

**AMENDED AND RESTATED
DECLARATION OF CONDOMINIUM
OF
ATLANTIS III BY THE SEA,
A CONDOMINIUM**

Hutchinson Island, Jensen Beach
St. Lucie County, Florida

**ARTICLE I
PURPOSE**

The purpose of this Amended and Restated Declaration of Condominium of Atlantis III by the Sea, a Condominium (hereinafter referred "Declaration") is to continue the purposes of the original Declaration recorded in St. Lucie County, Florida at Official Records Book 376, Page 412, et. seq., and amended at Official Records Book 1034, Page 1217, et. seq., and OR Book 1465, Page 1086, et. seq.

The lands described in this instrument and the improvements on such lands were submitted to the condominium form of ownership and use in the manner provided by Chapter 718, Florida Statutes, as amended, hereinafter called the "Condominium Act".

A. Name and Address. The name by which the condominium is to be identified is ~~ATLANTIS III BY THE SEA~~, which is located at Hutchinson Island, St. Lucie County, Florida.

B. The land. The lands, which were submitted to the condominium form of ownership, are the following lands lying and being in St. Lucie County, Florida:

See Exhibit "A" attached hereto and made a part hereof.

which lands are called "the land".

**ARTICLE II
DEFINITIONS**

The terms used in this Declaration and in its exhibits shall have the meanings stated in the Condominium Act (718 Florida Statutes, as amended), and as follows, unless the text otherwise requires:

A. Dwelling Unit, a Unit and Apartment means unit as defined by the Condominium Act, and the terms dwelling unit, apartment, and units shall be used interchangeably in this Declaration and have the same meaning.

B. Dwelling Unit Owner means owner as defined by the Condominium Act.

C. Association means THE ATLANTIS III BY THE SEA CONDOMINIUM ASSOCIATION, INC., as lawfully amended from time to time, and its successors. A copy of the Articles of Incorporation and Bylaws are attached hereto as Exhibit "D" and Exhibit "E" respectively.

D. Common Elements shall include the tangible personal property required for the maintenance and operation of the condominium, even though owned by the Association, as well as the items stated in the Condominium Act.

E. Common Expenses include:

1. Expenses of administration; expenses of maintenance, operation, repair and replacement of the common elements and of the portions of dwelling units to be maintained by the Association.
2. Expenses declared common expenses by the provisions of this Declaration or by the Bylaws.
3. Any valid charge against the condominium property as a whole which includes the expenses of operating Atlantis III by the Sea Condominium Association, Inc.

F. Condominium means all of the condominium property as a whole when the context so permits, as well as the meaning stated in the Condominium Act.

G. Singular, Plural, Gender. Whenever the context so permits, the use of the plural shall include the singular, the singular shall include the plural, and the use of any gender shall be deemed to include all genders.

H. Utility Services, as used in the Condominium Act and construed with reference to this condominium, and as used in the Declaration and Bylaws, shall include but not be limited to electric power, water and garbage and sewage disposal.

I. Common Surplus means the excess of all receipts of the Association, including but not limited to assessments, rents, profits, and revenues on account of the common elements, over the amount of common expenses.

J. Share means the percentage interest each apartment owner has in the common elements, common expense and common surplus.

K. Voting Rights shall mean those rights of a member of the Association to vote upon the matters presented at properly called and constituted meetings of the Association, the voting rights for each apartment owner being set forth in the Articles of Incorporation and Bylaws.

L. Assessment means a share of the funds required for the payment of common expenses, which from time to time is assessed against the apartment and apartment owner.

M. Special Assessment means a share of the funds required for the payment of common expenses, which are unbudgeted or for which insufficient provision is made in the budget which, from time to time, is assessed against the apartment and apartment owner.

N. Atlantis means the three condominiums known as Atlantis A, Atlantis B and Atlantis III and the land surrounding them, including the recreational facilities, roadways, parking areas and open space.

