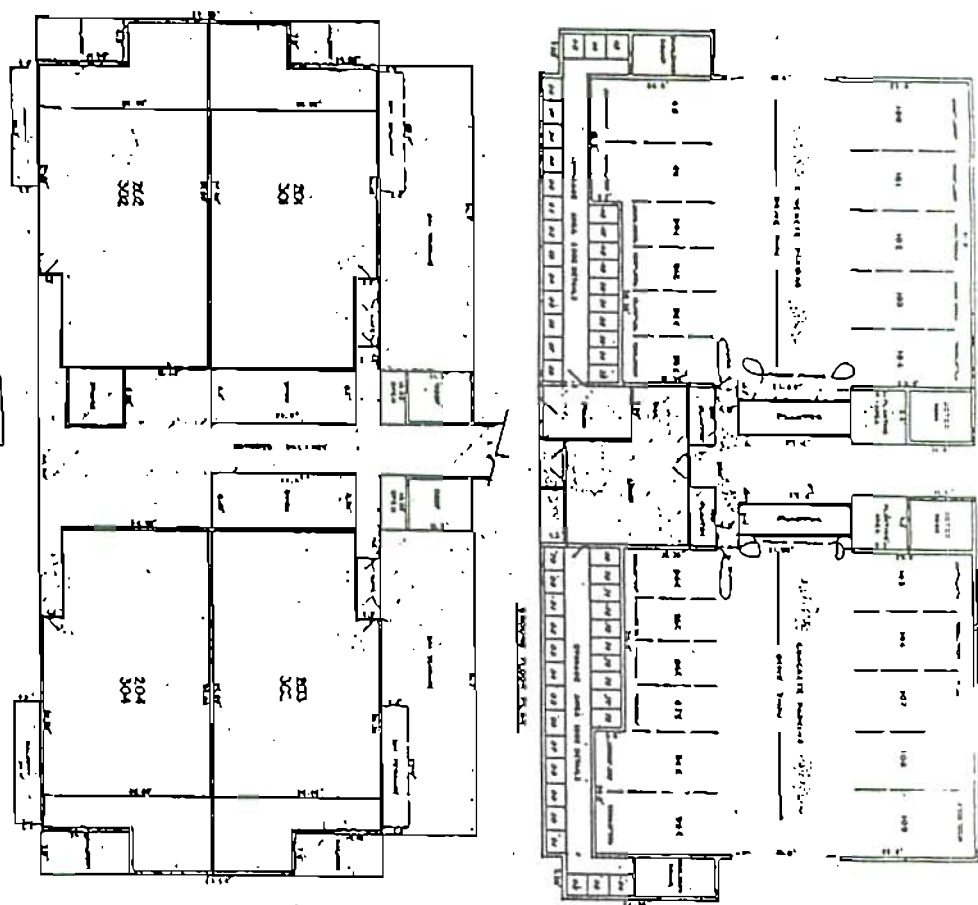
Forrest A. Hume

David J. [Signature]
President

RECORDED
INDEXED
MAR 19 PM 3 49
1616 SEA COVE
CONDOMINIUM ASSOCIATION, INC.
INDIAN RIVER COUNTY, FLORIDA

RECORDED
INDEXED
MAR 19 1983
1616 SEA COVE
CONDOMINIUM ASSOCIATION, INC.
INDIAN RIVER COUNTY, FLORIDA

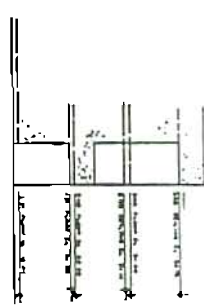
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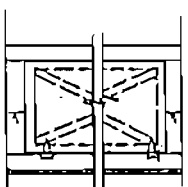
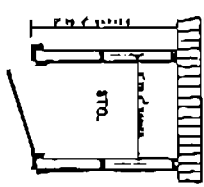
STORAGE FLOOR PLAN



