

EXHIBIT "D"

**BYLAWS
OF SEA COLONY AT VERO BEACH CONDOMINIUM
ASSOCIATION, INC.**

**BYLAWS
OF
SEA COLONY AT VERO BEACH CONDOMINIUM ASSOCIATION, INC.**

Section 1. Identification of Association

These are the Bylaws ("Bylaws") as duly adopted by the Board of Directors ("Board") of SEA COLONY AT VERO BEACH CONDOMINIUM ASSOCIATION, INC., a Florida corporation not for profit ("Association") organized pursuant to Chapter 617, Florida Statutes, for the purpose of managing, operating, and administering the condominium known as Sea Colony at Vero Beach, a Condominium (the "Condominium"), as more particularly set forth in the Articles of Incorporation of the Association ("Articles").

1.1 The office of the Association shall be for the present at 8200 North A-1-A, Vero Beach, Florida 32963, and thereafter may be located at any place designated by the Board.

1.2 The fiscal year of the Association shall be the calendar year.

1.3 The seal of the corporation shall bear the name "Sea Colony at Vero Beach Condominium Association, Inc.", the word "Florida" and the words "Corporation Not For Profit."

Section 2. Definitions

2.1 All terms shall have the meanings set forth in the Condominium Act, Chapter 718, Florida Statutes, 2000 ("Act"), as amended through the date of recording the Declaration amongst the Public Records of Indian River County, Florida ("County") and, for clarification, certain terms shall have the meanings defined herein or as ascribed to them in the Articles. All terms defined herein or in the Articles shall appear with initial capital letters each time each such term appears in these Bylaws.

2.2 Notwithstanding anything to the contrary, references to any of the Condominium Documents shall be deemed to include any amendment to such documents as set forth therein.

Section 3. Membership; Members' Meetings; Voting and Proxies

3.1 The qualification of Members, the manner of their admission to Membership and the termination of such Membership shall be as set forth in Article IV of the Articles.

3.2 The Members shall meet annually at the office of the Association or at such other place in the County, at such time as determined by the Board and as designated in the notice of such meeting ("Annual Members' Meeting"), commencing with the year following the year in which the Articles are filed with the Secretary of State. The purpose of the Annual Members' Meeting shall be to hear reports of the officers, elect members of the board (subject to the provisions of Article IX of the Articles) and transact any other business authorized to be transacted by the Members.

3.3 Special meetings of the Members shall be held at any place within the State of Florida whenever called by the President or Vice President of the Association or by a majority of the Board. A special meeting must be called by the President or Vice President upon receipt of a written request from one-third (1/3) of the Members, except as otherwise provided in Sections 4.5(a) and 7.3(b) hereof.

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3.4 Except as otherwise provided herein, written notice of a meeting (whether the Annual Members' Meeting or a special meeting of the Members) shall be mailed to each Member at each Member's last known address as such address appears on the books of the Association. Proof of such mailing shall be given by affidavit of the person who mailed such notice and also by such other method as may be required by the Act. The notice shall state the time and place of such meeting and the purpose for which the meeting is called. Unless a Member waives in writing the right to receive notice of the meeting, written notice of Annual Members' Meetings and special meetings of the Members shall be mailed or delivered to each Member in the manner required by the Act, not less than fourteen (14) days prior to the date of the meeting. Notice of the Annual Members' Meeting or special meeting of the Members shall be posted at a conspicuous place on the Association Property at least fourteen (14) continuous days prior to the meeting. If a meeting of the Members, either a special meeting or an Annual Members' Meeting, is one which, by express provision of the Act or Condominium Documents (provided such express provision of the Condominium Documents is in accordance with the requirements of the Act) there is permitted or required a greater or lesser amount of time for the mailing or posting of notice than is required or permitted by the provisions of this Paragraph 3.4, then such express provision shall govern.

3.5 The Members may waive notice of special meetings; and, at the discretion of the Board, act by written agreement in lieu of a meeting. Written notice of the matter or matters to be considered by written agreement in lieu of a meeting shall be given to the Members at the addresses and within the time periods set forth in Section 3.4 hereof or duly waived in accordance with such Section. The notice shall set forth a time period during which time a response must be made by a Member or "Proxy" (as hereinafter defined). The decision of a majority of a quorum of the Voting Interests (as evidenced by written response to be solicited in the notice) shall be binding on the Members provided a quorum of the Members submits a response. However, if the question is one upon which, by express provisions of the Act or the Condominium Documents (provided the express provisions of the Condominium Documents are in accordance with the requirements of the Act), requires a vote of other than a majority vote of a quorum, then such express provision shall govern and control the required vote on the decision of such question.

3.6 A quorum of the Members shall consist of persons entitled to cast votes on behalf of a majority of the entire Membership. When a quorum is present at any meeting and a question which raises the jurisdiction of such meeting is presented, the holders of a majority of the Voting Interests present in person or represented by written Proxy shall be required to decide the question. However, if the question is one which, by express provision of the Act or the Condominium Documents (provided the express provision of the Condominium Documents is in accordance with the requirements of the Act), requires a vote other than the majority vote of a quorum, then such express provision shall govern and control the required vote on the decision of such question.

3.7 If any meeting of Members cannot be properly held because a quorum is not in attendance, the Members who are present, either in person or by Proxy, may adjourn the meeting from time to time until a quorum is present. A quorum is not required for an election to occur; however, at least twenty percent (20%) of the eligible voters must cast a ballot in order to have a valid election of Directors. In the case of the meeting being adjourned, the notice provisions for the adjournment shall, subject to the Act, be as determined by the Board.

3.8 At any Annual Members' Meeting at which elections of Directors are to occur Directors shall be elected by written ballot or voting machine. In no event shall Proxies be used in electing the Board, either in general elections or elections to fill vacancies caused by resignation, recall, or otherwise, unless otherwise provided in the Act. The procedures for the nomination of candidates and voting in elections shall be as provided in Section 718.112(2)(d)(3) of the Act.

3.9 If a quorum is not in attendance at a meeting, the Members entitled to vote who are present, either in person or by Proxy, may adjourn the Meeting from time to time until a quorum is present with no further notice of such meeting being required unless otherwise determined by the Board. In the event any meeting is adjourned or postponed to be continued at another time because a quorum is not present at such meeting, then and in that event, the quorum requirements provided herein shall be reduced to the presence in person or by Proxy of one-third (1/3) of the Voting Interests of Members of the Association at the adjourned meeting. Actions approved by a majority of the Voting Interests of Members present in person or by Proxy at such adjourned meeting at which such reduced quorum exists shall be binding upon all Members and for all purposes, except where otherwise provided by the Act, the Declaration, the Articles, or these Bylaws. This reduction of the quorum requirements shall apply only if the Board sends notice of the adjourned or postponed meeting to the Members as elsewhere provided, which notice must specifically provide that quorum requirements will be reduced at the adjourned or postponed meeting.

3.10 Minutes of all meetings shall be kept in a business-like manner and available for inspection by the Members and Directors at all reasonable times. The Association shall retain minutes for at least seven (7) years subsequent to the date of the each respective meeting.

3.11 Members shall vote in the manner stated in Article IV of the Articles. Voting rights of Members shall be as stated in the Declaration and the Articles. Such votes may be cast in person or by Proxy. "Proxy" is defined to mean an instrument in writing, signed by a Member, appointing a person to whom the Member delegates the Member's right to cast a vote or votes in the Member's place and stead. Proxies shall be valid only for the particular meeting designated therein and any lawful adjournments thereof; provided, however, that no Proxy shall be valid for a period longer than ninety (90) days after the date of the first meeting for which such Proxy was given, provided, this express provision is not inconsistent with the requirements of the Act, in which case the Act shall govern and control. Each Proxy shall contain the date, time and place of the meeting for which the Proxy is given. A limited Proxy shall set forth those items for which the Proxy holder may vote and the manner in which the vote is cast. Members shall not vote by general Proxy, except as provided in Florida Statutes 718.112(2)(b)(2), but may vote by limited Proxy. A Proxy must be filed with the Secretary of the Association before the appointed time of the meeting in order to be effective. Any Proxy may be revoked prior to the time a vote is cast by virtue of such Proxy.

3.12 Upon demand of any Member at any time prior to a vote upon any matter at a meeting of the Members, any Member may demand voting on such matter shall be by secret ballot. The chairman of the meeting shall call for nominations for inspectors of election to collect and tally written ballots upon the completion of balloting upon the subject matter. Notwithstanding the terms set forth above, pursuant to Florida Statutes Section 718.112(2)(d)3, the Board shall be elected by written ballot or voting machine.

3.13 Members shall have the right to participate in meetings with reference to all designated agenda items in accordance with rules established by the Board. In addition, any Member may tape record or videotape a meeting in accordance with rules established by the Board.

Section 4. Board of Directors; Directors' Meetings

4.1 The form of administration of the Association shall be by a Board consisting of not less than three (3) Directors. At each Annual Members' Meeting held subsequent to the year in which the Developer's Resignation Event occurs, the number of Directors (which must be an odd number) shall be determined by the Board. Except for Developer-appointed Directors, Directors must be Association Members or the spouses, parents or children of Members.

4.2 The Articles' provisions setting forth the selection, designation, election and removal of Directors are hereby incorporated herein by reference. Directors elected by the Members in accordance with Article IX of the Articles shall be elected by a plurality of votes cast by the Members present in person or by Proxy and entitled to vote at a properly held Annual Members' Meeting or special meeting of the Members.

4.3 Subject to Section 4.5 below and Developer's rights set forth in the Articles and as set forth in Section 4.5(b) below, Board vacancies shall be filled by person(s) elected by the affirmative vote of a majority of the remaining Directors. Such person shall be a Director and have all the rights, privileges, duties and obligations as a Director elected at the Annual Members' Meeting. A Director elected by the Board to fill a vacancy shall hold office only until the next election of Directors by the Members.

4.4 The term of each Director's service, except as provided in Section 4.3 of these Bylaws, shall extend until the next Annual Members' Meeting and thereafter, until a successor Director is duly elected and qualified or until such Director is removed in the manner elsewhere provided herein.

4.5 (a) Any member of the Board elected by the Purchaser Members as provided in the Articles may be recalled and removed from office with or without cause by the vote or agreement in writing by a majority of all the voting interests of all Members. A special meeting of Members to recall a member or members of the Board may be called by ten percent (10%) of the Members giving notice of the meeting as required for a meeting of Members and the notice shall state the purpose of the meeting. Any such recall shall be completed and a recall election shall be held, if applicable, as provided in Section 718.112(2)(j), of the Act, as such Section may be amended from time to time.

(b) A Director on the First Board or a Director designated by Developer as provided in the Articles may be removed by Developer, in Developer's sole discretion, without any need for a meeting or vote. Developer shall have the unqualified right for any reason to name successors to fill such vacancies. Upon the removal of a Director and designation of a successor Director pursuant to the terms of this Section 4.5.(b), Developer shall notify the Board as to: (i) any such removal or vacancy; (ii) the name of the successor Director; and (iii) the commencement date for the term of such successor Director.

4.6 Notice to Members of the Annual Members' Meeting at which the Board is elected shall specify that the organizational meeting of the newly elected Board shall be held immediately following the Annual Members' Meeting. In the event the newly elected Board announces at the Annual Members' Meeting that the Board will not have its organizational meeting immediately after the Annual Members' Meeting, the Members shall be properly noticed as provided for in these Bylaws. No further notice of the organizational meeting shall be necessary, providing that a quorum shall be present at such organizational meeting.

4.7 The Board's regular meetings may be held at such time and place as shall be determined by a majority of Directors. The Board's special meetings may be called at the discretion of the President or the Vice President of the Association. Special meetings must be called by the Secretary at the written request of one-third (1/3) of the Directors. The provisions of these Bylaws pertaining to meetings of the Board as a whole shall also be applicable to meetings of Class Directors.

4.8 Notice of the time, agenda and place of regular and special meetings of the Board, or adjournments thereof, shall be given to each Director personally or by mail, telephone or telegraph at least three (3) days prior to the day specified for such meeting. Except in an emergency, notice of a Board meeting shall be posted conspicuously on the Association Property for the attention of Members at least forty-eight (48) continuous hours in advance. Notice of any meeting where regular Assessments payable by Members are to be considered for any reason shall specifically contain a statement that Assessments will be considered and the nature of any such Assessments will be specified. Notice of a meeting where non-emergency Special Assessments or amendments to rules regarding a Unit's use will be considered, shall be mailed or delivered to the Owners and posted conspicuously on the Association Property not less than fourteen (14) days prior to the meeting. Proof of such mailing shall be given by affidavit executed by the person providing the notice and filed among the official records of the Association. Any Director may waive notice of the meeting before, during or after a meeting and such waiver shall be deemed equivalent to the receipt of notice by such Director.