ARTICLE III
DEDICATION OF RECREATIONAL
AND COMMON USE PROPERTIES

A. The Developer constructed certain improvements for recreational and common use which shall, among other things, consist of landscaping, automobile parking areas, swimming pools, tennis courts, and other facilities located substantially as shown on the drawing attached hereto as Exhibit "B". Said improvements shall hereinafter be referred to as "common use property"

B. The common use property, which shall include streets, walkways and parking areas for guests, which are available for the purpose of pedestrian and vehicular ingress and egress across and upon the common use property is depicted on Exhibit "B" attached hereto and made a part hereof. Subject to reasonable security facilities and procedures, common use property shall at all times be open, remain open, not built on and usable by the fee owners and their guests and employees of condominium dwelling units in Atlantis. This covenant shall run with the land and shall be enforceable by the County of St. Lucie, Florida.

C. Each dwelling unit owner of dwelling units in each of the condominiums known as ATLANTIS CONDOMINIUM APARTMENTS has equal rights to possession and use of the recreational and common use properties. The assessment for said facilities shall include, without limitation, maintenance, taxes and insurance, and shall be charged to the dwelling unit owners entitled to the use of said facilities. Each of the 3 condominiums created at Atlantis and their 3 Associations shall share equally in the cost of maintaining both of the pools and the tennis courts. All of the dwelling unit owners of Buildings A and B are hereby granted a perpetual easement across all of the property of Atlantis III By The Sea. This easement is for the purpose of access to the tennis courts for their use and enjoyment as well as for pedestrian and vehicular access across the roadways and parking areas. The Declarations of Condominium for Buildings A and B contain this same grant of easement across those lands to the unit owners of Building III for use of the swimming pool facilities.

D. Included in the common use property shall be the parcel of land which contains a non-operational sewage plant which furnished sewer service to Atlantis Maintenance of this parcel of land shall be the responsibility of each of those Associations being served.

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**ARTICLE IV
DEVELOPMENT PLAN**

The condominium is described and established as follows:

A. Survey. The survey of the land, showing the improvements on it, is attached hereto as Exhibit B.

B. Plans. The improvements upon the land are constructed substantially in accordance with the plans and specifications therefore prepared by Riegler Associates, Architects, Ft. Pierce, Florida, Commission No. 7629, a portion of which plans are attached hereto as Exhibit C.

C. Improvements - general description

1. Apartment Building. The condominium includes one apartment building, which contains sixty-eight (68) dwelling units. The building consists of seven (7) floors.

D. Dwelling unit boundaries. Each dwelling unit, which term, as used in this subsection concerning boundaries, shall include that part of the building containing the dwelling unit that lies within the boundaries of the dwelling unit, which boundaries are as follows:

1. Upper and Lower Boundaries. The upper and lower boundaries of the dwelling unit shall be the following boundaries extended to an intersection with the perimetrical boundaries:

a. Upper boundary - the horizontal plane of the lower surfaces of the ceiling slab.

b. Lower boundary - the horizontal plane of the lower surfaces of the floor slab.

2. Perimetrical boundaries. The perimetrical boundaries of the dwelling unit shall be the following boundaries extended to an intersection with the upper and lower boundaries:

a. Exterior building walls - The intersecting vertical plane adjacent to, and which includes the exterior of, the outside walls of the apartment building bounding a dwelling unit and the fixtures

thereon, and which there is attached to the building a screened porch, or other portion of the building serving only the dwelling unit being bounded, such boundaries shall be the intersecting vertical planes adjacent to and which include all of such structures and fixtures thereon. In the case of first floor dwelling units, such boundaries shall include the private terraces serving such dwelling unit.

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b. Interior building walls. - The vertical planes of the center line of walls bounding a dwelling unit extended to intersection with other perimetrical boundaries with the following exceptions:

(1) When the walls between the dwelling units are of varying thickness, or abut a column or shaft, the plane of the center line of a bounding wall shall be extended to an intersection with the connecting bounding plane without regard to the plane of the center line of an intervening column or shaft.