STORAGE FLOOR PLAN



CROSS SECTION OF STORAGE UNIT (NOT TO SCALE) - SEE UNIT 101 FOR DIMENSIONS AND DETAILS

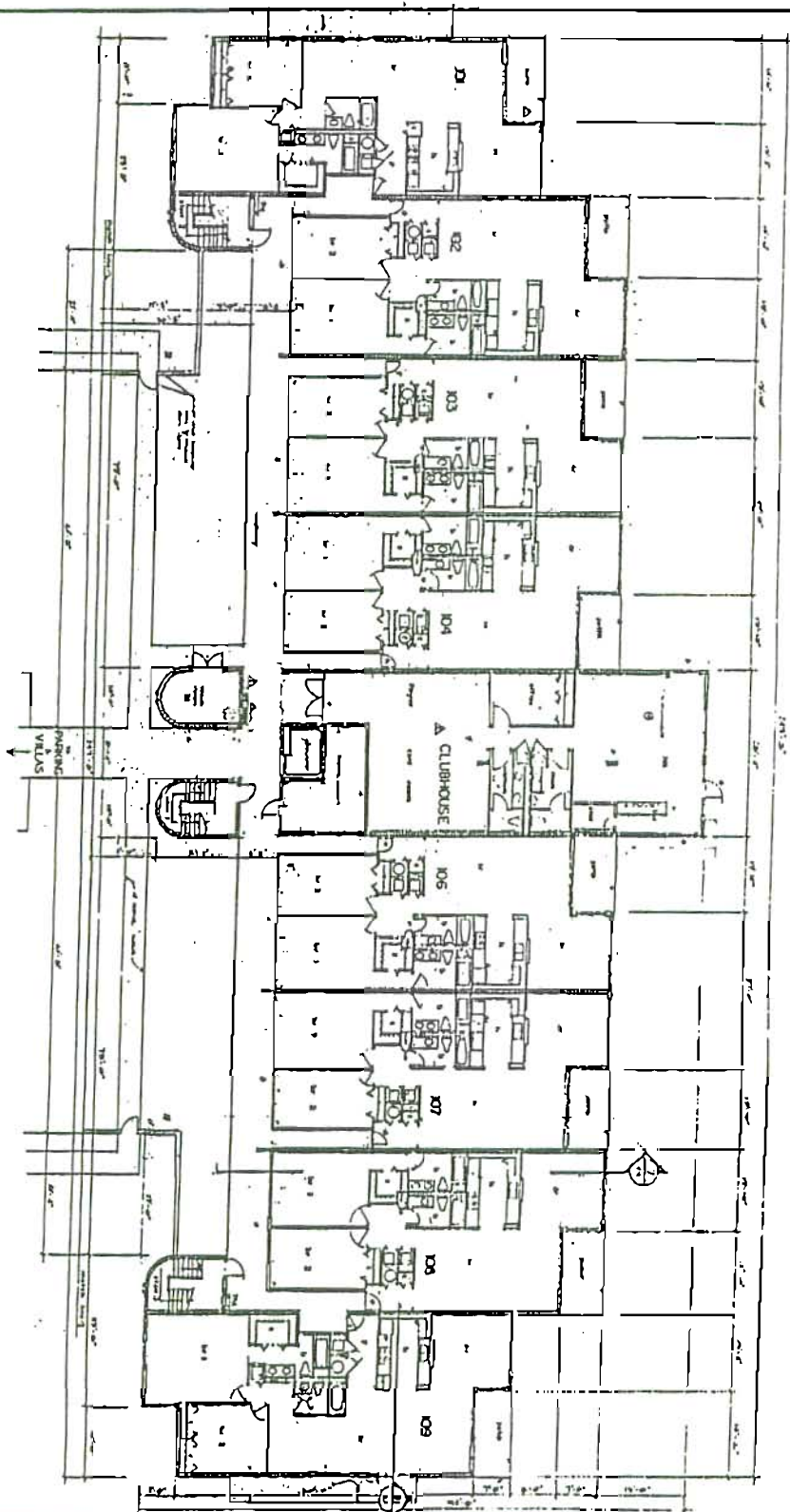


STORAGE UNIT DETAIL

LEGEND

- XXXXX - EXISTING
- XXXXX - EXISTING
- XXXXX - EXISTING

CARTER ASSOCIATES, INC.
 ARCHITECTS
 1616 STORAGE & COVERED PARKING
 1616 STORAGE & COVERED PARKING
 1616 STORAGE & COVERED PARKING



FIRST FLOOR PLAN

ALL DIMENSIONS SHOWN ARE TO FACE UNLESS NOTED OTHERWISE.
 ALL WALLS ARE 1/2" THICK UNLESS NOTED OTHERWISE.
 ALL DOORS ARE 3'0" WIDE UNLESS NOTED OTHERWISE.
 ALL WINDOWS ARE 6'0" WIDE UNLESS NOTED OTHERWISE.
 ALL CEILING ARE 8'0" HIGH UNLESS NOTED OTHERWISE.