4.9 For matters to be considered by the Board as a whole, a quorum of the Board shall consist of the Directors entitled to cast a majority of the votes of the entire Board. Matters approved by a majority of the Directors present at a meeting at which a quorum is present shall constitute the official acts of the Board, except as specifically provided elsewhere herein or in any of the Condominium Documents. A Director who is present at a Board meeting at which action on any corporate matter is taken shall be presumed to have assented to the action taken, unless said Director votes against such action or abstains from voting in respect thereto because of an asserted conflict of interest. A vote or abstention for each Director present shall be recorded in the minutes. If at any Board meetings there shall be less than a quorum present, the majority of those present entitled to vote may adjourn the meeting from time to time until a quorum is present. When a quorum is present after adjournment of a meeting, any business which might have been transacted at the meeting as originally called may be transacted. In the case of a meeting adjournment, the notice provisions for the adjournment shall, subject to the Act, be determined by the Board.

4.10 The presiding officer at Board meetings shall be the President. In the President's absence, the Directors present shall designate any one (1) of their number to preside.

4.11 Directors shall not receive any compensation for their services.

4.12 The Board shall have the power to appoint executive committees of the Board consisting of not less than two (2) Directors. Executive committees shall have and exercise such powers of the Board as may be delegated to such executive committee by the Board.

4.13 Board meetings shall be open to all Members. Members shall have the right to participate in meetings with reference to all designated agenda items in accordance with rules established by the Board. In addition, any Member may tape record or videotape a meeting in accordance with rules established by the Board.

Section 5. Fining Procedure for Enforcement of the Condominium Documents; Fees

5.1 The Association may 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, the Bylaws or the applicable Rules and Regulations. No fine will become a lien against a Unit. No fine may exceed the amounts set forth in Section 718.303(3) of the Act. However, a fine may be levied on the basis of each day of a continuing violation, with a single notice and opportunity for hearing, provided that such fine shall not exceed the amounts established by Section 718.303(3) of the Act. No fine may be levied except after giving reasonable notice and opportunity for a hearing to the Unit Owner and, if applicable, the Unit Owner's licensee or invitee. The hearing must be held before a committee of other Unit Owners. If the committee of said Unit Owners does not agree with the fine, the fine may not be levied. The provisions hereof do not apply to unoccupied Units.

5.2 (a) Any Owner may appear before the Association to seek an exemption from or variance with regard to the applicability of any given rule or regulation as it relates to said Owner, based upon grounds of undue hardship or other special circumstances.

(b) Where the Association levies fines, such fines shall be levied pursuant to the procedures set forth in rules established by the Board so long as said rules comply with Section 718.303(3) of the Act.

5.3 The Association shall charge each Owner who fails to timely pay any Assessment a late charge for such late Assessment in an amount not to exceed the maximum amount permitted by the Act. Owners shall be responsible to pay all attorneys' fees, paralegal charges and court costs, if any, incurred in connection with the collection of late Assessments whether or not an action at law to collect said Assessment or foreclosure of the Association's lien has been commenced. The Association may charge an administrative fee in addition to any interest charged in accordance with the Declaration in an amount not to exceed the greater of \$25.00 or five percent (5%) of each installment that is late. Any payment received by the Association shall be applied in the following order: (i) to any interest accrued by the Association; (ii) to any administrative late fee; (iii) to attorneys' fees, paralegal charges and court costs; and (iv) to the delinquent Assessment.

5.4 (a) The existence of the Association's right to fine as herein provided shall not preclude nor limit the Association's right to seek any other enforcement method or remedy established: (i) by the Condominium Documents; (ii) at law; or (iii) in equity.

(b) The Board, in the Board's sole discretion, may increase the amount of the fines as set forth herein; provided, however, any such increase shall conform to the Act's

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applicable requirements as to the maximum dollar amount of such fines as such maximum dollar amount may be increased by Act amendments from time to time.

5.5 Written complaints or inquiries by Owners to the Board shall be handled in accordance with Section 718.112(2)(a)2 of the Act, as it may be amended from time to time.

5.6 The Board may charge a fee in an amount determined by the Board in compliance with the provisions of the Act for the approving or disapproving of proposed purchasers of Units.

Section 6. Officers of the Association

6.1 The Association's executive officers shall be: (i) the President, who shall be a Director; (ii) one or more Vice Presidents; (iii) a Treasurer; (iv) a Secretary and, if the Board so determines, (v) an Assistant Secretary and an Assistant Treasurer, all of whom the Board shall elect annually. Any officer may be removed from office without cause by vote of the Directors at any meeting of the Board. The Board shall, from time to time, elect and designate the powers and duties of such other officers and assistant officers as the Board shall find to be required to manage the Association's affairs.

6.2 The President shall be the chief executive officer of the Association. The President shall have all of the powers and duties which are usually vested in the office of the President of a condominium association including, but not limited to: (i) the power to appoint committees from among the Members at such times as the President may, in the President's discretion, determine appropriate to assist in conducting the Association's affairs; (ii) assist in the conduct of the affairs of the Association; and (iii) preside at all Board meetings.

6.3 The Vice President shall: (i) in the absence or disability of the President, exercise the powers and perform the duties of the President; (ii) generally assist the President; (iii) exercise such other powers and perform such other duties as the Board shall prescribe. In the event the Board elects more than one (1) Vice President, then said Vice Presidents shall be designated "First," "Second," etc., and shall be called upon in such order to exercise the powers and perform the duties of the President if the President is absent or incapacitated.

6.4 The Secretary shall: (i) keep the minutes of all proceedings of the Board and Members' meetings, which minutes shall be recorded in a business-like manner and shall be available for inspection by Members and Directors at all reasonable times; (ii) have custody of the Association's seal and affix the same to instruments requiring a seal when duly signed; (iii) keep the Association's records, except those of the Treasurer; and (iv) perform all of the duties incident to the office of Secretary of the Association as may be required by the Board or the President. The Assistant Secretary, if any, shall assist the Secretary and shall perform the duties of the Secretary when the Secretary is absent.

6.5 The Treasurer shall: (i) have custody of all the Association's property, including funds, securities and evidences of indebtedness; (ii) keep the Members' assessment rolls and accounts; (iii) keep the Association's books in accordance with good accounting practices; and (iv) perform all the duties incident to the office of Treasurer. The Assistant Treasurer, if any, shall assist the Treasurer and shall perform the duties of the Treasurer whenever the Treasurer is absent.

6.6 Officers shall not receive compensation for their services. The Board shall fix the compensation, if any, of all other Association employees. This provision shall not preclude the Board from employing a Director or an officer as an employee of the Association nor preclude contracting with a Director or an officer for the management of all or any portion of the Condominium.

Section 7. Accounting Records; Fiscal Management; Budget

7.1 (a) The Association shall maintain the Association's official records in accordance with Section 718.111(12) of the Act, which records shall be open to inspection by Members and holders of first mortgages encumbering Units or their authorized representatives at reasonable times. The Association may charge Owners, holders of first mortgages encumbering Units or their authorized representatives, the Association's actual costs for preparing and furnishing copies of documents including, but not limited to, the Declaration, Articles, these Bylaws, Rules and Regulations, question and answer sheet and any amendment to the foregoing. Authorization requests for a representative of a Member must be in writing, signed by the Member requesting such authorization, and dated within ten (10) working days before the date of the inspection. The official records shall include accounting records for the Association and separate accounting records for each condominium operated by the Association, maintained according to good accounting practices. Such accounting records shall be maintained for a period of not less than seven (7) years. Accounting records so maintained by the Association shall include, but are not limited to: (i) accurate, itemized and detailed records of all receipts and expenditures of the Association; (ii) for each Unit the following information: (a) a current account, and a quarterly statement of the account (or for any other interval required by the Act, as amended from time to time); (b) the name of the Owner; (c) the due date of each Assessment and Special Assessment, if any; (d) the amount of each Assessment and Special Assessment, if any; (e) the amount paid upon the account; and (f) the balance due; (iii) all audits, reviews, accounting statements and financial reports of the Association; (iv) all contracts for work to be performed; and (v) bids received by the Association for work by or for the Association. Sub-items (iv) and (v) above shall be considered official records and shall be maintained by the Association for a period of one (1) year.

(b) An accountant or Certified Public Accountant shall prepare a report of the Association's actual receipts and expenditures for the previous twelve (12) months ("Report"). Such individual shall also prepare financial statements to comply with the requirements of Rule 61B-22.006(10), Florida Administrative Code ("F.A.C."), unless this requirement is waived pursuant to Rule 61B-22.006(11), F.A.C., and Section 718.111(13) of the Act. The Report shall be prepared consistent with the requirements of Rule 61B-22.006, F.A.C., and a copy of such report shall be furnished in accordance with the Act to each Member not later than the first day of April of the year following the year for which the Report is made. The Report will include account classifications designated in the Act, if applicable, and accounts otherwise included at the Board's discretion. The Report shall be deemed to be furnished to the Member upon delivery or mailing to the Member at the last known address shown on the Association's books and records. In the event the requirements of Rule 61B-22.006, F.A.C., are properly waived, then the Report shall be prepared and furnished complying with Section 718.111(13) of the Act and Rule 61B-22.006, F.A.C.

7.2 (a) The Board shall adopt a Budget for the Common Expenses of the Condominium ("Budget") for each fiscal year ("Budget Year") at a special meeting of the Board ("Budget Meeting") called for that purpose in October or November prior to the applicable

Budget Year. Prior to the Budget Meeting a proposed Budget for the Condominium shall be prepared by or on behalf of the Board, which Budget(s) shall include, but not be limited to, the following items of expense applicable to the Condominium:

- (1) Administration of the Association;
- (2) Utilities;
- (3) Management Fees;
- (4) Maintenance;
- (5) Rent for recreational and other commonly used facilities;
- (6) Taxes upon Association Property;
- (7) Taxes upon leased areas;
- (8) Insurance;
- (9) Security provisions including monitored alarm expenses, if any;
- (10) Other expenses;
- (11) Operating capital;
- (12) Reserves for Capital Expenditures and Deferred Maintenance;
- (13) Fees payable to the Division of Florida Land Sales, Condominiums and Mobile Homes;
- (14) Master Association Assessments and fees; and
- (15) Cable television expenses, if any.

(b) The Board shall establish and maintain an adequate reserve fund for the periodic maintenance, repair and replacement of Association Property. The Budget for the condominium shall include, on an annual basis, the establishment of reserve accounts for capital expenditures and deferred maintenance of the Association Property. The reserve accounts shall include, but not be limited to: (i) roof replacement; (ii) building exterior repainting, (iii) pavement resurfacing (with regard to roof replacement, building exterior repainting or pavement resurfacing, regardless of the amount of deferred maintenance expense or replacement cost) and (iv) for any other items for which the deferred maintenance expense or replacement cost exceeds Ten Thousand Dollars (\$10,000). The amount to be reserved shall be computed by means of a formula that is based upon estimated remaining useful life and estimated replacement cost of each reserve item. Notwithstanding any other provisions to the contrary contained herein, in the event that, by a majority vote of Members at a duly called meeting of the Association, the Members elect to have less than a full reserve or no reserve for deferred maintenance and replacement, then the applicable Budget shall be based on such lesser reserves or no reserves, as the case may be.

UTILIZING THE VOTE OF EACH UNIT OWNED BY DEVELOPER, DEVELOPER HEREBY ACKNOWLEDGES DEVELOPER'S INTENTION TO VOTE FOR THE WAIVER OF RESERVES FOR THE FIRST TWO (2) FISCAL YEARS OF THE ASSOCIATION, BEGINNING WITH THE YEAR IN WHICH THE DECLARATION IS RECORDED.

(c) Copies of the applicable proposed Budget and notice of the exact time and place of the Budget Meeting shall be mailed to each Member at the Member's last known address, as reflected on the books and records of the Association, not less than fourteen (14) days prior to said Budget Meeting. The Budget Meeting shall be open to all Members. Failure to timely adopt a Budget for the Condominium shall not alter or abrogate the obligation of Owners to pay Common Expenses.