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(2) When walls of different thickness abut with a flush side so that their center lines do not intersect, the plane of the center line of the thinner wall shall be extended into the thicker wall for a distance which is one-half the thickness of the thinner wall, and the boundary shall thence run at a right angle to the plane of the center line of the thicker wall.

E. Easements - ingress-egress. Easements are reserved through the condominium property as may be required for utility services in order to serve this condominium adequately and in order to adequately serve the several other condominiums to be known as ATLANTIS CONDOMINIUM BUILDINGS A & B; provided, however, such easements through a dwelling unit shall be only according to the plans and specifications for the apartment building, or as the building is constructed, unless approved in writing by the dwelling unit owner. Easements are specifically reserved over and across the streets constructed on the common use property in order that the dwelling unit owners of this condominium and the several other condominiums known as ATLANTIS CONDOMINIUM BUILDINGS A & B and constructed and established near this condominium by Developer, shall have the right of ingress and egress over and across said streets. All of the aforesaid easements shall be subject to reasonable security facilities and procedures and in favor of all of the dwelling unit owners of all of the condominiums known as ATLANTIS CONDOMINIUM APARTMENTS, their mortgagees, families, visitors and guests, and shall not be considered or construed as an easement or dedication to the public in general.

F. Easement for unintentional and non-negligent encroachments. In the event that any apartment shall encroach upon any common property for any reason not caused by the purposeful or negligent act of the apartment owner or owners, or agents

of such, an easement shall exist for the continuance of such encroachment onto the common property for so long as such encroachment shall naturally exist; and, in the event that any portion of the common property shall encroach upon any apartment, then an easement shall exist for the continuance of any encroachment of the common property into any apartment for so long as such encroachment shall naturally exist.

G. Common Elements. The common elements include the land and all other parts of the condominium not within the dwelling units.

**ARTICLE V
POWERS AND RESPONSIBILITIES**

A. The Condominium is governed and administered by ATLANTIS III BY THE SEA CONDOMINIUM ASSOCIATION, INC., a Florida not-for-profit corporation. A copy of the Articles of Incorporation of the Association are annexed hereto and made a part hereof as Exhibit "D". Amendments to the Articles of Incorporation shall be valid when adopted in accordance with their provisions and filed with the Secretary of State or as otherwise required by Chapter 617, Florida Statutes, as same may be amended from time to time. Article VIII of this Declaration, regarding amendments to this Declaration, shall not pertain to amendments to the Articles of Incorporation, the recording of which shall not be required among the Public Records to be effective unless such recording is otherwise required by law. No amendment to the Articles of Incorporation shall, however, change any Condominium Parcel or the share of the common elements, common expenses or common surplus attributable to a Unit nor the voting rights appurtenant to a Unit unless the record owner or owners thereof and all record owners of mortgages upon such Unit or Units shall join in the execution of such amendment.

B. The powers and duties of the Association shall include those set forth in the Bylaws annexed hereto and made a part hereof as Exhibit "E" but, in addition thereto, the Association shall have all of the powers and duties set forth in the Condominium Act, as well as all powers and duties granted to or imposed upon it by this Declaration, including:

1. The irrevocable right to have access to each Unit from time to time during reasonable hours as may be necessary for the maintenance, repair or replacement of any common elements therein, or for making emergency repairs therein necessary to prevent damage to the common elements or to any Unit. In the case of emergency such as, but not limited to, fire or hurricane, entry may be made without notice or permission. All unit owners shall provide the Association with a key to the Unit. Each unit owner does hereby appoint the Association as his or her agent for the purposes herein provided and agrees that the Association and the Management Firm shall not be liable for any alleged property damage or theft caused to or occurring on account of any entry.

2. The power to make and collect assessments and to lease, maintain, repair and replace the common elements.

3. The duty to maintain accounting records according to good accounting practices, which shall be open to inspection by unit owners at reasonable times during normal business hours, as provided in the Condominium Act.