1/8" = 1'-0"
 4/20/85
 BUILDINGS



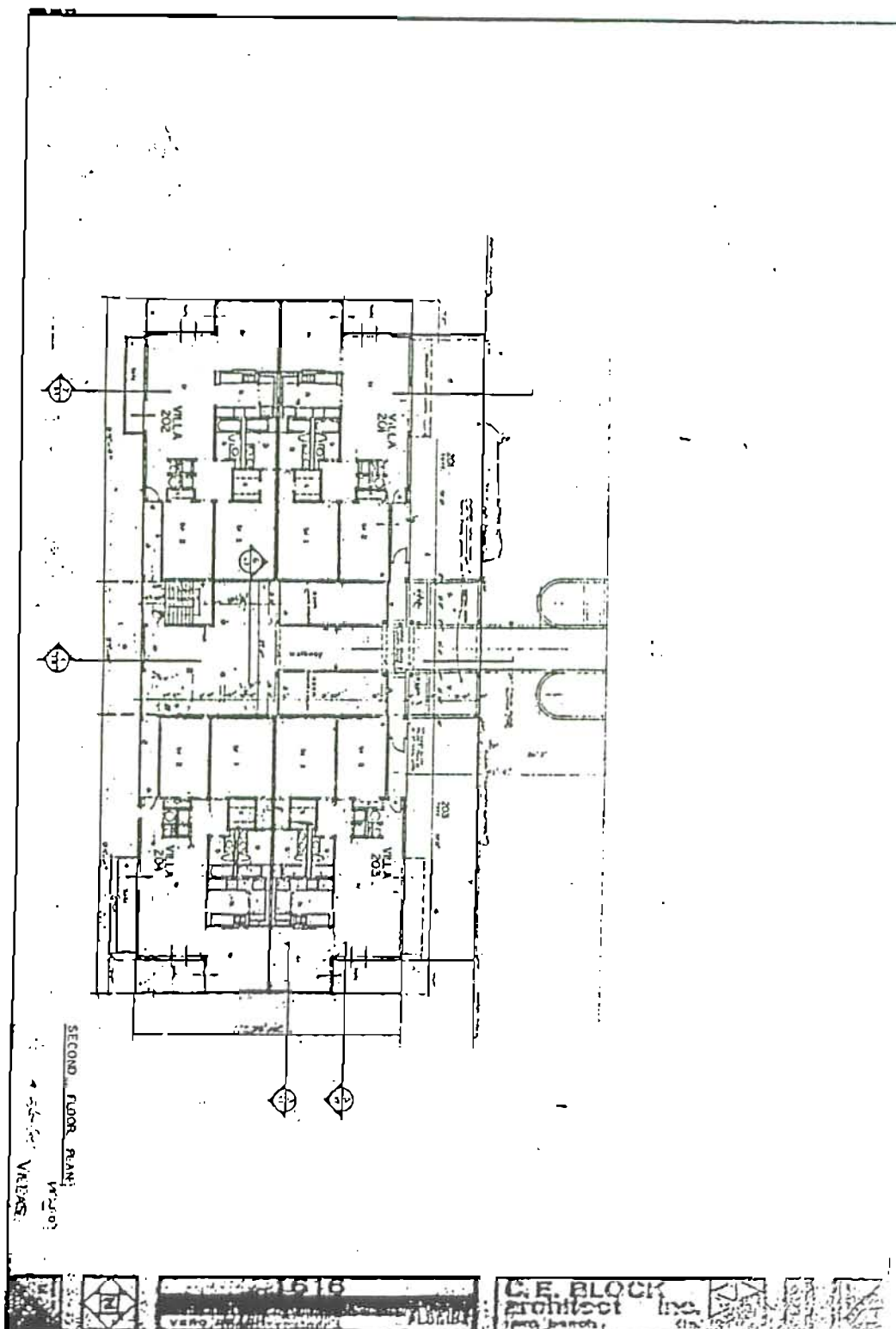
1616

C. E. BLOCK
 architect inc.
 vero beach fla.

8022A

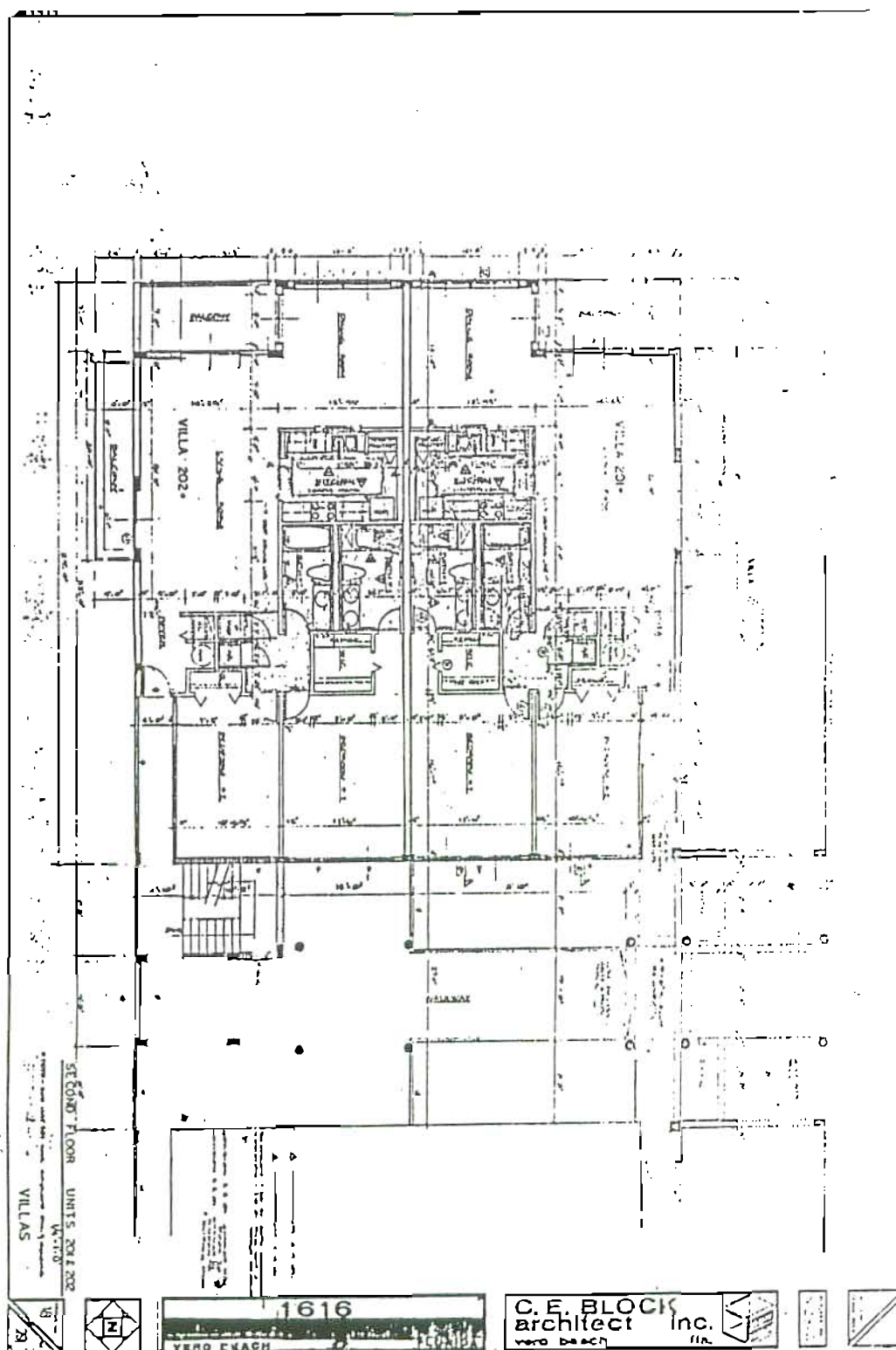
1616 Building
 4-A

BOOK 4723 PAGE 2 Q.M.