(d) In administering Association finances, the following procedures shall govern: (i) the fiscal year shall be the calendar year; (ii) any income received by the Association in any calendar year may be used by the Association to pay expenses incurred by the Association in the same calendar year; (iii) there shall be apportioned between calendar years on a pro rata basis any expenses which are prepaid in any one (1) calendar year for Common Expenses which cover more than such calendar year; (iv) Assessments shall be made not less frequently than quarterly in amounts no less than are required to provide funds in advance for payment of all of the anticipated current expenses and for all unpaid expenses previously incurred; and (v) expenses incurred in a calendar year shall be charged against income for the same calendar year regardless of when the bill for such expenses is received. Notwithstanding the foregoing, Assessments shall be of sufficient magnitude to insure an adequacy and availability of cash to meet all budgeted expenses and anticipated cash needs in any calendar year as such expenses are incurred in accordance with the cash-basis method of accounting. The cash-basis method of accounting shall conform to generally-accepted accounting standards and principles.

(e) No Board shall be required to anticipate revenue from Assessments or expend funds to pay for Common Expenses, Operating Expenses or cable and monitored alarm expenses, if any, which were not included in a Budget or which will exceed budgeted items, and no Board shall be required to engage in deficit spending. Should there exist any deficiency which results from expenses being greater than income from Assessments, then such deficits shall be carried into the applicable Budget for the next succeeding year as a deficiency or shall be the subject of a Special Assessment to be levied by the Board as otherwise provided in the applicable Declaration.

(f) The Board may also include in the proposed Budget a sum of money as an Assessment for the making of betterments to Association Property and for anticipated expenses by the Association which are not anticipated to be incurred on a regular or annual basis.

7.3 The following provisions shall be applicable to the adoption of the Budget:

(a) The Board may propose a Budget to the Members at a meeting of the Members or in writing. Notice of any Budget meeting, together with a copy of the proposed Budget of common expenses, shall be hand delivered or mailed to each Member at the address last furnished to the Association not less than fourteen (14) days prior to the meeting at which the proposed Budget will be considered. Evidence of compliance with the fourteen (14)-day notice provision must be made by an affidavit executed by an officer of the Association or the manager or other person providing notice of the Budget meeting, and such affidavit shall be filed among the official records of the Association. If the proposed Budget is approved by the Members at a meeting of the Members by a majority of all the voting interest of Members, or in writing by a majority of all the voting interests of Members, the Budget is adopted. If an adopted Budget requires assessments against Members which exceed one hundred fifteen percent (115%) of the Assessments for the immediately preceding year ("Excess Assessment"), the Board, upon written application to the Board of ten percent (10%) of the voting interests of Members, shall call a special meeting of the Members within thirty (30) days upon not less than ten (10)-days written notice to each Member. At the special meeting, the Members shall consider and enact a Budget. Said Budget must be approved by a vote of not less than a majority vote of all the voting interests at such special meeting. If a special meeting of the Members has been called and a quorum is not attained or a substitute Budget is not adopted by the Members, then the Budget adopted by the Board shall go into effect as scheduled. This sub-item (a) shall only be required when the Board is not controlled by the Developer.

(b) For so long as the Developer is in control of the Board, the Budget may be adopted by the Board at a meeting of the Members without the requirement of approval of the Budget by a majority of all the voting interests of Members, so long as the Budget adopted by the Board at the Budget Meeting establishes Assessments for common expenses in an amount which is less than or equal to one hundred fifteen percent (115%) of such Assessments for common expenses for the immediately preceding year. Notice of the Budget meeting, together with copies of the proposed Budget, shall be hand delivered or mailed to each Member at the address last furnished to the Association not less than fourteen (14) days prior to the meeting of the Board at which the proposed Budget will be considered. Evidence of compliance with the fourteen (14)-day notice provision must be made by an affidavit executed by an officer of the Association or manager or other person providing notice of the Budget meeting, and such affidavit shall be filed among the official records of the Association.

(c) For so long as the Developer is in control of the Board, the Board may not impose Assessments for any year which are greater than one hundred fifteen percent (115%) of the Assessments for the immediately preceding year without the approval of a majority of all of the voting interests of Members at a meeting at which the proposed Budget is considered. Notice of the Budget meeting, together with a copy of the proposed Budget of common expenses, shall be hand delivered or mailed to each Member at the address last furnished to the Association not less than fourteen (14) days prior to the meeting at which the proposed Budget will be considered.

(d) In determining whether Assessments exceed one hundred fifteen percent (115%) of similar Assessments for the immediately preceding year, the following items of expense shall be excluded:

(1) Reserves for repair or replacement of any portion of the Condominium Property;

(2) Expenses of the Association that are not anticipated to be incurred on a regular or annual basis;

(3) Assessments for betterments to the Condominium Property; and

(4) "Assessments" (as defined in the Master Declaration of the Corporation).

(e) The provisions of this Section 7.3 concerning Members' approval of a Budget requiring Assessments greater than one hundred fifteen percent (115%) of such Assessments in the immediately preceding year shall continue in full force and effect, unless the applicable provisions of Section 718.112(2)(e) of the Act: (i) are declared invalid by the courts; or (ii) amended by the Florida Legislature (however, if such an amendment merely substitutes another amount for one hundred fifteen percent (115%), then such new amount shall be substituted for one hundred fifteen percent (115%) each time it is set forth in this Section 7.3).

7.4. Allocation of Common Expenses

(a) Common Expenses shall be apportioned to each Unit based upon each Unit's share of Common Expenses, as established in the Declaration.

(b) Notwithstanding the allocation to each Unit of each Unit's share of Common Expenses, the Owner of each Unit shall also be liable for any Special Assessments levied by the Board against each such Unit as provided in the Condominium Documents. The funds collected pursuant to a Special Assessment shall be used only for the specific purpose or purposes set forth in such notice. If the funds collected pursuant to said Special Assessment exceed the funds necessary, the excess funds shall be considered Common Surplus. The Association shall collect Assessments and Special Assessments for Common Expenses from an Owner in the manner set forth in the Condominium Documents.

7.5 The Board from time to time shall designate as the Association's depository such bank or banks in which the Association's monies shall be deposited. Withdrawal of monies from such account shall be only by checks signed by such persons as the Board authorizes. Notwithstanding the foregoing, the President and/or the Treasurer of the Association shall be authorized to sign checks on the Association's behalf, unless otherwise specified by the Board.

Section 8. Rules and Regulations

The Board may adopt rules and regulations or amend or rescind existing rules and regulations for the operation and use of the Condominium at any Board meeting; provided such rules and regulations are not inconsistent with the Condominium Documents nor detrimental to sales of Units by Developer. Copies of any rules and regulations promulgated, amended or rescinded shall be mailed to all Owners at the last known address as shown on the Association's books and records and shall not take effect until forty-eight (48) hours after such mailing.

Section 9. Parliamentary Rules

The latest available edition of Robert's Rules or Order shall govern the conduct of Association meetings when not in conflict with the Condominium Documents or the Act. In the event of a conflict, the provisions of the Condominium Documents and the Act shall govern.

Section 10. Amendments to the Bylaws

10.1 These Bylaws may be amended by the affirmative vote of not less than a majority of the votes of Members entitled to vote thereon, represented in person or by Proxy at a properly held Annual Members' Meeting or special meeting of the Membership and the approval of a majority of the Board at a regular or special meeting of the Board. A copy of the proposed amendment shall be sent to each Member along with notice of the Annual Members' Meeting or special meeting. An amendment may be approved at the same meeting of the Board and/or Members at which such amendment is proposed.

10.2 An amendment may be proposed by either the Board or by the Members, and, after being proposed and approved by one (1) of such bodies, must be approved by the other as set forth above in order to become enacted as an amendment.

10.3 No modification or amendment to these Bylaws shall be adopted which would affect or impair the priority of any holder, insurer or guarantor of a first mortgage encumbering any Unit in the Condominium, the validity of such mortgage or any of Developer's rights.

Section 11. Fidelity Bonding

The Association shall obtain and maintain adequate fidelity bonding of all persons who control or disburse Association funds in accordance with Section 718.111(11)(d) of the Act.

Section 12. Condemnation of Common Elements

The Association has a limited power to convey a portion of the common elements to a condemning authority for the purpose of providing utility easements, right-of-way expansions or other public purposes, whether negotiated or as a result of eminent domain proceedings.

Section 13. Mandatory Non-Binding Arbitration

13.1 In the event of a Dispute, as defined below in Sections 13.2 and 13.3, the parties involved shall submit such dispute to non-binding arbitration pursuant to Florida Statutes Section 718.1255.

13.2 The term "Dispute" means any disagreement between two (2) or more parties that involves: (i) the authority of the Board under the Act or the Condominium Documents to: (a) require any Owner to take any action, or not to take any action, involving that Owner's Unit or the appurtenances thereto; or (b) alter or add to the Common Elements; or (ii) the Association's failure, when required by the Act or the Condominium Documents to: (a) properly conduct elections; (b) provide adequate notice of meetings; or (c) allow the inspection of books and records by a Unit Owner.

13.3 A definition of Dispute does not include: (i) any disagreement that primarily involves title to any Unit or Common Element; (ii) the interpretation or enforcement of any warranty; (iii) the levy of a fee, fine or assessment; (iv) the collection of an assessment levied against an Owner; (v) the eviction or removal of a tenant from a Unit; (vi) alleged breaches of fiduciary duty by one (1) or more Directors; or (vii) claims for damage to a Unit based upon the Association's alleged failure to maintain Common Elements or Condominium Property.

Section 14. Compliance with Fire and Life Safety Code

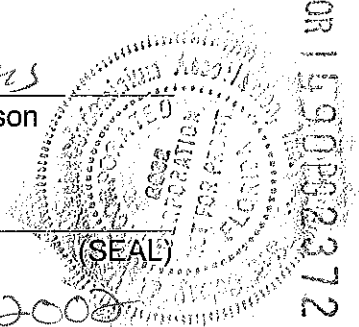
The Board may accept a certificate of compliance from a licensed electrical contractor or electrician as evidence of compliance by the Units with appropriate fire and life safety codes.

SEA COLONY AT VERO BEACH
CONDOMINIUM ASSOCIATION, INC.,
a Florida corporation not for profit

By: *R. Mason Simpson*
R. Mason Simpson
Its President

Attest: _____

Date: *May 20, 2008*



OR 1590862372

EXHIBIT "E"

GARAGE SPACE ASSIGNMENT

GARAGE SPACE ASSIGNMENT

Pursuant to the provisions of Section 8.1.4 of the Declaration of Condominium of SEA COLONY AT VERO BEACH, a Condominium, Developer hereby assigns Garage Parking Space Number _____ to Condominium Unit Number _____. Upon Developer's execution of this Assignment, said garage parking space shall become a limited common element appurtenant to said Condominium Unit. This Parking Space Assignment shall not be recorded in the Public Records or elsewhere.

DATED this _____ day of _____, 200__

DEVELOPER:

SEA COLONY DEVELOPMENT COMPANY, a
Florida corporation

By: _____
Name: _____
Its: _____

EXHIBIT "C"

**ARTICLES OF INCORPORATION
OF
SEA COLONY AT VERO BEACH CONDOMINIUM
ASSOCIATION, INC.**



FLORIDA DEPARTMENT OF STATE

Katherine Harris
Secretary of State

April 25, 2002

SEA COLONY AT VERO BEACH CONDOMINIUM ASSOCIATION, INC.
8200 NORTH A-1-A
VERO BEACH, FL 32963

The Articles of Incorporation for SEA COLONY AT VERO BEACH CONDOMINIUM ASSOCIATION, INC. were filed on April 25, 2002, and assigned document number N02000003087. Please refer to this number whenever corresponding with this office.

This document was electronically received and filed under FAX audit number 2000103255.

A corporation annual report/uniform business report will be due this office between January 1 and May 1 of the year following the calendar year of the file date. A Federal Employer Identification (FEI) number will be required before this report can be filed. Please apply NOW with the Internal Revenue Service by calling 1-800-829-3676 and requesting form SS-4.

Please be aware if the corporate address changes, it is the responsibility of the corporation to notify this office.

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

Sincerely,
Neysa Culligan
Document Specialist
New Filings Section
Division of Corporations

Letter Number: 402A00025375

**ARTICLES OF INCORPORATION
OF
SEA COLONY AT VERO BEACH 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, I, the undersigned, hereby incorporate this corporation not for profit, for the purposes and with the powers hereinafter set forth and to that end, I do, by these Articles of Incorporation, certify as follows:

The terms with initial capital letters contained in these "Articles" not herein defined are defined in the Declaration and the Condominium Act, Chapter 718, Florida Statutes, 2000 ("Act"), as amended through the date of recording the Declaration amongst the Public Records of Indian County, Florida, and shall have the meaning of such terms set forth in the Declaration, the Act, and as set forth below:

A. "Common Surplus" means the excess over the Common Expenses of receipts of the Association collected on behalf of the Condominium (including, but not limited to, Assessments, rents, profits and revenues, on account of the Common Elements).