4. The power to enter into contracts with others, for a valuable consideration, for maintenance and management, including the normal maintenance and repair of the common elements. The duty and responsibility to maintain and preserve the landscaping, gardening, painting, repairing and replacement of the common elements shall not relieve the unit owner of unit owners' personal responsibility to maintain and preserve the interior surface of his Unit and the limited common elements appurtenant thereto, and to paint, clean, decorate, maintain and repair his Unit.

5. The power to adopt reasonable rules and regulations for the maintenance and conservation of the Condominium Property and for the health, comfort, safety and welfare of the condominium unit owners, all of whom shall be subject to such rules and regulations.

C. The Bylaws may be amended in the manner provided for therein, but no amendment to said Bylaws shall be adopted which would affect or impair the validity or priority of any Institutional Mortgage covering any Condominium Parcel(s), or which would change the provisions of the Bylaws with respect to the rights of Institutional Mortgagees, without the written approval of all Institutional Mortgagees of record.

D. Each Unit shall be entitled to one vote to be cast in accordance with the provisions of the Bylaws and Articles of Incorporation of the Association.

E. The Association or its designees shall maintain such records as required by Section 718.111, Florida Statutes. When this function is delegated to the Management Firm, the terms of the Management Agreement shall govern.

F. In any legal action in which the Association may be exposed to liability in excess of insurance coverage protecting it and the unit owners, the Association shall give notice of the exposure within a reasonable time to all unit owners who may be exposed to the liability, so that such unit owners shall have the right to intervene and defend.

ARTICLE VI
THE DWELLING UNITS

The dwelling units of the condominium are described more particularly and the rights and obligations of their owners are established as follows:

A. Typical Dwelling Unit Plans. The typical dwelling unit floor plans which are located in ATLANTIS III BY THE SEA are described by building plans attached as Exhibit C.

B. Dwelling Unit Numbers. The dwelling units are numbered as shown on Exhibit C which is attached hereto.

C. Common Elements and Common Surplus. The undivided share in the land and other common elements, and in the common surplus, which is appurtenant to each dwelling unit is as follows:

ATLANTIS III BY THE SEA

<u>Dwelling Unit</u>	<u>Undivided Share</u>	<u>Dwelling Unit</u>	<u>Undivided Share</u>
101	1/68	407	1/68
102	1/68	408	1/68
103	1/68	409	1/68
104	1/68	410	1/68
107	1/68	501	1/68
108	1/68	502	1/68
109	1/68	503	1/68
110	1/68	504	1/68
201	1/68	505	1/68
202	1/68	506	1/68
203	1/68	507	1/68
204	1/68	508	1/68
205	1/68	509	1/68
206	1/68	510	1/68
207	1/68	601	1/68
208	1/68	602	1/68
209	1/68	603	1/68
210	1/68	604	1/68
301	1/68	605	1/68
302	1/68	606	1/68
303	1/68	607	1/68
304	1/68	608	1/68
305	1/68	609	1/68
306	1/68	610	1/68
307	1/68	PH1	1/68
308	1/68	PH2	1/68
309	1/68	PH3	1/68
310	1/68	PH4	1/68
401	1/68	PH5	1/68
402	1/68	PH6	1/68
403	1/68	PH7	1/68

404	1/68	PH8	1/68
405	1/68	PH9	1/68
406	1/68	PH10	1/68

D. Automobile Parking Space. The common elements include parking areas for automobiles of dwelling unit owners. Parking areas may be assigned pursuant to the regulations of the Association.

E. Association Members. Each registered unit owner of the condominium shall be a member of the Association. Each unit shall be entitled to one vote, irrespective of whether or not the ownership of the unit is titled in more than one person.