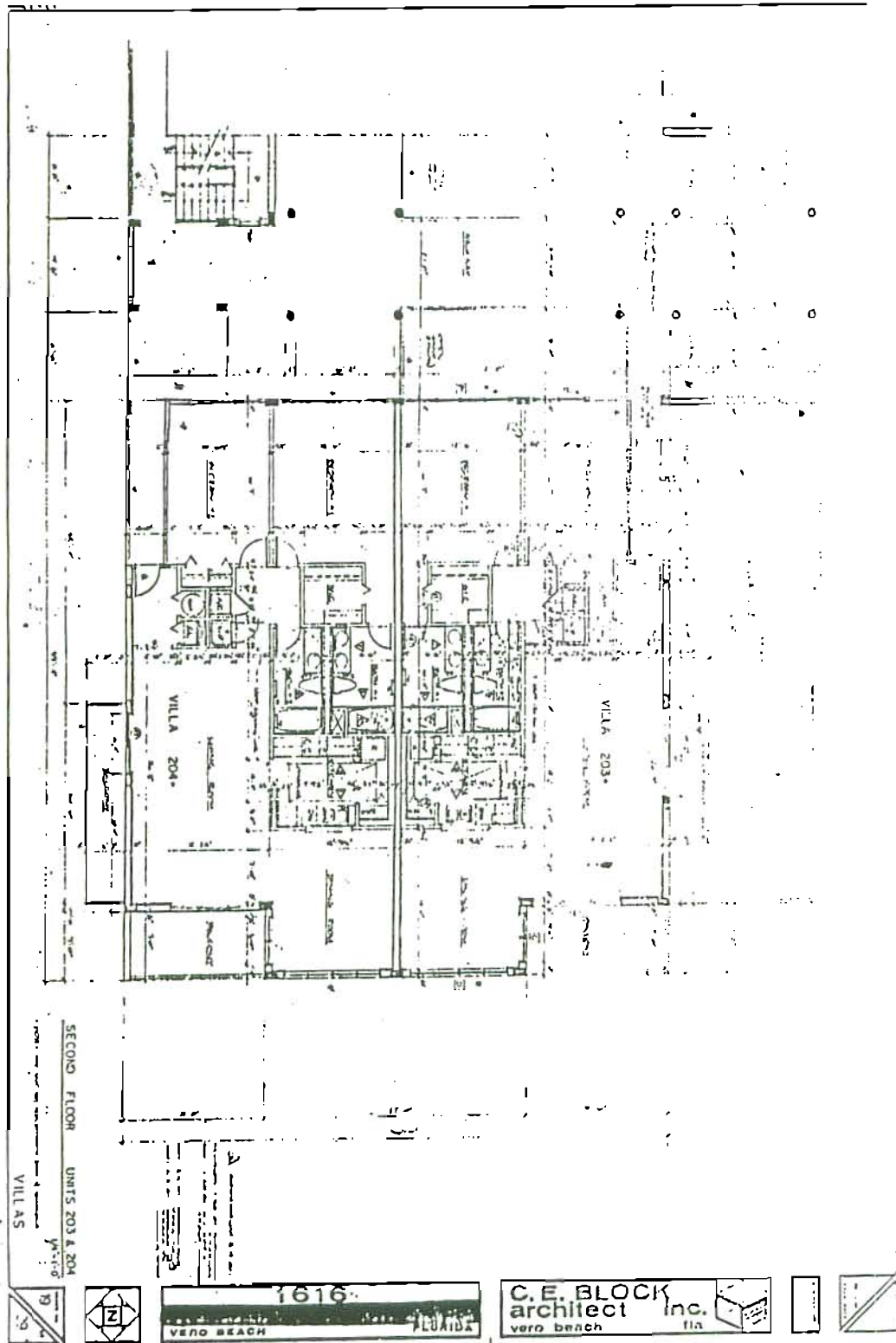
1616 - Villas
12-A

0723 PAGE 2902



1616 - Villas
13-A

BOOK 0723 PAGE 2903



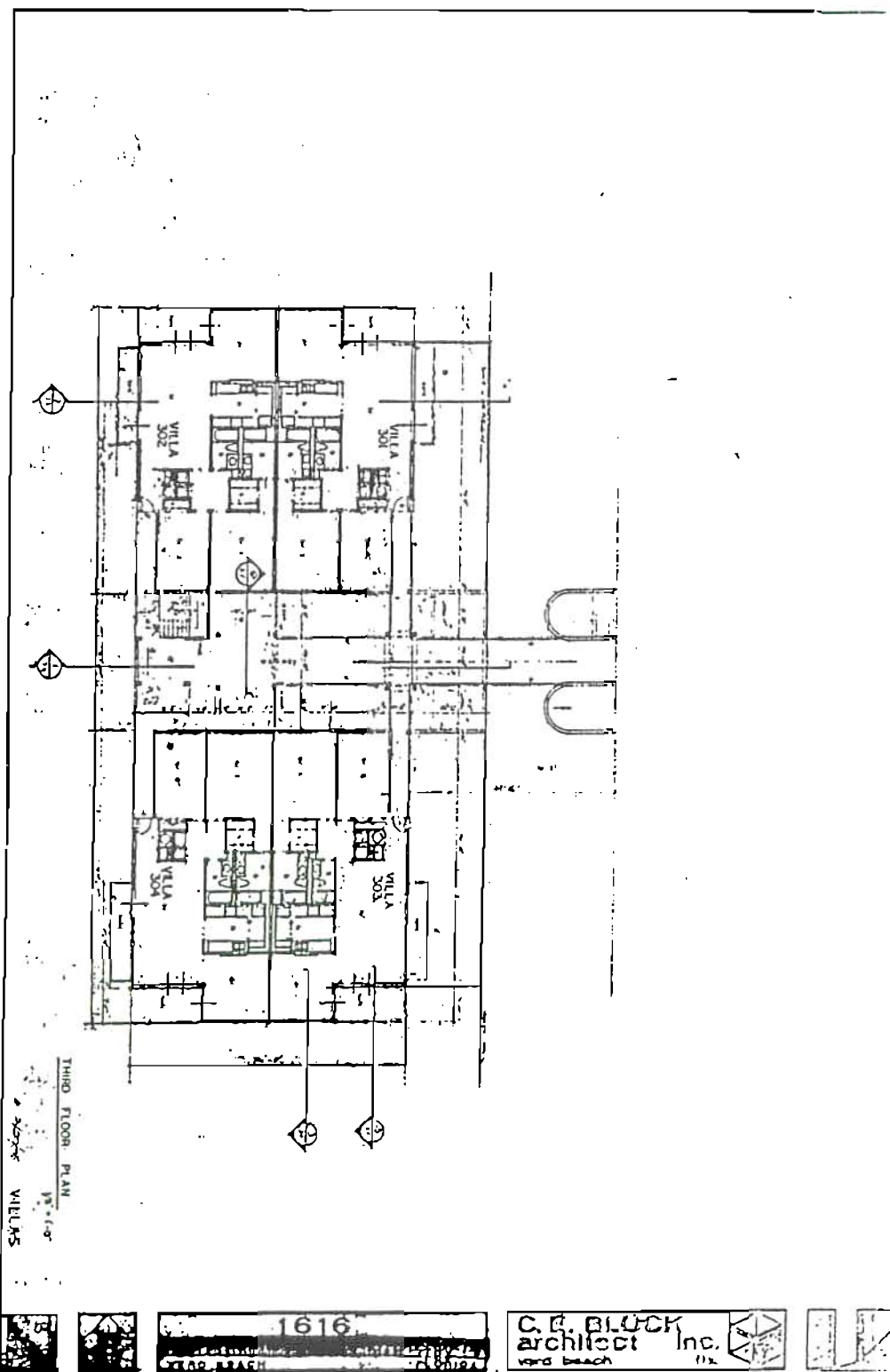
SECOND FLOOR
UNITS 203 & 204
VILLAS

1616 - Villas
VERO BEACH, FLORIDA

C.E. BLOCK
architect inc.
vero beach, fl