B. "Declaration" means a Declaration of Condominium by which Sea Colony at Vero Beach, A Condominium (the "Condominium"), is submitted by Developer to the condominium form of ownership in accordance with the Act.

C. "Director" means a member of the Board.

D. "Public Records" mean the Public Records of the County.

E. "Voting Certificate" means "voting certificate" as defined in the Act and is the document which designates one (1) of the record title owners, or the corporate, partnership or entity representative who is authorized to vote on behalf of a Unit owned by more than one (1) owner or by any entity.

**ARTICLE I
NAME**

The name of this Association shall be Sea Colony at Vero Beach Condominium Association, Inc., whose principal address and mailing address is 8200 North A-1-A, Vero Beach, Florida 32963.

**ARTICLE II
PLAN OF DEVELOPMENT AND
PURPOSE OF ASSOCIATION**

A. Developer intends to develop the Condominium on property Developer owns within the Sea Colony at Vero Beach Community.

B. All or any portion of Sea Colony at Vero Beach Community not included in the Condominium may be developed with residential housing units which will not be part of the Condominium, such as single-family lots, non-condominium townhouses, rental housing or cooperatively-owned housing, etc.

C. 1. The Association shall be the condominium association responsible for the operation of the Condominium. Each Owner shall be a Member of the Association as provided in these Articles.

2. Each Member of the Association shall also be a Member of the Sea Colony at Vero Beach Community Association, Inc., a Florida corporation not for profit (described in these Articles of Incorporation only as the "Community Corporation"). The Community Corporation has been organized for the purpose of administering the covenants and obligations relating to the Community Corporation property, the use of which is shared by all owners at Sea Colony at Vero Beach Community as set forth in the Master Declaration. All Members of the Association acquire the benefits as to use of the Community Corporation property and the obligation to pay assessments as set forth in the Master Declaration, which are collected as set forth in the Condominium Documents.

3. The purpose for which this Association is organized is to maintain, operate and manage the Condominium, including the Condominium Property; to own portions of, operate, lease, sell, trade and otherwise deal with the Condominium and certain of the improvements located therein now or in the future; all in accordance with the plan set forth in the Condominium Documents and all other lawful purposes.

ARTICLE III POWERS

The Association shall have the following powers that 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, which are not in conflict with the terms of the Condominium Documents or the Act.

B. The Association shall have all of the powers of a condominium 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 use of the Condominium Property (including the Units and the Common Elements), Association Property, and any other portions of the Condominium;

2. To make, levy, collect and enforce Assessments and special charges and any other charges and/or fees as provided in the Condominium Documents against Owners, in order to provide funds to pay for the expenses of the Association and the Community Corporation, the maintenance, operation, and management of the Condominium and the payment of Common Expenses and other expenses in the manner provided in the Condominium Documents, the 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, Association Property, and any other portions of the Condominium in accordance with the Declaration and the Act;

4. To reconstruct improvements of the Condominium, Association Property, or any other portions of the Condominium in the event of casualty or other loss;
5. To enforce by legal means the provisions of the Condominium Documents and the Act;
6. To employ personnel, retain independent contractors and professional personnel;
7. To enter into service contracts to provide for the maintenance, operation, and management of the Condominium, Association Property, and any other portions of the Condominium;
8. To enter into any other agreements consistent with the purposes of the Association including, but not limited to: (i) agreements as to the management of the Condominium, Association Property and any other portions of the Condominium; and (ii) agreements to acquire possessory or use interests in real property and to provide therein that the expenses of said real property and any improvements thereon, including taxes, insurance, utility expenses, maintenance and repairs shall be Common Expenses of the Condominium; and (iii) agreements with regard to the installation, maintenance and operation of a "master" television antenna system and a cable television, communications and monitored alarm system;
9. To ensure its Members become and continue to be Members in accordance with the Community Corporation and other Condominium Documents and that they perform the functions and discharge the duties incumbent upon such membership, including, but not limited to, collecting and transmitting to the Community Corporation any assessments duly levied thereby; and
10. To purchase: (i) Unit(s) upon which the Association has chosen to exercise any rights of first refusal the Association may have and to obtain such financing as is necessary to effectuate the same; and (ii) other real and/or personal property as determined by the Association in compliance with the Condominium Documents.

ARTICLE IV MEMBERS

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

A. Until such time as the Condominium is submitted to condominium ownership by the recordation of the Declaration, the membership of this Association shall be comprised solely of the members of the "First Board" (as defined in Article IX hereof).

B. Once the Condominium is submitted to condominium ownership by the recordation of a Declaration, the Owners, which shall mean in the first instance Developer as the owner of all the Units, shall be entitled to exercise all of the rights and privileges of Members.

C. Except as set forth above, membership in the Association shall be established by the acquisition of ownership of fee title to a Unit as evidenced by the recording of a deed or other instrument of conveyance amongst the Public Records whereupon the membership of the prior Owner shall terminate as to that Unit. Where title to a Unit is acquired from a party other than Developer, the person, persons, corporation or other legal entity thereby acquiring such Unit, shall not be a Member unless and until such acquisition is in compliance with the provisions of the Declaration. New Members shall deliver to the Association a certified copy of the deed of conveyance, letter of approval or other instrument of acquisition of title to the Unit in accordance with the Declaration.

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

E. With respect to voting, the following provisions shall apply:

1. Each Unit, including each Unit owned by the Developer, shall be entitled to only one (1) vote, which vote shall be exercised and cast in accordance with the Declaration and the Condominium Documents. In the event there is more than one (1) owner with respect to a Unit as a result of the fee interest in such Unit being held by more than one (1) person or entity, such owners collectively shall be entitled to only one (1) vote in the manner determined by the applicable Declaration.

2. Matters substantially pertaining to the Association as a whole shall be voted on by the Membership and shall be determined by a vote of the majority of the Membership in attendance at any meeting having a quorum (as determined in accordance with the Bylaws) (unless another percentage is required in the Condominium Documents).

3. The membership shall be entitled to elect the Board as provided in Article IX of these Articles.

ARTICLE V TERM

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

ARTICLE VI INCORPORATOR

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

R. Mason Simpson
8200 North A-1-A
Vero Beach, Florida 32963

OR 1490PG2348

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. The Board may employ a managing agent and/or such other managerial and supervisory personnel or entities as the Board deems necessary to administer or assist in the administration of the operation or management of the Association and Developer shall have the rights to be reimbursed for expenses incurred by Developer on behalf of the Association in managing the Association.

B. The Board shall elect the President, the Vice President, the Secretary, and 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 following the "Annual Members' Meeting" (as described in Section 3.2 of the Bylaws); provided, however, such officers may be removed by such Board and other persons may be elected by the Board in the manner provided in the Bylaws. 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; provided, however, the offices of President and Vice President shall not be held by the same person, nor shall the same person hold the office of President who holds the office of Secretary or Assistant Secretary.

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
Vice President
Secretary
Treasurer

R. Mason Simpson
David Martin
Barbara Buhr
R. Mason Simpson

ARTICLE IX BOARD OF DIRECTORS

A. The number of Directors on the first Board of Directors ("First Board"), the "Initial Elected Board" (as hereinafter defined) and all Boards elected prior to the Annual Members' Meeting following the "Developer's Resignation Event" (as hereinafter defined) shall be three (3). The number of Directors elected by the Members subsequent to the Developer's Resignation Event shall be as provided in Paragraph J of this Article IX. Except for Developer-appointed Directors, Directors must be Members or the spouses, parents or children of Members.

00149062349

B. The names and addresses of the persons who are to serve as the First Board are as follows:

<u>Name</u>	<u>Address</u>
R. Mason Simpson	8200 North A-1-A Vero Beach, FL 32963
David Martin	8200 North A-1-A Vero Beach, FL 32963
Barbara Buhr	8200 North A-1-A Vero Beach, FL 32963

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. Developer reserves the right to remove any Director from the First Board and the right to remove any Director designated by Developer in accordance with these Articles.

C. Upon the conveyance by Developer to Owners, other than Developer ("Purchaser Members"), of fifteen percent (15%) or more of all Units, the Purchaser Members shall be entitled to elect one-third (1/3) of the Board, which election shall take place at the Initial Election Meeting. Developer shall designate the remaining Directors on the Board at the Initial Election Meeting. The Director to be so elected by the Purchaser Members and the remaining Directors to be designated by Developer are hereinafter collectively referred to as the "Initial Elected Board" and shall succeed the First Board upon their election and qualification. The Directors shall continue to be so designated and elected at each subsequent Annual Members' Meeting until such time as the Purchaser Members are entitled to elect not less than a majority of the Directors on the Board. Developer reserves the right, until such time as the Purchaser Members are entitled to elect not less than a majority of the Directors on the Board, to designate successor Directors to fill any vacancies caused by the resignation or removal of Directors designated by Developer pursuant to this Paragraph IX.C.

D. Purchaser Members are entitled to elect not less than a majority of the Board upon the happening of any of the following events, whichever shall first occur:

1. Three (3) years after sales by Developer of fifty percent (50%) of the sum of the Units in the Condominium have been "Closed" (as hereinafter defined); or

2. Three (3) months after sales by Developer of ninety percent (90%) of the Units in the Condominium have been Closed; or

3. When all of the Units in the Condominium have been completed (as evidenced by the issuance of Certificates of Occupancy for all of same) and some have been sold to Purchaser Members and none of the others are being offered for sale by Developer in the ordinary course of business; or

4. When some of the Units in the Condominium have been conveyed to Purchaser Members and none of the others are being constructed or offered for sale by Developer in the ordinary course of business; or

5. Seven (7) years after the recordation of the Declaration; or

6. When Developer, as Developer has the right to do at any time upon written notice to the Association, relinquishes Developer's right to designate a majority of the Board.

The term "Closed" shall mean the recording amongst the Public Records of a deed or other instrument of conveyance to a Purchaser Member.

E. A majority of Directors shall be elected by the Purchaser Members other than Developer at a meeting of the membership to be called by the Board for such purpose ("Majority Election Meeting").

F. At the Majority Election Meeting, the Purchaser Members shall elect the number of Directors necessary to elect a majority of the Directors (taking into account the fact that the Purchaser Members may have already elected one (1) Director) and Developer, until Developer holds for sale less than five percent (5%) of the Units operated by the Association or the Developer's Resignation Event, whichever first occurs, shall be entitled to designate one (1) Director. Developer reserves the right, until Developer holds for sale less than five percent (5%) of the Units operated by the Association or the Developer's Resignation Event, whichever first occurs, to name the successor, if any, to any Director Developer has so designated; provided, however, Developer shall in any event be entitled to exercise any right Developer may have to representation on the Board as granted by law, notwithstanding the occurrence of the Developer's Resignation Event.

G. At the first Annual Members' Meeting held after the Majority Election Meeting, a "staggered" term of office of the Board shall be created as follows:

1. A number equal to fifty percent (50%) of the total number of Directors rounded to the nearest whole number is the number of Directors whose term of office shall be established at two (2) years and the Directors serving for a two (2)-year term will be the Directors receiving the most votes at the meeting; and

2. The remaining Directors' terms of office shall be established for one (1) year.

At each Annual Members' Meeting thereafter, as many Directors of the Association shall be elected as there are Directors whose regular term of office expires at such time, and the term of office of the Directors so elected shall be for two (2) years expiring when their successors are duly elected and qualified.

H. The Board shall continue to be elected by the Members (subject to Developer's rights to appoint a member to the Board as specified in the Act) at each subsequent Annual Members' Meeting, until Developer is no longer entitled to appoint a member to the Board.

I. The Initial Election Meeting and the Majority Election Meeting shall be called by the Association, through its Board, within seventy-five (75) days after the Purchaser Members are entitled to elect a Director or the majority of Directors, as the case may be. A notice of the election shall be forwarded to all Members in accordance with the Bylaws; provided, however, that the Members shall be given at least sixty (60)-days' notice of such election. The notice shall also specify the number of Directors that shall be elected by the Purchaser Members and the remaining number of Directors designated by Developer.

J. Developer shall cause all of Developer's designated Directors to resign when Developer no longer holds at least five percent (5%) of the sum of the Units operated by the Association for sale in the ordinary course of business. In addition, Developer may, at any time in Developer's sole discretion, cause the voluntary resignation without replacement of all of the Directors designated by Developer. The happening of either such event is herein referred to as the "Developer's Resignation Event". Within seventy-five (75) days after Developer's Resignation Event, the Association shall call, and give not less than sixty (60)-days' notice of an election for the Board; provided, however, nothing herein contained shall be deemed to waive any right to representation on the Board that Developer may have pursuant to the Act. Developer specifically reserves the right to assert any right to representation on the Board Developer may have pursuant to the Act, notwithstanding that the Developer's Resignation Event may have previously occurred.