F. Liability for Common Expenses. Each dwelling unit shall be liable for an equal share of the common expenses.

ARTICLE VII
MAINTENANCE, ALTERATION AND IMPROVEMENT

Responsibility for the maintenance of the condominium property and restrictions upon its alteration and improvements shall be as follows:

A. Dwelling Units.

1. By the Association. The Association shall maintain, repair and replace at the Association's expense:

a. All portions of a dwelling unit, except interior surfaces, contributing to the support of the apartment building, which portions shall include but not be limited to the outside walls of the apartment building and all fixtures on its exterior, boundary walls of dwelling units, floor and ceiling slabs, load-bearing columns and load-bearing walls.

b. All conduits, ducts, plumbing, wiring and other facilities for the furnishing of utility services to more than one (1) dwelling unit.

2. By the dwelling unit owner. The responsibility of the dwelling unit owner shall be as follows:

a. To maintain, repair and replace at his expense all portions of his dwelling unit except the portions to be maintained, repaired and replaced by the Association. The portions of the dwelling unit to be maintained by the dwelling unit owner shall include but not be limited to the windows, doors, balcony railings, drywall, wall coverings, floor coverings and conduits, ducts, plumbing, wiring and other facilities for the furnishing of utility services exclusively to the

dwelling unit. Such shall be done without disturbing the rights of other dwelling unit owners.

- b. Not to paint or otherwise decorate or change the appearance of any portion of the exterior of the apartment building without the approval of the Association.
- c. To promptly report to the Association any defect or need for repairs for which the Association is responsible.
- d. To maintain, replace and repair all hurricane shutters on the exterior of his dwelling unit provided, however, that the Association shall have the authority to approve the purchase and initial installation of same.

3. Alteration and Improvement. Neither a dwelling unit owner nor the Association shall make any alteration in the portions of a dwelling unit or of an apartment building that are to be maintained by the Association, or remove any portion of such, or make any additions to them, or do anything that would jeopardize the safety or soundness of an apartment building, or impair any easement, without first obtaining approval in writing of owners of all dwelling units in which such work is to be done and the approval of the Board of Directors of the Association. A copy of plans for all such work prepared by an architect licensed to practice in this state shall be filed with the Association prior to the start of the work.

B. Common Elements.

1. By the Association. The maintenance and operation of the common elements shall be the responsibility of the Association and a common expense.

2. Alteration and Improvement. After the completion of the improvements included in the common elements contemplated by this Declaration, there shall be no alteration nor further improvement of the real property constituting the common elements without prior approval by not less than seventy-five percent (75%) of the members voting, in person or by proxy, at a duly convened meeting of the members. Any such alteration or improvement shall not interfere with the rights of any dwelling unit owners without their consent. The cost of such work shall not be assessed against a bank, life insurance company or savings and loan association that acquires its title as the result of owning a mortgage upon the dwelling unit owned, unless such owner shall approve the alteration or improvements, and this shall be so whether the title is acquired by deed from the mortgagor or through foreclosure proceedings. The share of any cost not so assessed shall be assessed to the other owners in the shares that their shares in the common elements bear to each other. In the event that such alteration or improvement is exclusively or substantially exclusively for the benefit of the dwelling unit owner or owners requesting same, then in such event the requesting apartment owner

or owners shall be assessed therefore in such proportions as they approve jointly, and failing such approval in such proportions as may be determined by the Board of Directors of the Association. There shall be no change in the shares and rights of an apartment owner in the common elements altered or further improved, whether or not the apartment owner contributes to the cost of such alteration or improvements.

**ARTICLE VIII
ASSESSMENTS**

The making and collection of assessments against dwelling unit owners for common expenses shall be pursuant to the Bylaws and subject to the following provisions.

A. Share of Common Expenses. Each dwelling unit owner shall be liable for a proportionate share of the common expenses, such shares being the same as the undivided share in the common elements appurtenant to the dwelling unit owned by him. Each dwelling unit owner shall share in the common surplus, such shares being the same as the undivided share in the common elements appurtenant to the dwelling unit owned by him. Provided, however, that if services are made available to dwelling unit owners from a revenue producing operation, no assessment on account of such services shall be made against a bank, life insurance company or savings and loan association that acquires its title as a result of owning a first mortgage upon a dwelling unit, and this shall be so whether the title is acquired by deed from the mortgagor or through foreclosure proceedings; but this shall not preclude such an assessment against an occupant of a dwelling unit owned by such an institution for services voluntarily accepted by the occupant. The shares of any cost or loss not so assessed shall be assessed to the other dwelling unit owners in the shares that their shares in the common elements bear to each other.