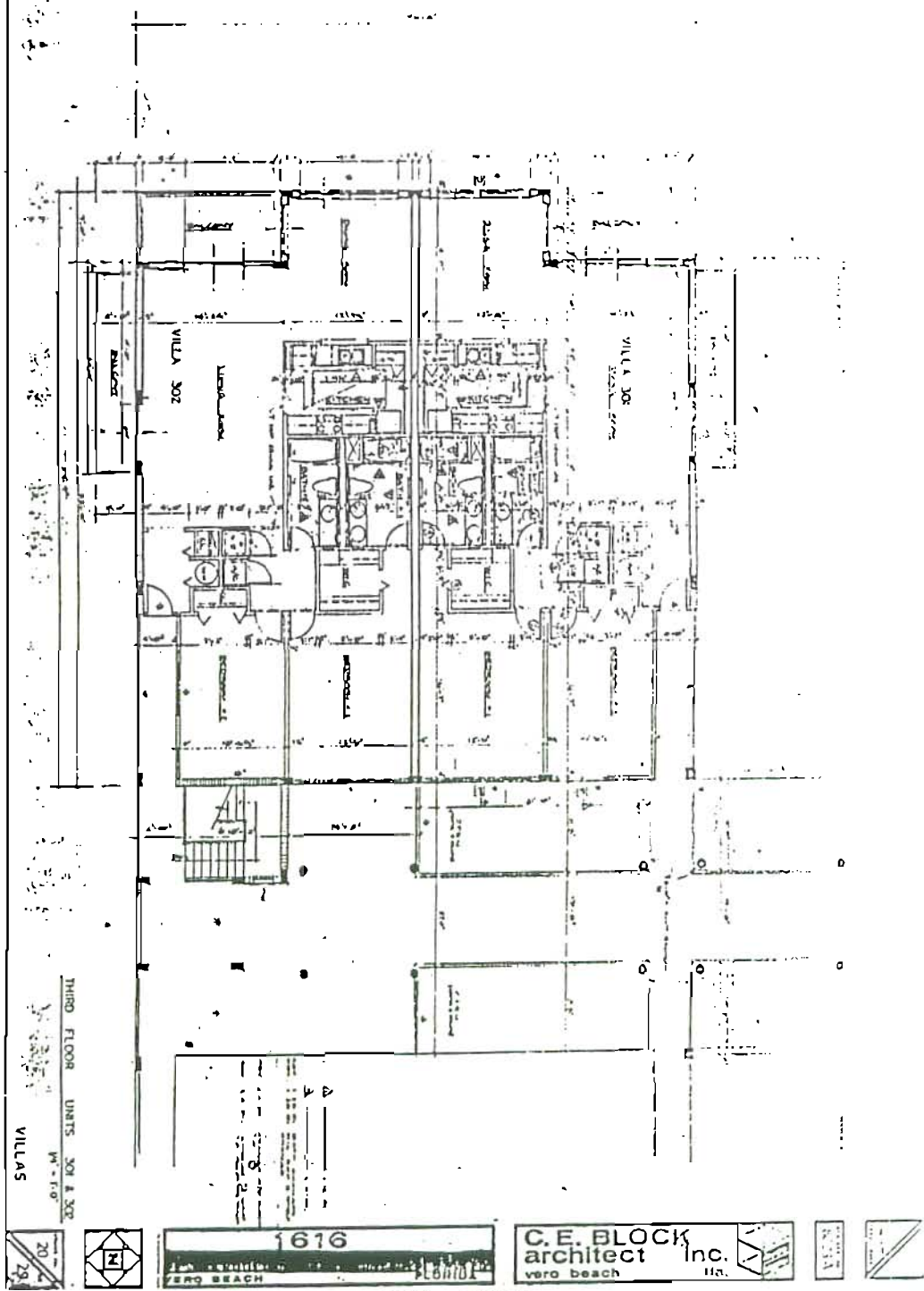
1616 - Villas
14-A

0723 AUG 29 04



1616 - Villages
15-A

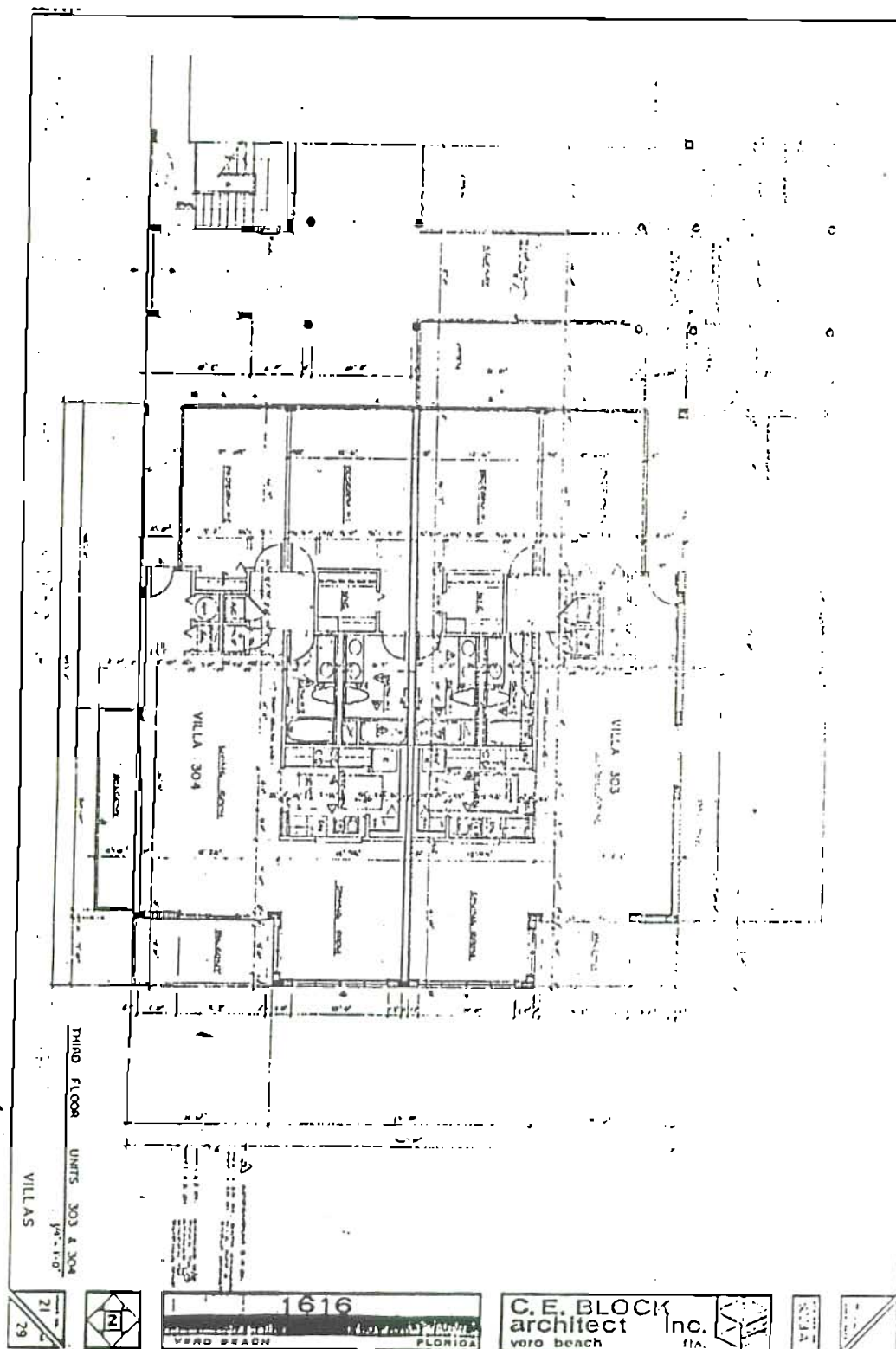
0723 2002 2905



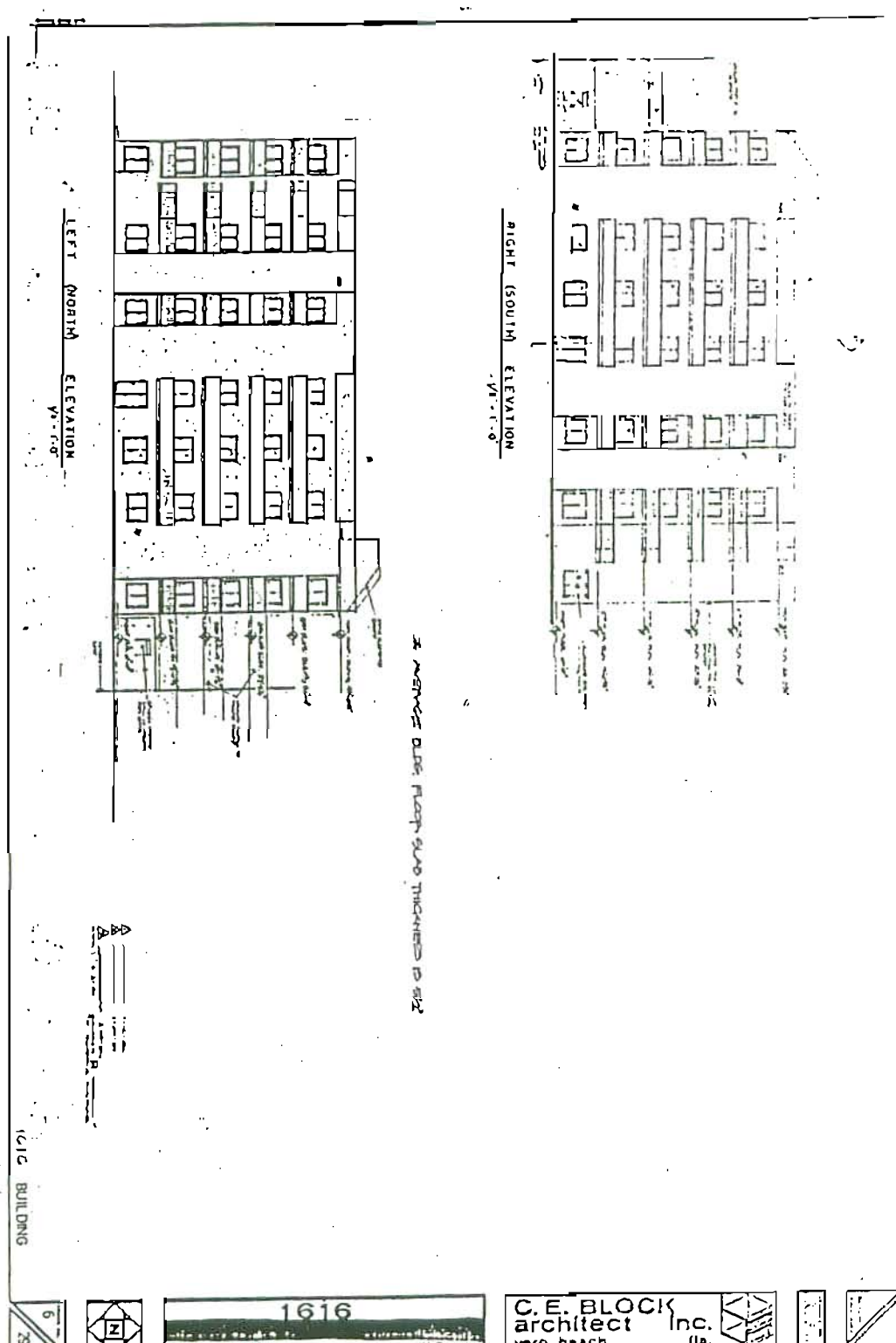
1616 - Villas
16-A

0084

0723 PAGE 2906



BOOK 0723 PAGE 2907



1/2" THICK

1616

VERO BEACH, FLORIDA

C. E. BLOCK

architect Inc.

vero beach fla.

1616 Building
19-A

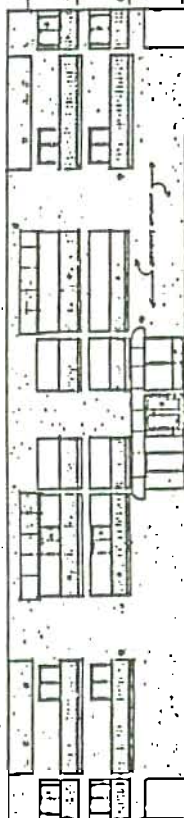
OK 0723 PAGE 2 908

107

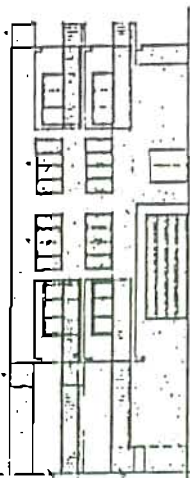
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VILLAS