K. At each Annual Members' Meeting held subsequent to the year in which the Developer's Resignation Event occurs, the number of Directors to be elected shall be determined by the Board from time to time, but there shall not be less than three (3) Directors.

L. The following provisions shall govern the right of each Director to vote and the manner of exercising such right:

1. There shall be only one (1) vote for each Director.
2. All of the Directors of the Board shall vote thereon as one (1) body on matters that pertain to this Association or the Condominium.
3. In the determination of whether a quorum exists or whether the Board has duly acted with respect to any matter, a quorum of the Board shall consist of the Directors entitled to cast a majority of the votes of the entire Board.

ARTICLE X POWERS AND DUTIES OF THE BOARD OF DIRECTORS

All of the powers and duties of the Association shall be exercised by the Board in accordance with the provisions of the Act and the Condominium Documents, where applicable, and shall include, but not be limited to, the following:

A. Making and collecting Assessments against Members to defray the costs of the Common Expenses of the Condominium; collecting that portion of Operating Expenses attributable to Owners as determined in accordance with the Master Declaration; and collecting charges for cable and monitored alarm expenses as determined in accordance with the cable television agreement, if any, and the monitored alarm system agreement, if any, as such assessments are described in the Declaration.

B. Using the proceeds of Assessments in the exercise of the powers and duties of the Association and the Board.

C. Maintaining, repairing and operating the improvements within the Condominium and the Association Property, if any.

D. Reconstructing improvements after casualties and losses and making further authorized improvements within the Condominium and the Association Property, if any.

E. Making and amending rules and regulations with respect to the Condominium administered by the Association and for the Association Property, if any.

F. Enforcing by legal means the provisions of the Condominium Documents.

G. Contracting for the management and maintenance of the Condominium Property, the Association Property, and other portions of the Condominium and authorizing a management agent to assist the Association in carrying out its powers and duties by performing such functions as: (a) submission of proposals; (ii) collection of Assessments; (iii) preparation of records; (iv) enforcement of rules and regulations; (v) maintenance, repair and replacement of improvements or portions thereof for which the Association has such responsibility; (vi) other services, with funds that shall be made available by the Association for such purposes and (vii) terminating such contracts and authorizations. The Association and its officers shall, however, retain at all times the powers and duties granted by the Condominium Documents and the Act including, but not limited to, the making of Assessments, promulgation of rules and regulations and execution of contracts on behalf of the Association.

H. Paying taxes and assessments which are or may become liens against the Common Elements of the Condominium, and "Association Property" (as defined in the Act) and assessing the same against Units, the Owners of which are responsible for the payment thereof.

I. Purchasing and carrying insurance for the protection of Members and the Association against casualty and liability in accordance with the Act and the Condominium Documents and acquiring one (1) insurance policy to insure the Condominium Property and to allocate the premiums in a fair and equitable manner.

J. Paying costs of all power, water, sewer and other utility services rendered to the Condominium Property and other portions of the Condominium and not billed directly to Owners of the individual Units.

K. Hiring and retaining such employees as are necessary to administer and carry out the services required for the proper administration and purposes of this Association and paying all salaries therefor.

L. Approving or disapproving of proposed purchasers of Units by gift, devise, or inheritance and other transferees and approving or disapproving of proposed lessees of Units in accordance with the provisions set forth in the Condominium Documents and the Act and collecting the highest fee allowed by the Act therefor.

M. Engaging in mandatory, non-binding arbitration as provided for in Section 718.112(2)(1) of the Act, for the settlement of internal disputes arising regarding the operation of the Condominium among Developer, Members, the Association, their agents and assigns. The provisions of Section 718.1255 of the Act are incorporated by reference herein.

N. Preparing a question and answer sheet, if and as required by the Act, and the rules promulgated in the Florida Administrative Code by the Division of Florida Land Sales, Condominiums and Mobile Homes, and updating the question and answer sheet at least annually.

O. Maintaining an adequate number of copies of the Condominium Documents, as well as the question and answer sheet referred to in Paragraph N. above, on the Condominium Property to ensure their availability to Unit Owners and prospective purchasers. The Association may charge its actual costs for preparing and furnishing the foregoing to those requesting same.

P. Ensuring that the following contracts shall be in writing:

1. Any contract for the purchase, lease or renting of materials or equipment which is not to be fully performed within one (1) year from the date of execution of the contract.

2. Any contract, regardless of term, for the provision of services; other than contracts with employees of the Association, and contracts for attorneys and accountant services, and any other service contracts exempted from the foregoing requirement by the Act or rules set forth in the Florida Administrative Code as they relate to condominiums, as the Act and such rules may be amended from time to time.

Q. Obtaining competitive bids for materials, equipment and services where required by the Act and rules set forth in the Florida Administrative Code as they relate to condominiums.

R. All other powers and duties reasonably necessary to operate and maintain the Condominium and Association Property in compliance with the Condominium Documents and the Act.

ARTICLE XI INDEMNIFICATION

Every Director and/or every officer of the Association (and the Directors and/or officers as a group) (hereinafter individually as "Indemnitee" and collectively as Indemnities") shall be indemnified by the Association against all expenses and liabilities, including attorneys' fees, paralegal charges and court costs (at all trial and appellate levels) reasonably incurred by or imposed upon Indemnities in connection with any proceeding, litigation or settlement in which Indemnities may become involved by reason of Indemnities being or having been a Director and/or officer of the Association. The foregoing provisions for indemnification shall apply whether or not Indemnities are Directors and/or officers at the time such expenses and/or liabilities are incurred. Notwithstanding the above, in the event of a settlement, the indemnification provisions herein shall not be automatic and shall apply only when the Board approves such settlement and authorizes reimbursement for the costs and expenses of the settlement as in the best interest of the Association. In instances where an Indemnitee admits or is adjudged to have engaged in willful misfeasance or malfeasance in the performance of Indemnitee's 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 Indemnities may be entitled whether by statute or common law. The indemnification hereby afforded to Indemnities shall also extend to any entity other than the Association found responsible or liable for the actions of such individuals in their capacity as Directors and/or officers, including, but not limited to, Developer.

OR 1490PE2354

ARTICLE XII BYLAWS

The Association's Bylaws shall be adopted by the First Board and thereafter may be altered, amended or rescinded by the affirmative vote of not less than a majority of the Members present at an Annual Members' Meeting or special meeting of the membership and the affirmative approval of the majority of the Board at a regular or special meeting of the Board. In the event of a conflict between these Articles and the Bylaws, the provisions of these Articles shall control.

ARTICLE XIII AMENDMENTS

A. Prior to the recording of a Declaration amongst the Public Records, these Articles may be amended by an instrument in writing signed by the President (or a Vice President) and the Secretary (or an Assistant Secretary) and filed in the Office of the Secretary of State of Florida. The instrument amending these Articles shall identify the particular Article or Articles being amended, give the exact language of such amendment and give the date of adoption of the amendment by the Board. A certified copy of each such amendment shall always be attached to any certified copy of these Articles or a certified copy of the Articles as restated to include such Amendments and shall be an exhibit to each Declaration upon the recording of each Declaration. This Article XIII is intended to comply with Chapter 617, Florida Statutes.

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

1. The Board shall adopt a resolution setting forth the proposed amendment and directing that the proposed amendment be submitted to a vote at a meeting of Members, which may be either the Annual Members' Meeting or a special meeting. Any number of amendments may be submitted to the Members and voted upon by them at one (1) meeting;

2. Written notice setting forth the proposed amendment or a summary of the changes to be effected thereby shall be given to each Member of record entitled to vote within the time and in the manner provided in the Bylaws for the giving of notice of Meetings of Members ("Required Notice");

3. At such meeting a vote of the Members shall be taken on the proposed amendments. The proposed amendments shall be adopted upon receiving the affirmative vote of a majority of the votes of all Members entitled to vote thereon; or

4. An amendment may be adopted by a written statement signed by all Directors and written consent of Members representing the Voting Interests sufficient to pass the amendment at a meeting where all members are present and setting forth their intention that an amendment to the Articles be adopted. Where an amendment is passed by written consent in lieu of meeting, those Members not submitting written consents shall be notified in writing of the passage thereof.

C. So long as Developer holds title to a Unit, Developer shall be entitled to vote on all amendments made pursuant to Paragraph XIII.B. above.

D. No amendment may be made to the Articles which shall in any manner reduce, amend, affect, or modify the terms, conditions, provisions, rights and obligations set forth in the applicable Declaration.

E. A copy of each amendment shall be certified by the Secretary of State of the State of Florida and, after the recordation of the Declaration, recorded amongst the Public Records as an amendment to the Declaration.

F. Notwithstanding the foregoing provisions of this Article XIII, 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, without the prior written consent thereto by Developer nor shall there be any amendment to these Articles which shall abridge, alter or modify the rights of the holder, guarantor or insurer of a first mortgage on any Unit or of any Institutional Mortgagee without such holder's, guarantor's or insurer's or Institutional Mortgagee's prior written consent.

ARTICLE XIV EMERGENCY POWERS

The following shall apply to the extent not viewed to be in conflict with the Act:

A. During any emergency defined in Paragraph XIV.E below or in anticipation of such emergency, the Board may:

1. Modify lines of succession to accommodate the incapacity of any Director, officer, agent or employee of the Association; and
2. Relocate the principal office of the Association or designate alternate principal offices or authorize officers to do so.

B. During any emergency defined in Paragraph XIV.E below:

1. One or more officers of the Association present at a meeting of the Board may be deemed to be Directors for the meeting, in order of rank and within the same order of rank in order of seniority, as necessary to achieve a quorum; and
2. The Director or Directors in attendance at a meeting shall constitute a quorum.

C. Corporate action taken in good faith during an emergency under this Article XIV to further the ordinary affairs of the Association:

1. Binds the Association; and
2. May not be used to impose liability on a Director, officer, employee, or agent of the Association.

D. A Director, officer, or employee of the Association acting in accordance with any emergency bylaws is only liable for willful misconduct.

(((H02000103255 4)))

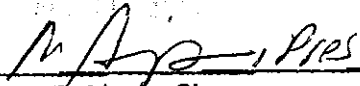
E. An emergency exists for the purposes of this Article XIV if a quorum of the Directors cannot readily assemble because of a catastrophic event.

ARTICLE XV REGISTERED OFFICE AND REGISTERED AGENT

The street address of the initial registered office of the Association is 1061 East Indiantown Road, Suite 400, Jupiter, Florida 33477, and the initial registered agent of the Association at that address shall be Philippe C. Jeck.


IN WITNESS WHEREOF, the Incorporator has hereunto affixed his signature, this

24th day of April, 2002.


R. Mason Simpson

The undersigned hereby accepts the designation of Registered Agent of Sea Colony at Vero Beach Condominium Association, Inc., as set forth in Article XV of these Articles of Incorporation and acknowledges that he is familiar with, and accepts the obligations imposed upon registered agents under, the Florida Not For Profit Corporation Act.

The undersigned hereby accepts the designation of Registered Agent of Sea Colony at Vero Beach Condominium Association, Inc., as set forth in Article XV of these Articles of Incorporation and acknowledges that he is familiar with, and accepts the obligations imposed upon registered agents under, the Florida Not For Profit Corporation Act.


Philippe C. Jeck

The undersigned hereby accepts the designation of Registered Agent of Sea Colony at Vero Beach Condominium Association, Inc., as set forth in Article XV of these Articles of Incorporation and acknowledges that he is familiar with, and accepts the obligations imposed upon registered agents under, the Florida Not For Profit Corporation Act.

The undersigned hereby accepts the designation of Registered Agent of Sea Colony at Vero Beach Condominium Association, Inc., as set forth in Article XV of these Articles of Incorporation and acknowledges that he is familiar with, and accepts the obligations imposed upon registered agents under, the Florida Not For Profit Corporation Act.

Philippe C. Jeck


(((H02000103255 4)))

OR 1490PG2357

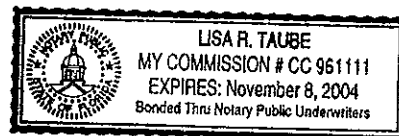
STATE OF FLORIDA)
) SS:
COUNTY OF PALM BEACH)

I HEREBY CERTIFY that on this day, before me a Notary Public duly authorized in the State and County named above to take acknowledgements, personally appeared R. Mason Simpson, to me known to be the person described as the Incorporator in and who executed the foregoing Articles of Incorporation and he acknowledged before me that he executed the same for the purposes therein expressed. He is personally known to me or has produced _____ as identification.

WITNESS my hand and official seal in the State and County last aforesaid this 24th day of April, 2002.