B. Interest; application of payments. Assessments and installments on such assessments paid on or before thirty (30) days after the date when due shall not bear interest, but all sums not paid on or before thirty (30) days after the date when due shall bear interest at the maximum rate allowed by law from the date when due until paid. Additionally, the Association may charge an administrative late fee as provided by Florida Statute §718.116(3)(2008) as amended from time to time. All payments upon account shall be first applied to interest then to late fees and then to the assessment payment first due. In the event of a default in the payment of an installment of an assessment, the Board may accelerate any remaining installments upon written notice thereof, whereupon, the entire unpaid balance of the assessment shall become due upon the date stated in such notice, which date shall not be less than ten (10) days after the mailing of such notice by registered or certified mail.

C. Lien for Assessments. The lien for unpaid assessments shall also secure interest, late fees and reasonable attorneys' fees incurred by the Association incident to the collection of such assessment or enforcement of such lien.

D. Rental Pending Foreclosure. In any foreclosure of a lien for assessments the owner of the dwelling unit subject to the lien shall be required to pay a reasonable rental for the dwelling unit, and the Association shall be entitled to the appointment of a receiver to collect the same.

E. Assessments Pending Foreclosure. The liability of a first mortgagee or its successors or assignees who acquire title to a unit by foreclosure or deed in lieu of foreclosure for the unpaid assessments that became due before the mortgagee's acquisition of title is limited as provided in Florida Statute §718.116(1)(b)(2008) as amended from time to time. Any unpaid share of common expenses or assessments shall be deemed to be common expenses collectible from all of the unit owners including such acquirer, his successors and assigns.

ARTICLE X
INSURANCE

The insurance, other than title insurance, that shall be carried upon the condominium property and the property of the dwelling unit owners shall be governed by the following provisions:

A. Authority to purchase, named insured. All insurance policies upon the condominium property shall be purchased by the Association and shall be placed in a single company, if possible. The name insured shall be the Association individually and as agent for the dwelling unit owners, without naming them, and as agent for their mortgagees. Provision shall be made for the issuance of mortgagee endorsements and memoranda of insurance to the mortgagees of dwelling unit owners. Such policies shall provide that payment by the insurer for losses shall be made to the Insurance Trustee for the benefit of the beneficial dwelling unit owners, and all policies and their endorsement shall be deposited with the Insurance Trustee, and with the mortgagee if required by the mortgagee. The dwelling unit owners may obtain coverage at their own expense upon their personal property and for their personal liability and living expense.

B. Coverage.

1. Casualty. All buildings and improvements upon the land shall be insured in an amount equal to the maximum insurance replacement value, excluding foundation and excavation costs, and all personal property included in the common elements shall be insured for its value, all as determined annually by the Board of Directors of the Association. Such coverage shall afford protection against:

a. loss or damage by fire and other hazards covered by a standard extended coverage endorsement, and

b. such other risks as from time to time shall be customarily covered with respect to buildings similar in construction, location

and use as the building on the land, including but not limited to vandalism, malicious mischief, windstorm and water damage.

2. Public liability in such amounts and with such coverage as shall be required by the Board of Directors of the Association, including but not limited to hired automobile coverages and with cross liability endorsement to cover liabilities of the dwelling unit owners as a group to a dwelling unit owner.

3. Workmen's compensation policy to meet the requirements of law.

4. Such other insurance as the Board of Directors of the Association shall determine from time to time to be desirable.

C. Premiums. Premiums upon insurance policies purchased by the Association shall be paid by the Association and charged to the dwelling unit owner in accordance with the undivided share in the common elements appurtenant to the dwelling unit owned by him.