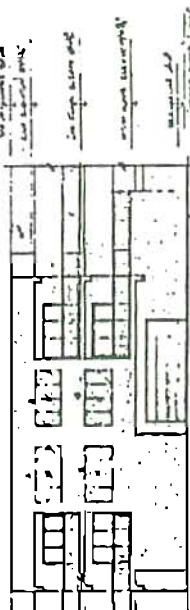
WEST ELEVATION



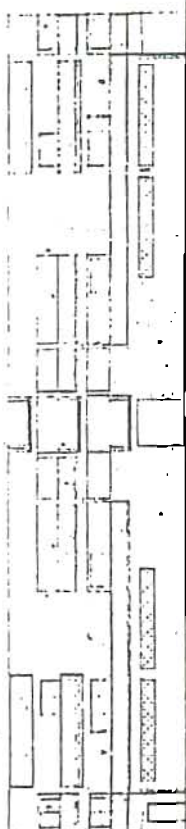
NORTH ELEVATION



SOUTH ELEVATION



EAST ELEVATION



1616

1616

C. E. BLOCK
architect
inc.

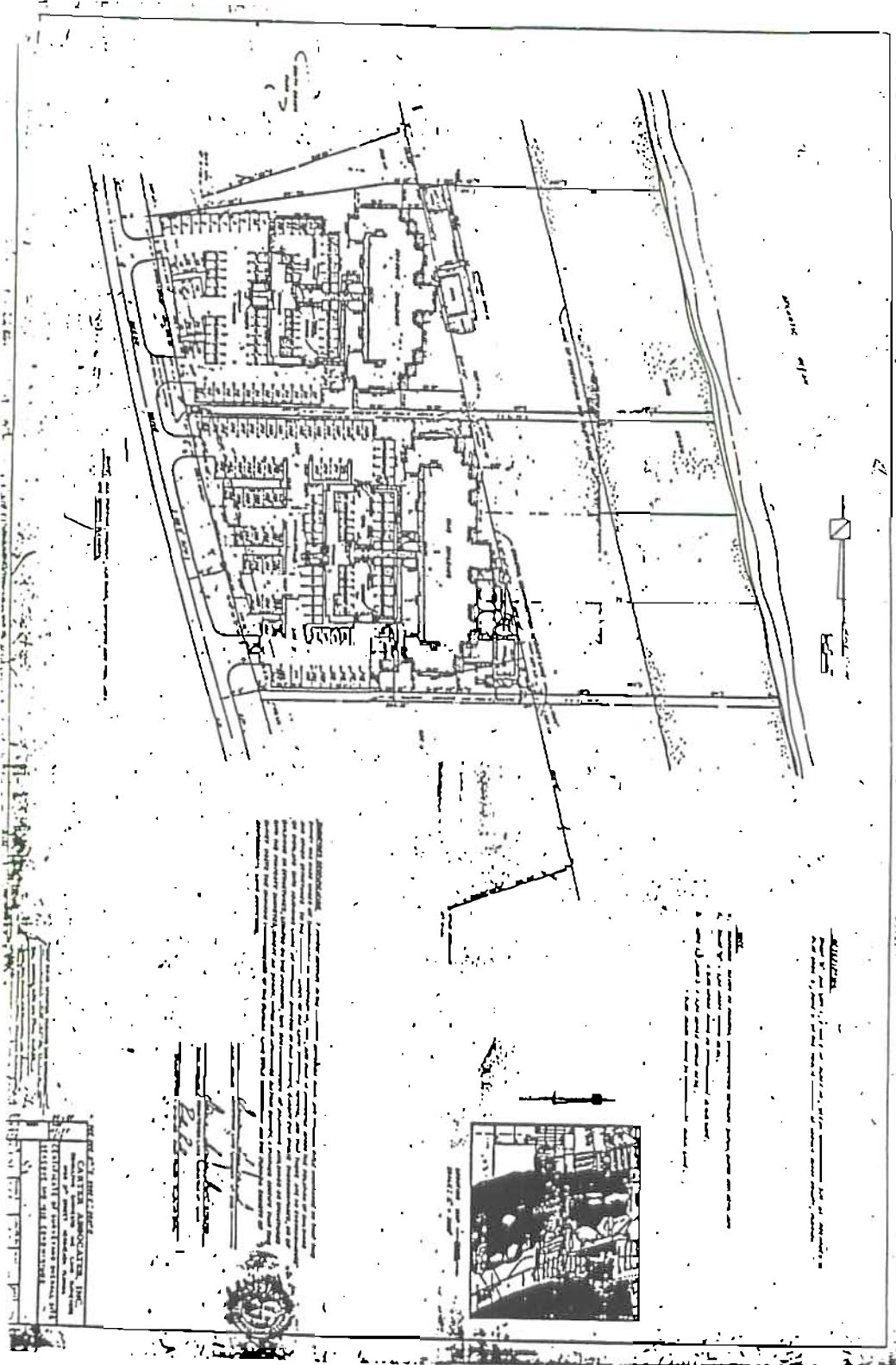
VERO BEACH

20-A

1616 - VILLAS

0723 PAGE 2989

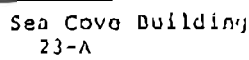
0723 PAGE 2989



Sea Cove Parking
21-A

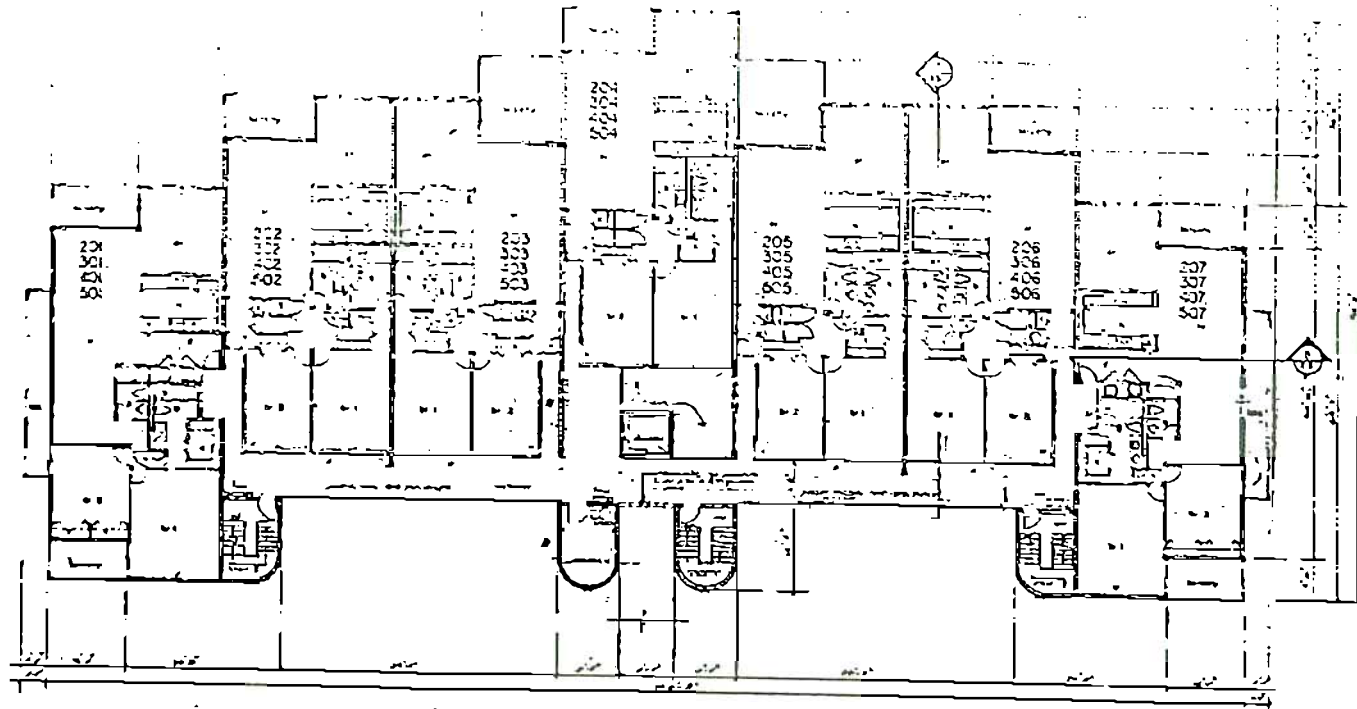
8723 PAGE 29101