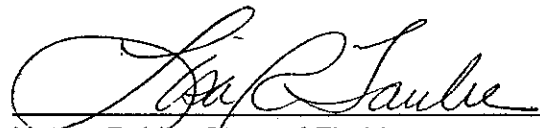
Notary Public, State of Florida
Print name: Lisa R. Taube
Commission No.:
My Commission Expires:



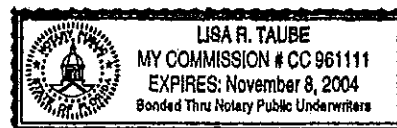
STATE OF FLORIDA)
) SS:
COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me this 24th day of April, 2002, by Philippe C. Jeck, as Registered Agent, who is personally known to me or who has produced _____ as identification.

(SEAL)



Notary Public, State of Florida
Print name: Lisa R. Taube
Commission No.:
My Commission Expires:



OR 1490962358

51.00

IN THE RECORDS OF
JEFFREY K. BARTON
CLERK CIRCUIT COURT
INDIAN RIVER CO., FLA.

Prepared By and Return to:
Richard D. Percic, Esquire
Jeck, Harris & Jones, LLP
1061 E. Indiantown Road
Suite 400
Jupiter, Florida 33477

**FIRST AMENDMENT TO DECLARATION OF CONDOMINIUM
OF
SEA COLONY AT VERO BEACH, A CONDOMINIUM**

THIS FIRST AMENDMENT TO DECLARATION OF CONDOMINIUM OF SEA COLONY AT VERO BEACH, A CONDOMINIUM ("First Amendment"), is made this 21st day of August, 2002, at 4:30 P.M., by SEA COLONY DEVELOPMENT COMPANY, a Florida corporation (hereinafter referred to as the "Developer"), whose principal office is located at 7777 North A1A, Vero Beach, Florida 32963.

WHEREAS, pursuant to the Condominium Act, Chapter 718, Florida Statutes, 2001, as amended (the "Act"), Developer established SEA COLONY AT VERO BEACH, A CONDOMINIUM (the "Condominium"), according to that Declaration of Condominium of Sea Colony at Vero Beach, a Condominium, **recorded May 21, 2002, in Official Records Book 1490, Page 2282**, of the Public Records of Indian River County, Florida (the "Declaration"); and

WHEREAS, during Developer's review of the Declaration and the Exhibits attached to the Declaration, Developer noted the existence of certain scrivener's errors that require correction, all of which are depicted in Exhibit "B", on Sheets 1, 3, 4, 5, 6, 7, 8 and 10, to the Declaration; and

1360259

02 SEP 11 PM 2:35

08151962695

WHEREAS, pursuant to Section 22.5.3 of the Declaration and Section 718.110(2) of the Act, Developer has the right to unilaterally amend the Declaration; and

WHEREAS, Developer wishes to correct the scrivener's errors contained in the Declaration by the substitution of corrected versions of Exhibit "B", Sheets 1, 3, 4, 5, 6, 7, 8 and 10, to the Declaration.

NOW, THEREFORE, Pursuant to Section 22.5.3 of the Declaration and Section 718.110(2) of the Act, Developer hereby amends the Declaration, as follows:

1. Exhibit "B", Sheets 1, 3, 4, 5, 6, 7, 8 and 10, to the Declaration are deleted in their entirety and the Exhibit "B", Sheets 1, 3, 4, 5, 6, 7, 8 and 10, attached hereto are substituted in their place.

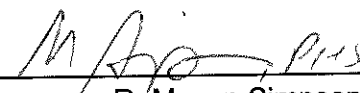
2. This First Amendment shall become effective upon recording amongst the Public Records of Indian River County, Florida.

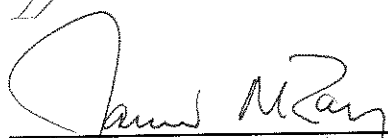
IN WITNESS WHEREOF, Developer has hereunto set Developer's hand and official seal on the day and year first above written.

WITNESSES:

SEA COLONY DEVELOPMENT
COMPANY, a Florida corporation


Print Name: R. MASON SIMPSON

By: 
R. Mason Simpson
Its: President


Print Name: JAMES M. RAY

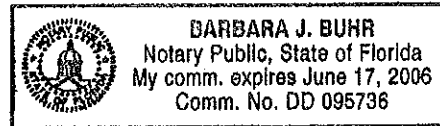
(CORPORATE SEAL)

STATE OF FLORIDA
COUNTY OF INDIAN RIVER

The foregoing instrument was acknowledged before me this 21st day of August, 2002, at 4:30 P.M., by R. Mason Simpson, President of Sea Colony Development Company, a Florida corporation, on behalf of the corporation. R. Mason Simpson is personally known to me or has produced _____ as identification.

(SEAL)

Barbara J. Buhr
Print name: Barbara J. Buhr
Notary Public, State of Florida
My Commission expires:



BOUNDARY SURVEY OF SEA COLONY AT VERO BEACH COMMUNITY COMMITTED PROPERTY

Report of Survey:

* TYPE OF SURVEY: BOUNDARY

* THIS SURVEY PERFORMED BY:

HOUSTON & PRICE, INC. L.B. #6905
9436 U.S. HIGHWAY 1
SEBASTIAN, FLORIDA
32958

* PROFESSIONAL SURVEYOR & MAPPER IN RESPONSIBLE CHARGE:

STUART A. HOUSTON, P.L.S. #4490

* THE EXPECTED USE OF THE LAND, AS CLASSIFIED IN THE MINIMUM TECHNICAL STANDARDS (61G17-6, FAC) IS URBAN/HIGH RISK. THE MINIMUM RELATIVE ACCURACY FOR THIS TYPE OF BOUNDARY SURVEY IS 1 FOOT IN 10,000. THE MEASUREMENT AND CALCULATION OF A CLOSED GEOMETRIC FIGURE WAS FOUND TO BE IN EXCESS OF THIS ACCURACY REQUIREMENT.

* ELEVATIONS AND DIMENSIONS SHOWN HEREON ARE MEASURED IN FEET AND DECIMAL PARTS THEREOF.

* THE LAST DATE OF FIELD WORK WAS: 05/20/02

* THE BEARING BASE FOR THIS SURVEY IS: N24°47'29"W, ASSUMED ALONG THE EAST R/W OF STATE ROAD A-1-A.

* THIS SURVEY DOES NOT CERTIFY TO THE EXISTENCE OR LOCATION OF ANY UNDERGROUND IMPROVEMENTS; UTILITIES, FOUNDATIONS, OR ENCROACHMENTS EXCEPT AS SHOWN.

* NO INSTRUMENTS OF RECORD REGARDING EASEMENTS, RIGHT-OF-WAYS, OR OWNERSHIP WERE SUPPLIED TO THIS SURVEYOR, EXCEPT AS SHOWN.

* NO TITLE OPINION OR GUARANTEE IS EXPRESSED OR IMPLIED.

* UNLESS A COMPARISON IS SHOWN, PLAT VALUES AND MEASURED VALUES ARE THE SAME.

* LEGAL DESCRIPTION IS AS PROVIDED BY THE CLIENT.

* THE PARCEL OF LAND SHOWN HEREON APPEARS TO BE IN FLOOD ZONES 'X' & 'VE' PER FLOOD INSURANCE RATE MAP #12061C0091, DATED MAY 4th., 1989

* THE ELEVATION OF MEAN HIGH WATER (1.97) SHOWN HEREON IS BASED ON THE NATIONAL GEODETIC VERTICAL DATUM (NGVD) OF 1929. THE BENCHMARK IS D.N.R. MASSIVE MONUMENT 88-78-A15. ELEVATION = 11.171

Legend & Abbreviations:

PLS - PROFESSIONAL LAND SURVEYOR
PSM - PROFESSIONAL SURVEYOR & MAPPER
LB - LAND SURVEYING BUSINESS
CL - CENTERLINE
R - RADIUS
L - LENGTH
Δ - DELTA ANGLE
○ - PERMANENT CONTROL POINT (PCP)
⊙ - PERMANENT REFERENCE MONUMENT (PRM)
● - IRON PIPE (IP)
⊙ - IRON ROD & CAP (IRC)
□ - CONCRETE MONUMENT (CM)
FD - FOUND
CCCL - COASTAL CONSTRUCTION CONTROL LINE
MHWL - MEAN HIGH WATER LINE

Legal Description:

ALL OF SEA COLONY AT VERO BEACH SUBDIVISION,
AS SHOWN ON THE PLAT THEREOF,
RECORDED IN PLAT BOOK 16, PAGE 20,
OF THE PUBLIC RECORDS OF INDIAN
COUNTY, FLORIDA.

HOUSTON & PRICE, INC.

Professional Land Surveying-Certificate No.LB6905
9436 U.S. Highway 1
Sebastian, Florida 32958-8396
Tel. (561)388-8603 Fax. (561)388-8604

PROJECT #99-III CD
MASTER DECLARATION
EXHIBIT 'B'
SHEET 1 10/14/00
REVISED 5/20/02
MDAI(R)

001519PG2698

SEA COLONY AT VERO BEACH

A CONDOMINIUM

Report of Survey:

* TYPE OF SURVEY: CONDOMINIUM

* THIS SURVEY PERFORMED BY:

HOUSTON & PRICE, INC. L.B. #6905
9436 U.S. HIGHWAY 1
SEBASTIAN, FLORIDA
32958-6395

* PROFESSIONAL SURVEYOR & MAPPER IN RESPONSIBLE CHARGE:

STUART A. HOUSTON, P.L.S. #4490

* THE EXPECTED USE OF THE LAND, AS CLASSIFIED IN THE MINIMUM TECHNICAL STANDARDS (61G17-6, FAC) IS RESIDENTIAL/HIGH-RISK. THE MINIMUM RELATIVE ACCURACY FOR THIS TYPE OF BOUNDARY SURVEY IS 1 FOOT IN 7,500. THE MEASUREMENT AND CALCULATION OF A CLOSED GEOMETRIC FIGURE WAS FOUND TO BE IN EXCESS OF THIS ACCURACY REQUIREMENT.

* ELEVATIONS AND DIMENSIONS SHOWN HEREON ARE MEASURED IN FEET AND DECIMAL PARTS THEREOF.

* THE LAST DATE OF FIELD WORK WAS: 05/20/02

* THE BEARING BASE FOR THIS SURVEY IS: N24°47'29"W, ASSUMED ALONG THE EAST R/W OF S.R. A-1-A.

* THIS SURVEY DOES NOT CERTIFY TO THE EXISTENCE OR LOCATION OF ANY UNDERGROUND IMPROVEMENTS: UTILITIES, FOUNDATIONS, OR ENCROACHMENTS, EXCEPT AS SHOWN.

* NO INSTRUMENTS OF RECORD REGARDING EASEMENTS, RIGHT-OF-WAYS, OR OWNERSHIP WERE SUPPLIED TO THIS SURVEYOR, EXCEPT AS SHOWN.

* NO TITLE OPINION OR GUARANTEE IS EXPRESSED OR IMPLIED.

* UNLESS A COMPARISON IS SHOWN, PLAT VALUES AND MEASURED VALUES ARE THE SAME.

* LEGAL DESCRIPTION IS AS PROVIDED BY THE CLIENT.

* THE PARCEL OF LAND SHOWN HEREON APPEARS TO BE IN FLOOD ZONES 'X' & 'VE' PER FLOOD INSURANCE RATE MAP #12061C0091 E, DATED MAY 4th., 1989

Legend & Abbreviations: (symbols not scaleable for size)

PLS - PROFESSIONAL LAND SURVEYOR
PSM - PROFESSIONAL SURVEYOR & MAPPER
LB - LAND SURVEYING BUSINESS
CL - CENTERLINE
R - RADIUS
L - LENGTH
Δ - DELTA ANGLE

POC - POINT OF COMMENCEMENT
POB - POINT OF BEGINNING
○ - IRON PIPE (IP)
⊙ - IRON ROD & CAP (IRC)
□ - CONCRETE MONUMENT (CM)
FD - FOUND
(M) - MEASURED

EXHIBIT 'B'
SHEET 3

PROJECT #99-III CD
05/15/02

HOUSTON & PRICE, INC.

Professional Land Surveying-Certificate No.LB6905
9436 U.S. Highway 1
Sebastian, Florida 32958-6395
Tel. (561)388-8603 Fax. (561)388-8604

THIS SURVEY IS NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF THE FLORIDA LICENSED SURVEYOR AND MAPPER NAMED BELOW.

