

CERTIFICATE OF AMENDMENT

OF

DECLARATION OF CONDOMINIUM

OF

1616 - SEA COVE, A CONDOMINIUM

24.00

The undersigned, being the President and Secretary of 1616 - SEA COVE CONDOMINIUM ASSOCIATION, INC., a Florida corporation, hereby certify that at a duly called meeting of all of the unit owners of condominium units in the above-named condominium, held on the 14th day of April, 2000, in accordance with the requirements of Florida law, and of the Declaration of Condominium of 1616 - Sea Cove, a Condominium, recorded in Official Record Book 659, beginning at Page 0040, Public Records of Indian River County, Florida, and after the adoption of a Resolution proposing said amendments by the Board of Directors, not less than sixty-six and two-thirds percent (66-2/3%) of the voting members in the aforementioned condominium affirmatively voted to amend the Declaration of Condominium as hereinafter set out.

I. Paragraph 36 of the Declaration of Condominium is amended to read as follows:

36. Amendment of Declaration of Condominium. Except for alteration in the percentage of ownership in Common Property appurtenant to each Unit, or alteration of the basis for apportionment of assessments which may be levied by Association in accordance with the provisions hereof, in which said instances consent of all of the owners of all Units and their respective mortgagees shall be required and provided that no amendment to this Declaration shall be adopted which would operate to affect the validity or priority of any mortgage held by an institutional first mortgagee or which would alter, amend or modify, in any manner whatsoever, the rights, powers and privileges granted and reserved herein in favor of any institutional first mortgagee without the consent of all such mortgagees, this Declaration of Condominium may be amended in the following manner:

An amendment or amendments to this Declaration of Condominium may be proposed by the Board of Directors of Association acting upon a vote of the majority of the Directors or by members of Association owning a majority of the Units in the Condominium, whether meeting as members or by instrument in writing signed by them. Upon any amendment or amendments to this Declaration of condominium being proposed

by said Board of Directors or members, such proposed amendment or amendments shall be transmitted to the president of Association, or other officer of Association in the absence of the President, who shall thereupon call a special meeting of the members of the Association for a date not sooner than twenty (20) days nor later than sixty (60) days from receipt by him 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 special meeting, stating the time and place thereof, and reciting the proposed amendment or amendments in reasonably detailed form, which notice shall be mailed not less than ten (10) days nor more than thirty (30) days before the date set for such special meeting. 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 Association, the postage thereon prepaid. Any members may, by written waiver of notice signed by such member, waive such notice and such waiver, when filed in the records of Association, whether before or after the holding of the meeting, shall be deemed equivalent to the giving of such notice to such member. At such meeting, the amendment or amendments proposed must be approved by an affirmative vote of the members owning Units in the Condominium as to which at least a majority of the Common Elements are appurtenant in order for such amendment or amendments to become effective. Thereupon, such amendment or amendments of this Declaration of Condominium shall be transcribed and certified by the President and Secretary of Association with the same formalities as a deed and shall be recorded in the public records of Indian River County, Florida, within ten (10) days from the date on which the same became effective, such amendment or amendments to specifically refer to the recording data identifying the Declaration of Condominium. Thereafter, a copy of said amendment or amendments in the form in which the same were placed of record by the officers of Association shall be delivered to all of the owners of all Units, but delivery of a copy thereof shall not be a condition precedent to the effectiveness of such amendment or amendments. At any meeting held to consider such amendment or amendments, the written vote of any member of 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 Association at or prior to such meeting.

II. Article XV of the Articles of Corporation attached to The Declaration of Condominium is amended to read as follows:

XV. An amendment or amendments to these Articles of Incorporation may be proposed by the Board of Directors of the Corporation acting upon a vote of the majority of the Directors, or by a majority of the members of the Corporation, whether meeting as members or by instruments in writing signed by them. Upon any amendment or amendments to these Articles of Incorporation being proposed by said Board of Directors or members, such proposed amendment or amendments shall be transmitted to the President of the Corporation or other officer of the Corporation in the absence of the President, who shall thereupon call a special meeting of the members of the Corporation for a date not sooner than twenty (20) days nor later than sixty (60) days from the receipt