U. N. G. 1. 4. 17: 00 00 00

0723 PAGE 2 9 1 2



TYPICAL FLOOR PLAN 2ND THRU

MAIN BUILDING

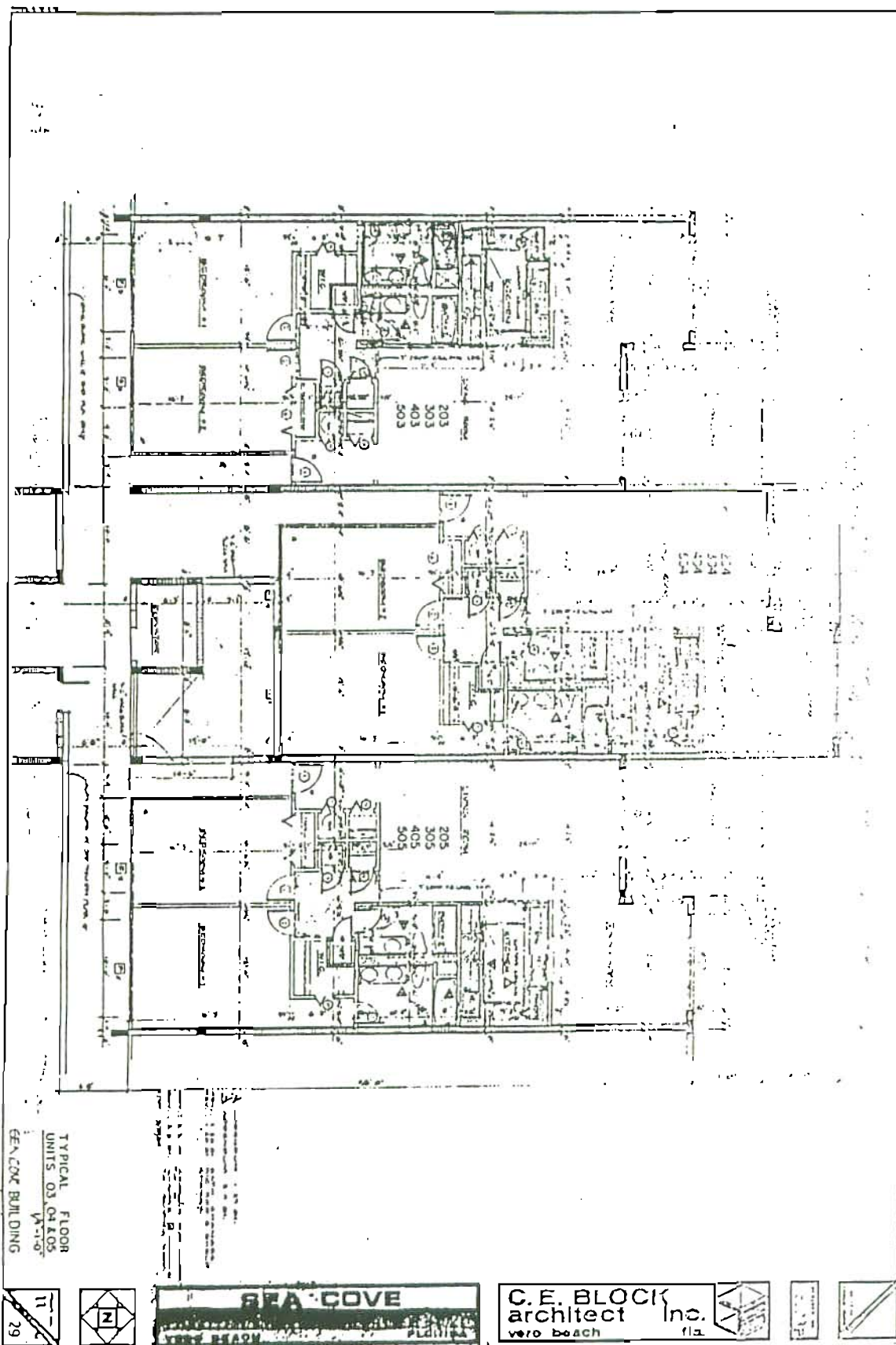
SEA COVE
LTD. BEACH

C.F. BLOCK
Associated Inc.

- Sea Cove Building

6591120095

27-A 0723 PAGE 2 of 3



TYPICAL FLOOR
UNITS 03, 04, 05
1/4" = 1'-0"

GEN. CON. BUILDING

SEA COVE
VERO BEACH, FLA.

C.E. BLOCK
architect Inc.
vero beach, FLA.

Sea Cove Building
29-A

0.0. 0659.0097

0723 PAGE 2914