Stuart A. Houston 8/2/02

STUART A. HOUSTON,

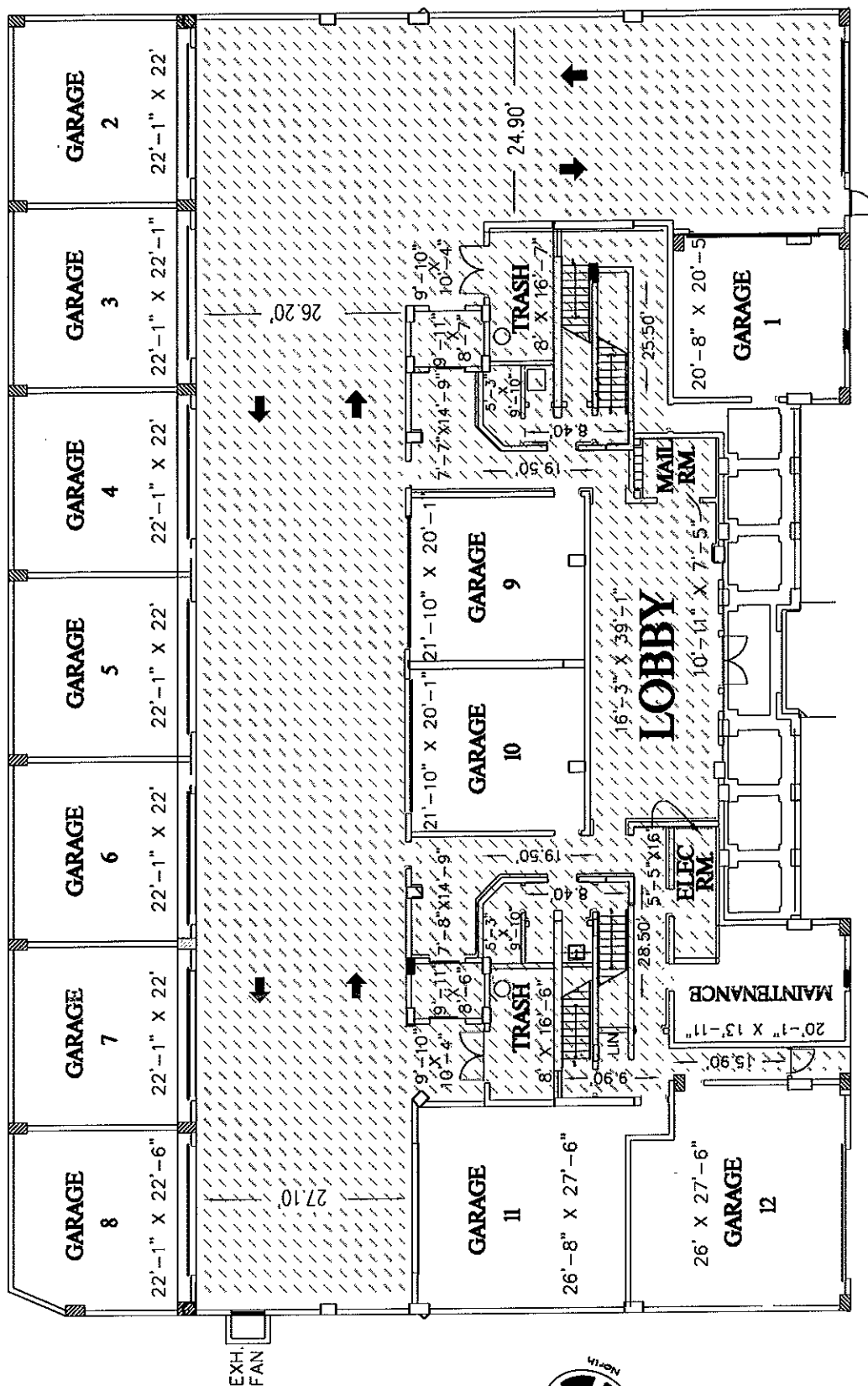
PSM #4490

081519PG2699

GRAPHIC SCALE

FINISH FLOOR ELEVATION = 14.59
FINISH CEILING ELEVATION = 24.49

1 inch = 20 ft.



COMMON ELEMENT
LIMITED COMMON ELEMENT BOUNDARY
STRUCTURAL COLUMN OR WALL
COMMON ELEMENT

NOTE: ALL IMPROVEMENTS AS SHOWN ARE EXISTING.

HOUSTON & PRICE, INC.
Professional Land Surveying—Certificate No. LB6905
9436 U.S. Highway 1
Sebastian, Florida 32958-6395
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PROJECT #99-III CD
EXHIBIT 'B' SHEET

REVISED: 08/27/02
ISSUED: 1/14/02

85-1962700

GRAPHIC SCALE

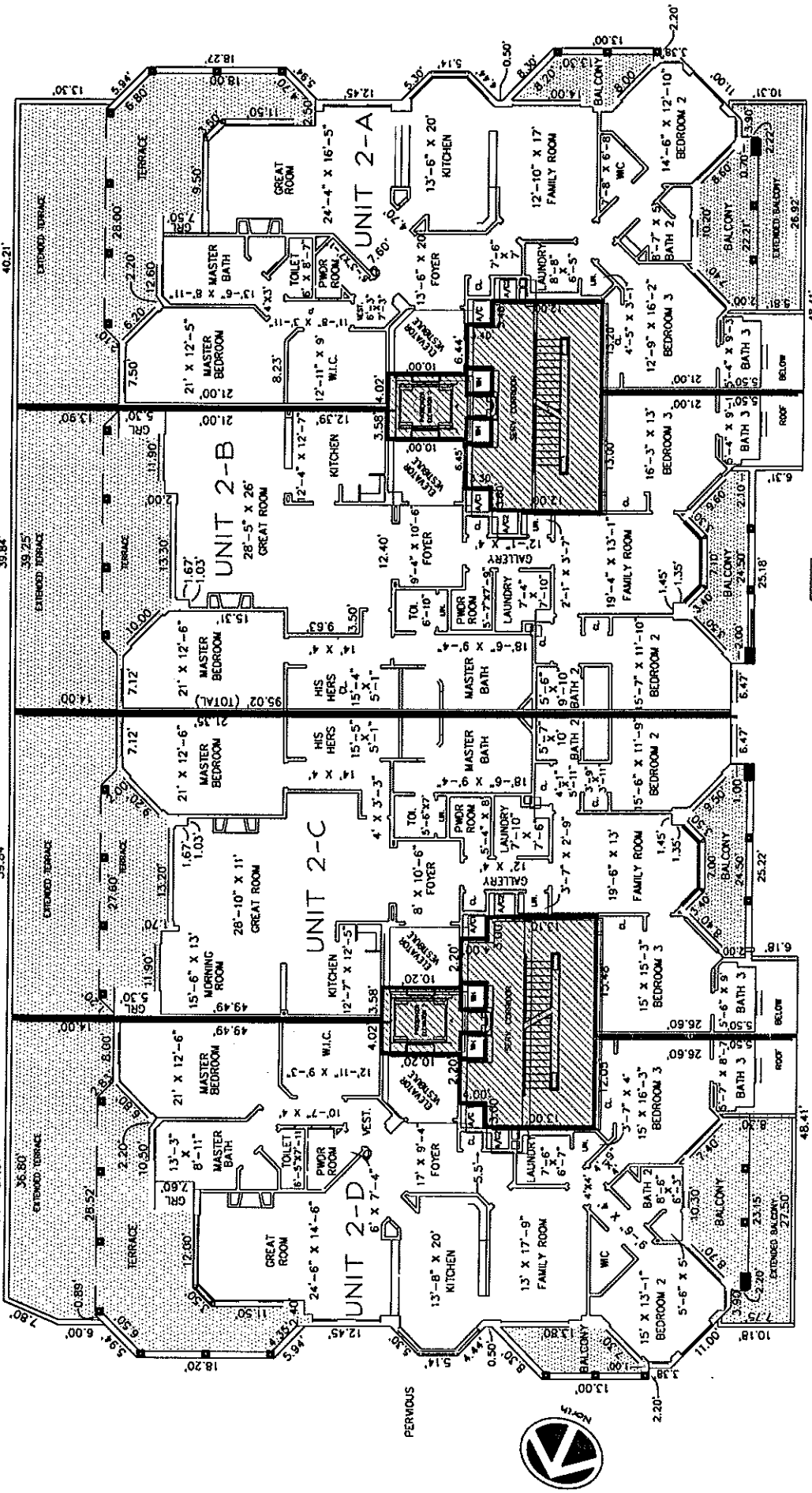


(IN FEET)

1 inch = 20 ft. 37.61'

FINISH FLOOR ELEVATION = 24.85
FINISH CEILING ELEVATION = 34.75

SEA COLONY AT VERO BEACH A CONDOMINIUM FLOOR 2



- COMMON ELEMENT
- LIMITED COMMON ELEMENT BOUNDARY
- UNIT BOUNDARY
- STRUCTURAL COLUMN OR WALL
- COMMON ELEMENT

Note: ALL IMPROVEMENTS AS SHOWN ARE EXISTING.

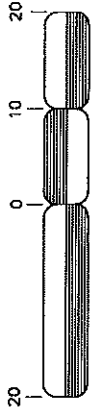
HOUSTON & PRICE, INC.
Professional Land Surveying-Certificate No. LB6905
9436 U.S. Highway 1
Sebastian, Florida 32958-6395
Tel. (561)388-8603 Fax. (561)388-8604

REVISED: 08/20/02
ISSUED: 10/13/01

PROJECT #99-III CD
EXHIBIT 'B' SHEET 5

10129615180

GRAPHIC SCALE

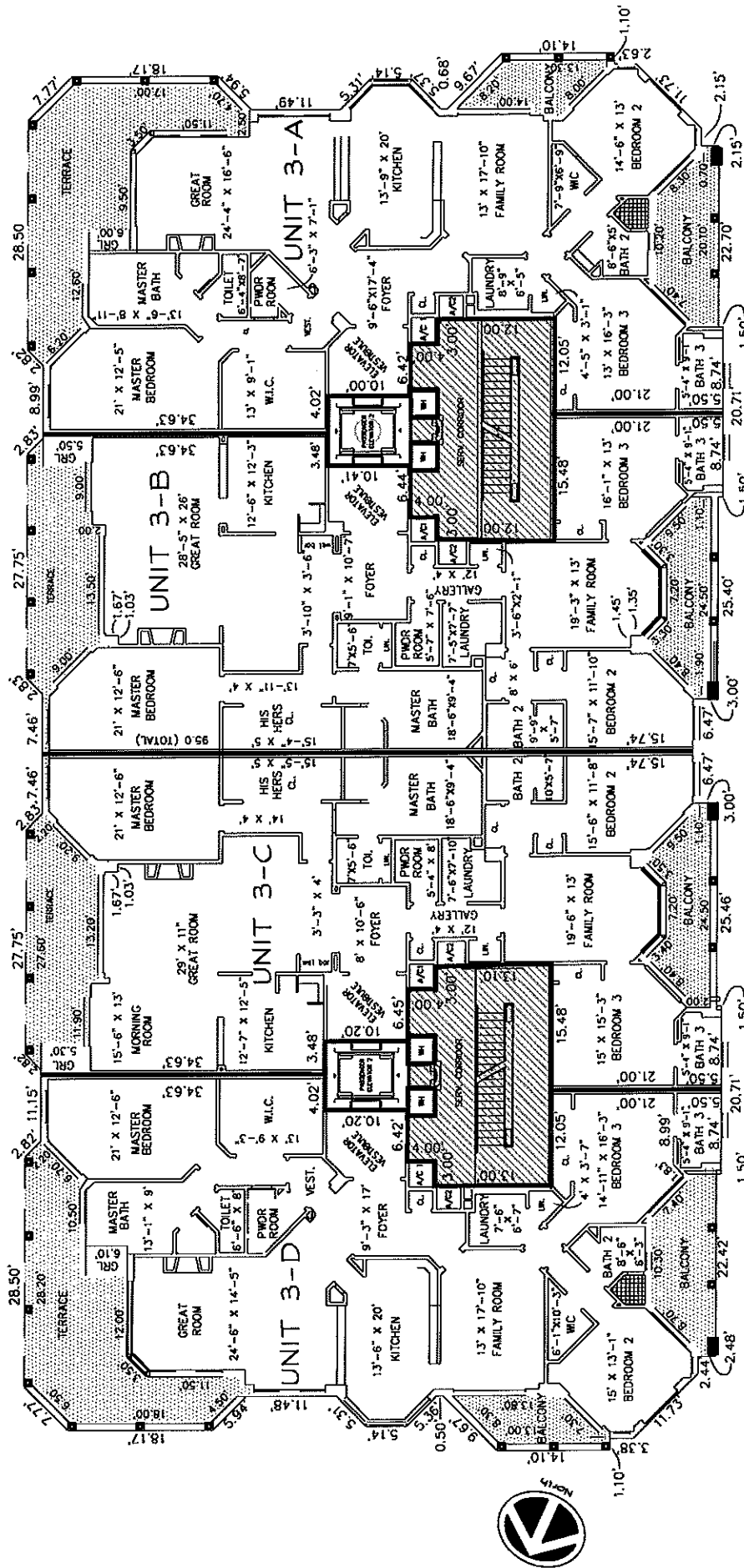


(IN FEET)

1 inch = 20 ft.