by him of the proposed amendment or amendments, and it shall be the duty of the Secretary to give to each member written notice or printed notice of such meeting stating the time and place of the meeting and reciting the proposed amendment or amendments in reasonably detailed form, which notice shall be mailed or presented personally to each member not less than ten (10) days nor more than thirty (30) days before the date set for such meeting. 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 Corporation, the postage thereon prepaid. 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 Corporation, whether before or after the holding of the meeting, shall be deemed equivalent to the giving of such notice to such member. At such meeting, the amendment or amendments proposed must be approved by an affirmative vote of a majority of the members, in order for such amendment or amendments to become effective. Thereupon, such amendment or amendments of these Articles of Incorporation shall be transcribed and certified in such form as may be necessary to register the same in the office of the Secretary of State of the State of Florida, and, upon the registration of such amendment or amendments with said Secretary of State, a certified copy thereof shall be recorded in the public records of Indian River County, Florida, within ten (10) days from the date on which the same are so registered. At any meeting held to consider such amendment or amendments of these Articles of Incorporation, the written vote of any member of the Corporation shall be recognized, if such member is not in attendance at such meeting or represented thereat by proxy, provided such written note is delivered to the Secretary of the Corporation at or prior to such meeting.

III. Paragraph 8 of the By-Laws attached to The Declaration of Condominium is amended to read as follows:

8. AMENDMENT TO BY-LAWS

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

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 a majority of the entire membership of the Board of Directors and by an affirmative vote of a majority 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.

IN WITNESS WHEREOF, said corporation has caused this certificate to be executed in its name by its President, attested by its Secretary and its corporate seal hereto affixed, by due authority, this 10<sup>th</sup> day of ~~April~~<sup>MAY</sup>, 2000.

1616 - SEA COVE CONDOMINIUM  
ASSOCIATION, INC.

BY: *David Lanson*  
VICE President

ATTEST: *Kathryn Sayre*  
Secretary

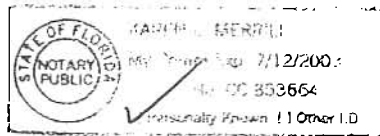
[CORPORATE SEAL]

STATE OF FLORIDA

COUNTY OF INDIAN RIVER

The foregoing instrument was acknowledged before me this 10<sup>th</sup> day of MAY, 2000, by DORIS RANSON, the President of 1616 - SEA COVE CONDOMINIUM ASSOCIATION, INC., a Florida corporation, on behalf of the corporation. He is personally known to me or who has produced \_\_\_\_\_ as identification.

Karen L. Merrill  
Notary Public





2400  
CERTIFICATE OF AMENDMENT TO BY-LAWS

KNOW ALL MEN BY THESE PRESENTS:

The undersigned, as the duly elected President and Secretary of the 1616 SEA COVE CONDOMINIUM ASSOCIATION, INC., a Florida not-for-profit corporation (hereinafter referred to as "Association"), do hereby certify, that at a special meeting of the membership of the Association conducted on November 7, 1995, Section 4.a. of the By-Laws of the Association was proposed to be amended as follows:

See EXHIBIT "A" attached hereto and incorporated herein by reference.

The proposed amendments were adopted by the Membership of the Association at the said November 7, 1995 special meeting. The revised version of the text of Section 4.a. of the By-Laws of the Association, effective as of November 7, 1995, is as follows:

See EXHIBIT "B" attached hereto and incorporated herein by reference.

In all other respects, the By-Laws remain unaltered and in full force and effect, including as previously amended and as modified herein.

IN WITNESS WHEREOF, the undersigned have caused these presents to be executed on the date set forth below for and on behalf of the Association.