SEA COLONY AT VERO BEACH A CONDOMINIUM FLOOR 3

FINISH FLOOR ELEVATION = 35.44
FINISH CEILING ELEVATION = 45.34



- COMMON ELEMENT
- LIMITED COMMON ELEMENT BOUNDARY
- UNIT BOUNDARY
- STRUCTURAL COLUMN OR WALL
- COMMON ELEMENT

Note: ALL IMPROVEMENTS AS
SHOWN ARE EXISTING.

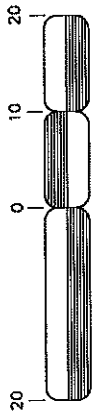
PROJECT #99-III CD
EXHIBIT 'B' SHEET 6

HOUSTON & PRICE, INC.
Professional Land Surveying-Certificate No. LB6905
9436 U.S. Highway 1
Sebastian, Florida 32958-6395
Tel. (561)368-8603 Fax. (561)368-8604

REVISED 08/20/02
05/15/02

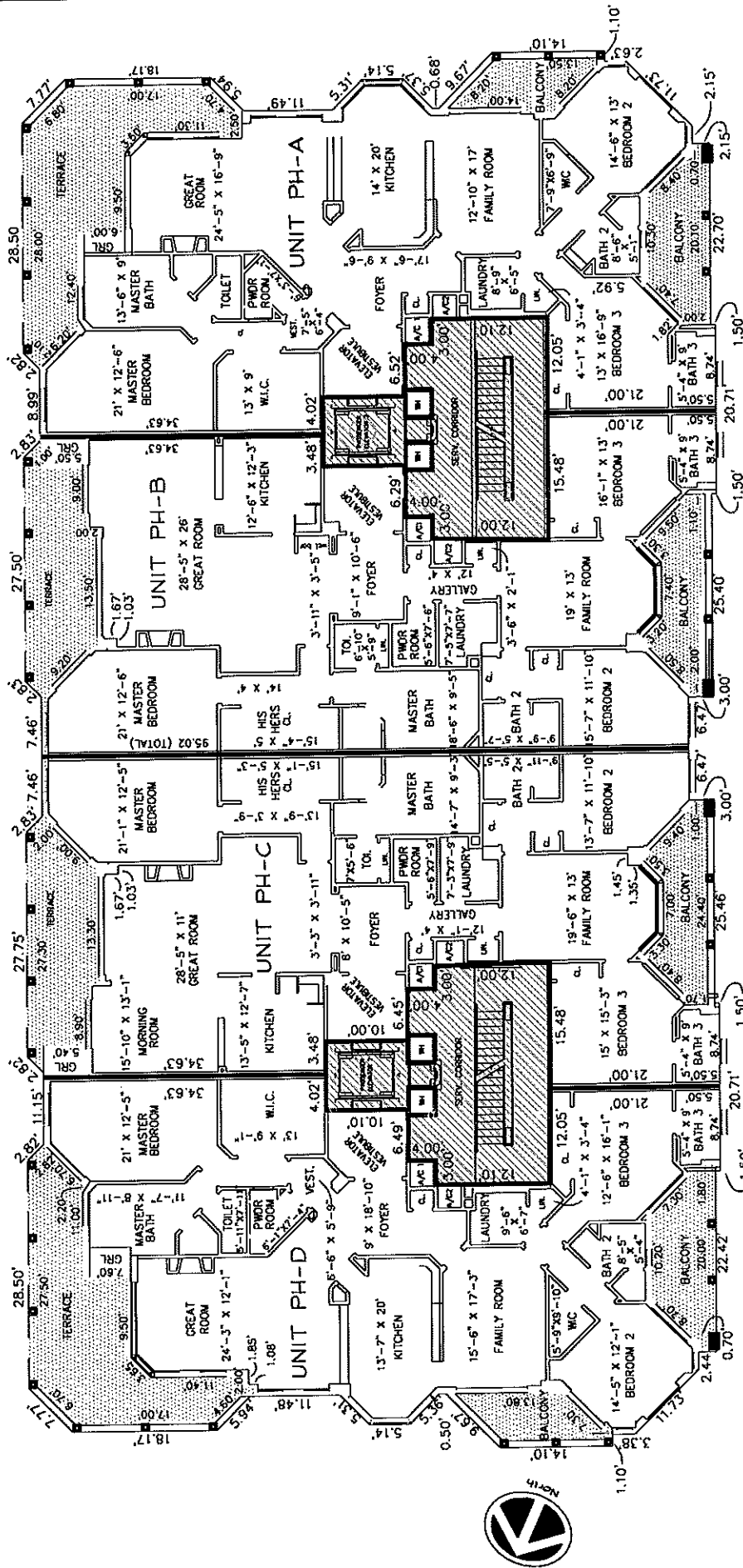
20290615180

GRAPHIC SCALE



SEA COLONY AT VERO BEACH A CONDOMINIUM PENTHOUSE FLOOR

FINISH FLOOR ELEVATION = 45.98
FINISH CEILING ELEVATION = 55.88



- COMMON ELEMENT
- LIMITED COMMON ELEMENT BOUNDARY
- UNIT BOUNDARY
- STRUCTURAL COLUMN OR WALL
- COMMON ELEMENT

Note: ALL IMPROVEMENTS AS SHOWN ARE EXISTING.

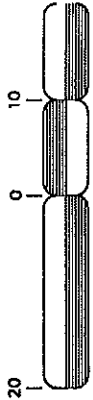
HOUSTON & PRICE, INC.
Professional Land Surveying-Certificate No. LB6905
9436 U.S. Highway 1
Sebastian, Florida 32958-6395
Tel. (561)388-8603 Fax. (561)388-8604

PROJECT #99-III CD
EXHIBIT 'B' SHEET 7

REVISED 08/27/02
05/15/02

307292615120

GRAPHIC SCALE

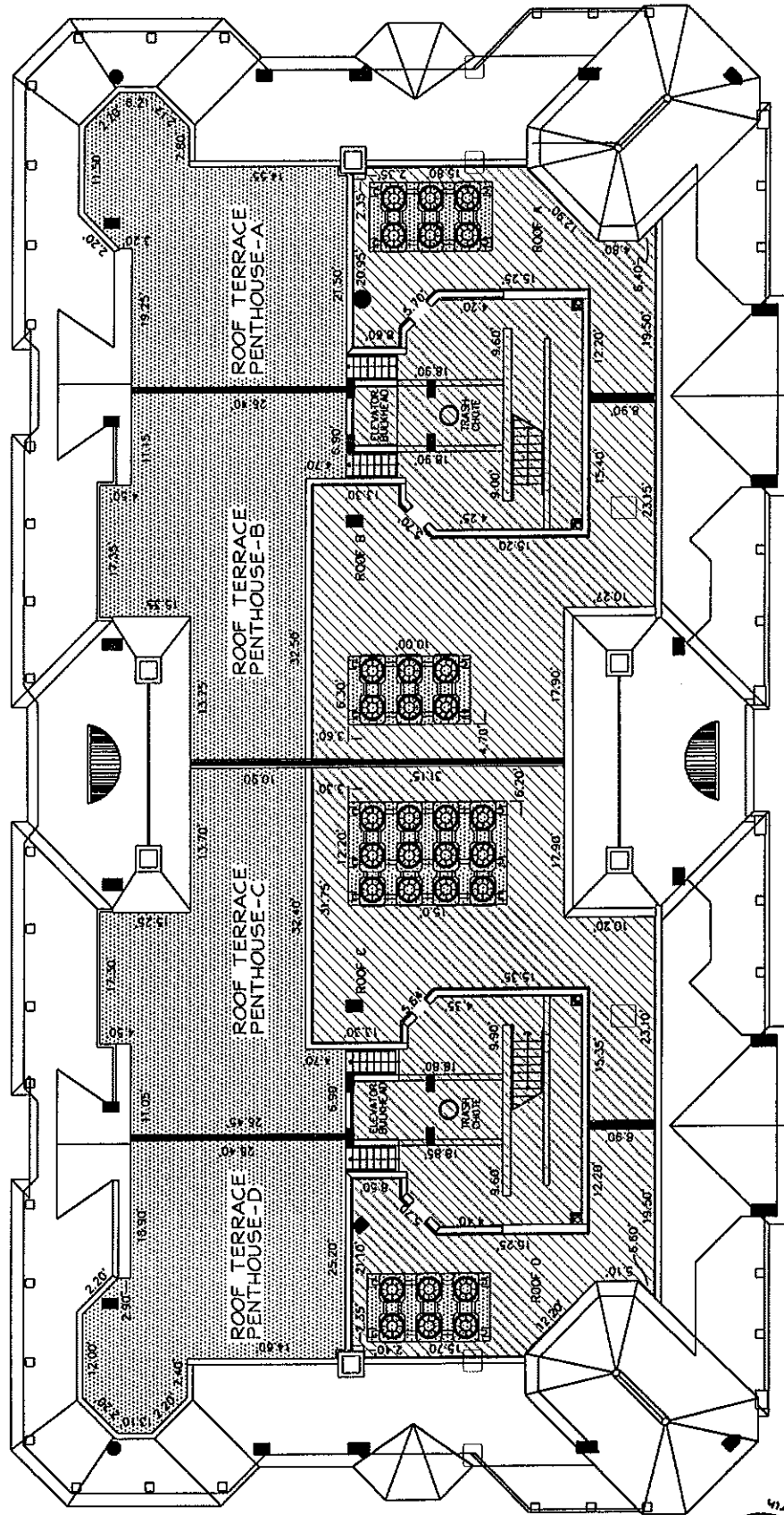


(IN FEET)

1 inch = 20 ft.

SEA COLONY AT VERO BEACH A CONDOMINIUM ROOF

FINISH ROOF ELEVATION = 56.87



- COMMON ELEMENT
- LIMITED COMMON ELEMENT BOUNDARY
- STRUCTURAL COLUMN OR WALL
- COMMON ELEMENT

Note: ALL IMPROVEMENTS AS SHOWN ARE EXISTING.

HOUSTON & PRICE, INC.
Professional Land Surveying-Certificate No. LB6905
9436 U.S. Highway 1
Sebastian, Florida 32958-6395
Tel. (561)388-8603 Fax. (561)388-8604

PROJECT #99-III CD
EXHIBIT 'B' SHEET 8

REVISED 08/20/02
05/15/02

081519PG2704

SEA COLONY AT VERO BEACH A CONDOMINIUM SEA COLONY AT VERO BEACH COMMUNITY SITE PLAN

NOTE:
TRACT 1 CONTAINS AN EASEMENT IN FAVOR OF THE
CITY OF VERO BEACH, RECORDED IN OFFICIAL RECORDS
BOOK 1427, PAGE 1076.

CURVE TABLE

NO.	RADIUS	DELTA	ARC	CHORD	BEARING
1	45.00'	112°30'07"	88.36'	N89°57'12"W	
2	45.00'	112°30'07"	88.36'	S89°57'12"E	
3	45.00'	292°30'07"	229.73'	N00°02'48"E	
4	5779.65'	00°16'22"	27.50'	N24°39'08"W	

LINE TABLE

No.	Bearing	Distance
L1	N00°47'34"E	62.31'
L2	N65°21'51"E	15.00'
L3	S89°43'27"W	16.49'
L4	N65°21'51"E	49.73'

"MATCH LINE"
SEE SHEET 9

"MATCH LINE"
SEE SHEET 6

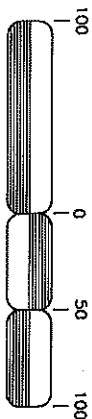
NOTE: ALL IMPROVEMENTS AS
SHOWN ARE EXISTING

HOUSTON & PRICE, INC.

Professional Land Surveying—Certificate No. LB6905
9436 U.S. Highway 1
Sebastian, Florida 32958-6395
Tel. (561)388-8603 Fax. (561)388-8604

PROJECT #49-III CD
EXHIBIT 'B' SHEET 10

GRAPHIC SCALE



1 inch = 100 ft.



REVISED 08/20/02
05/20/02