Signed, sealed, and delivered  
in the presence of:

"ASSOCIATION"

1616 SEA COVE CONDOMINIUM  
ASSOCIATION, INC., a Florida  
not-for-profit corporation

Julie A. Barrett  
(name: Julie A. Barrett)

By: Doris Ransom  
(name: DORIS RAMSON)  
President

Nancy R. Olson  
(name: Nancy R. Olson)

Attest: Jean Kendra  
(name: Jean Kendra)  
Secretary

STATE OF FLORIDA                    )  
  ) ss:  
COUNTY OF INDIAN RIVER )

I HEREBY CERTIFY that before me, a Notary Public, personally appeared Doris Kanson and Alan Kondyga, President and Secretary, respectively, of 1616 SEA COVE CONDOMINIUM ASSOCIATION, INC., a Florida not-for-profit corporation, to me known to be the person described in and who executed the foregoing instrument and who acknowledged before me that he executed the same for the purposes therein set forth for and on behalf of said corporation. I further state that I have examined the current Florida driver's licenses of the said persons and have confirmed said persons' identities, and that they did not take an oath.

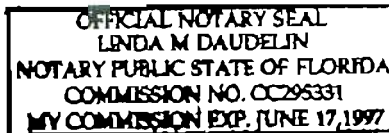
WITNESS my hand and official seal in the state and county last aforesaid this 27<sup>th</sup> day of December, 1995.

Linda M. Daudelin  
Notary Public, State of Florida  
(name: Linda H. Daudelin)  
Serial Number: \_\_\_\_\_

My commission expires:

(Affix Seal)

19312



## EXHIBIT "A"

Proposed amendments to Section 4.a. of the By-Laws of 1616 Sea Cove Condominium Association, Inc. (A Corporation Not For Profit):

### SECTION 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) five (5) persons, all of whom shall be members of the Association. 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 less 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 be 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.~~

Term and Qualifications: Notwithstanding anything herein to the contrary, at the time of the annual meeting of members to be conducted in 1996, those five (5) nominees for the position of Director receiving the highest number of votes shall become the

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EXHIBIT "B"

SECTION 4  
BOARD OF DIRECTORS

a. The Board of Directors of the Association shall consist of five (5) persons, all of whom shall be members of the Association.

Term and Qualifications: Notwithstanding anything herein to the contrary, at the time of the annual meeting of members to be conducted in 1996, those five (5) nominees for the position of Director receiving the highest number of votes shall become the Directors of the Association. The three (3) individuals receiving the highest number of votes shall serve as Directors of the Association ("Seat #1", "Seat #2", and "Seat #3") until the annual meeting to be held in 1998. The remaining two (2) individuals receiving the fourth and fifth highest number of votes at the time of the annual meeting in 1996 shall serve as Directors of the Association ("Seat #4" and "Seat #5") until the annual meeting to be held in 1997.

At the time of the annual meeting to be held in 1997, the members of the Association shall cast ballots for the election of two (2) Directors for Seat #4 and Seat #5 on the Board of Directors. Those two (2) nominees receiving the highest number of votes shall become Directors, occupying Seat #4 and Seat #5, respectively, on the Board of Directors, and shall serve until the annual meeting to be held two (2) years from the 1997 annual meeting. Thereafter, Directors occupying Seat #4 and Seat #5 shall be elected for a period extending from the date of the annual meeting held in an odd numbered year to the date of the annual meeting to be held in the next odd numbered year.

At the time of the annual meeting to be held in 1998, the members of the Association shall cast ballots for the election of three (3) Directors for Seat #1, Seat #2, and Seat #3 on the Board of Directors. Those three (3) nominees receiving the highest number of votes shall become Directors, occupying Seat #1, Seat #2, and Seat #3, respectively, on the Board of Directors, and shall serve until the annual meeting to be held two (2) years from the 1998 annual meeting. Thereafter, Directors occupying Seat #1, Seat #2, and Seat #3 shall be elected for a period extending from the date of the annual meeting held in an even numbered year to the date of the annual meeting to be held in the next even numbered year.

Thus, at the annual meetings held in the even numbered years, after and not including the annual meeting to be held in 1996, three (3) Directors for Seat #1, Seat #2, and Seat #3 shall be elected. At the annual meetings held in the odd numbered years, after and not including the annual meeting to be held in 1995, two (2) Directors for Seat #4 and Seat #5 shall be elected.

In the event the annual meeting in a particular year is not held during the month of January, as required by these By-Laws, as amended, the Directors then holding office shall continue to serve until such annual meeting is held. Thereafter, the successors to any open Seats on the Board of Directors shall serve only for so long as is provided in this provision or until any Director dies, resigns, or is removed from office in the manner provided in the By-Laws.

Directors of the Association. The three (3) individuals receiving the highest number of votes shall serve as Directors of the Association ("Seat #1", "Seat #2", and "Seat #3") until the annual meeting to be held in 1998. The remaining two (2) individuals receiving the fourth and fifth highest number of votes at the time of the annual meeting in 1996 shall serve as Directors of the Association ("Seat #4" and "Seat #5") until the annual meeting to be held in 1997.

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Note: All proposed additions are underlined and all proposed deletions are lined through, as indicated above.

40. TRANSFER FEES.

The Association is hereby specifically authorized to levy a fee for the approval of any sale, mortgage, lease, sublease, or other transfer of a condominium unit, as such approvals are set forth in the Declaration of Condominium. The fee for such approval shall be a maximum of One Hundred and No/100 (\$100.00) Dollars per applicant other than husband/wife or parent/dependent child, which are considered one applicant. However, if the lease or sublease is a renewal of a lease or sublease with the same lessee or sublessee, no charge shall be made by the Association.

41. FINES.

a. The Association is hereby authorized to levy reasonable fines against a unit for the failure of the owner of the unit, or its occupant, licensee, or invitee to comply with any provision of the Declaration of Condominium, the Association Bylaws or the reasonable rules of the Association. No fine shall become a lien against a unit. Furthermore, no fine may exceed the sum of Fifty and No/100 (\$50.00) Dollars, nor may any fine be levied except after providing reasonable notice and an opportunity for a hearing to the said unit owner, and, if applicable, its licensee or invitee. The terms and conditions of this provision do not apply to unoccupied units.

b. The Association adopts the following written procedure, as part of this Declaration of Condominium, regarding the levying and imposition of fines, as set forth above in sub-paragraph a.

(1) The party against whom the fine is sought to be levied by the Association shall be afforded an opportunity for a 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 hearing;

(B) A statement of the provisions of the Declaration of Condominium, Bylaws, or rules or regulations 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 contemplated by this provision to review, challenge, and respond to any material or other evidence considered by Sea Cove.

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THIS SPECIAL WARRANTY DEED is made as of the 22nd day of October, 1985 between CITY NATIONAL BANK OF MIAMI, a United States banking association, as Trustee under the provisions of a certain Land Trust Agreement dated November 19, 1981 and known as Trust Number 5006229, and not personally (the "Grantor"), and THE GALT OF INDIAN RIVER, INC., a Florida corporation (the "Grantee"), whose address is 1600 South Ocean Drive, Vero Beach, Florida;

That Grantor, for and in consideration of the sum of Ten Dollars (\$10.00) and other valuable consideration to it in hand paid by Grantee, the receipt of which is hereby acknowledged, has granted, bargained and sold, and by these presents does grant, bargain and sell, to Grantee and Grantee's heirs, personal representatives, successors and assigns forever, the property lying and being in Indian River County, Florida; and described in Exhibit "A" attached hereto and incorporated herein by this reference.

1. **Real estate taxes and assessments for this and subsequent years.**

2. Conditions, restrictions, limitations, reservations, easements and utility and other agreements of record, and easements visible upon the condominium property of which the property hereby conveyed is a part.

3. Without limiting the generality of paragraph 2 above, the terms, covenants, conditions and other provisions set forth in the Declaration described in Exhibit "A", all exhibits attached to said Declaration, and any and all existing and future amendments thereof and supplements thereto.

4. Applicable zoning and subdivision ordinances and permit restrictions.

Grantor does hereby specially warrant, and will defend, the title to the property hereby conveyed, subject as aforesaid, against the lawful claims of all persons claiming by, through or under Grantor, but none other.

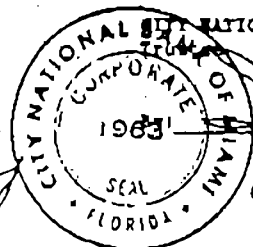
Grantee, by acceptance of this Deed, automatically agrees for itself and Grantee's heirs, personal representatives, successors and assigns, to observe and to be bound by all of the terms and conditions set forth in said Declaration, all exhibits attached thereto, and all existing and future amendments thereof, as well as all other matters referred to herein.

IN WITNESS WHEREOF, Grantor has caused these presents to be executed and its seal to be affixed, as of the day and year first above written.

Signed, sealed and delivered in  
the presence of:

David Burgess  
Attorney at Law

STATE OF FLORIDA )  
COUNTY OF DADE ) SS:



Vice President

The foregoing instrument was acknowledged before me this 22<sup>nd</sup> day of October, 1985, by IRVING J. LEHLER, Vice President of CITY NATIONAL BANK OF MIAMI, a United States banking association, as Trustee, on behalf of said bank.

My Commission Expires:  
NOTARY PUBLIC, STATE OF FLORIDA  
My Commission Expires Aug. 10, 1987  
Boyd & Thayer General Insurance Und.

Attest: A. J. [Signature]  
Notary Public, State of Florida

(NOTARIAL

Return to:

~~Mount~~ Title Corp. This instrument was prepared by Burt Bruton, Esq., of...

4041 N. Oak & Mabury

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-P. H. 33618

LAW OFFICES GREENBERG, TRAUB, ASH & HOFFMAN LLP OF ROSEN A QUINCY, P.A.

MICHAEL CONCORDS, 401 BRICKELL AVENUE MIAMI, FLORIDA 33137. TEL (305) 359-5199 OR 305

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1050  
CERTIFICATE OF AMENDMENT TO AMENDED  
DECLARATION OF CONDOMINIUM OF 1616 - SEA COVE

RECORD VERIFIED  
JEFFREY K. BARTON  
CLERK CIRCUIT COURT  
INDIAN RIVER CO., FLA

1616 - SEA COVE CONDOMINIUM ASSOCIATION, INC., a not-for-profit Florida corporation, operating in accordance with its Articles of Incorporation and in accordance with the Amended Declaration of Condominium of 1616 - Sea Cove, hereby amends the Amended Declaration of Condominium of 1616 - Sea Cove, a condominium, which Amended Declaration of Condominium is recorded in Official Records Book 659 at Page 40 of the Public Records of Indian River County, Florida, as re-recorded in the Official Records Book 661 at Page 2280 of the Public Records of Indian River County, Florida, in accordance with the said Amended Declaration of Condominium and Section 718.110, Florida Statutes, to include those certain additional provisions to the Amended Declaration of Condominium of 1616 - Sea Cove, to wit:

See Exhibit "A" attached hereto and incorporated herein by reference.

IN WITNESS WHEREOF, the foregoing instrument has been duly executed this 11<sup>th</sup> day of June, 1991 by the duly appointed and acting officers of 1616 - Sea Cove Condominium Association, Inc.

Signed, sealed and delivered  
in the presence of:

1616 - SEA COVE CONDOMINIUM  
ASSOCIATION, INC., a not-for-  
profit Florida corporation

By: Jack Grossett  
JACK GROSSETT, President

Attest: Judy Collins  
JUDY COLLINS, Secretary

STATE OF FLORIDA )

COUNTY OF INDIAN RIVER )

) ss:

I HEREBY CERTIFY that before me, a Notary Public, personally appeared JACK GROSSETT and JUDY COLLINS, as President and Secretary, respectively, of the 1616 - SEA COVE CONDOMINIUM ASSOCIATION, INC., a not-for-profit Florida corporation, to me known to be the persons described in and who executed the foregoing instrument and who acknowledged before me that they executed the same for the purposes therein set forth for and on behalf of said corporation.

WITNESS my hand and official seal in said County and State last aforesaid, this 11<sup>th</sup> day of June, 1991.

James A. Taylor III  
NOTARY PUBLIC, STATE OF FLORIDA

(Affix Seal)

My commission expires: 7/24/92  
1753  
Prepared by and Returned to:  
James A. Taylor III, Esq.  
Polackwich, Lauer & Vocolle  
Suite 501, 2770 Indian River Blvd  
Vero Beach, FL 32960

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