D. Insurance Trustee; share of proceeds. All insurance policies purchased by the Association shall be for the benefit of the Association and the dwelling unit owners and their mortgagees, as their interests may appear, and shall provide that all proceeds covering property losses shall be paid to The Jensen Beach Bank, Jensen Beach, Florida, as Trustee, or to such other bank in Florida with trust powers as may be designated as insurance trustee by the Board of Directors of the Association, which trustee is referred to in this instrument as the Insurance Trustee. The Insurance Trustee shall not be liable for payment of premiums nor for the renewal of the sufficiency of policies nor for the failure to collect any insurance proceeds. The duty of the Insurance Trustee shall be to receive such proceeds as are paid and to hold the proceeds in trust for the purposes elsewhere stated in this instrument and for the benefit of the dwelling unit owners and their mortgagees in the following shares, but which shares need not be set forth on the records of the Insurance Trustee. The Insurance Trust Agreement shall be entered into and any Trustee's fees shall be paid at such time as any damage shall occur as contemplated in this Article. It shall be the duty of the Board of Directors to enter into such Agreement and pay all fees from Association funds without delay. ~~Provided, however, such Agreement shall not be necessary unless the damage is in excess of \$10,000.00.~~

1. Common Elements. Proceeds on account of damage to common elements: an undivided share for each dwelling unit owner, such share being the same as the undivided share in the common elements appurtenant to this dwelling unit.

2. Dwelling Units. Proceeds on account of damage to dwelling units shall be held in the following undivided shares:

a. When the building is to be restored -- for the owners of damaged dwelling units in proportion to the cost of repairing the

damage suffered by each dwelling unit, which cost shall be determined by the Association.

b. When the building is not to be restored – an undivided share for each dwelling unit owner, such share being the same as the undivided share in the common elements appurtenant to his dwelling unit.

3. Mortgagee. In the event a mortgagee endorsement has been issued as to a dwelling unit, the share of the dwelling unit owner shall be held for the mortgagee and the dwelling unit owner as their interests may appear; provided, however, that no mortgagee shall have any right to determine or participate in the determination as to whether or not any damaged property shall be reconstructed or repaired, and no mortgagee shall have any right to apply or have applied to the reduction of a mortgage debt any insurance proceeds except distributions of such proceeds made to the dwelling unit owner and mortgagee pursuant to the provisions of this Declaration.

E. Distribution of proceeds. Proceeds of insurance policies received by the Insurance Trustee shall be distributed to or for the benefit of the beneficial owners in the following manner:

1. Expense of the trust. All expenses of the Insurance Trustee shall be paid first or provisions made for such payment.

2. Reconstruction or repair. If the damage for which the proceeds are paid is to be repaired or reconstructed, the remaining proceeds shall be paid to defray the cost of such as elsewhere provided. Any proceeds which remain after defraying such costs shall be distributed to the beneficial owners, remittances to dwelling unit owners and their mortgagees being payable jointly to them as their interests may appear. This is a covenant for the benefit of any mortgagee of a dwelling unit and may be enforced by such mortgagee.

4. Certificate. In making distribution to dwelling unit owners and their mortgagees, the Insurance Trustee may rely upon a certificate of the Association made by its President and Secretary as to the names of the dwelling unit owners and their respective shares of the distribution.

F. Association as agent. The Association is irrevocably appointed agent for each dwelling unit owner and for each owner of a mortgage or other lien upon a dwelling unit and for each owner of any other interest in the condominium property, to adjust all claims arising under insurance policies purchased by the Association, and to execute and deliver releases upon the payment of claims.

ARTICLE XI
RECONSTRUCTION OR REPAIR AFTER CASUALTY

A. Determination to Reconstruct or Repair. If any part of the condominium property shall be damaged by casualty, whether or not it shall be reconstructed or repaired shall be determined in the following manner:

1. Common Elements. If the damaged improvement is a common element, the damaged property shall be reconstructed or repaired unless it is determined in the manner elsewhere provided that the condominium shall be terminated.

2. Apartment Building.

a. Lesser damage. If the damaged improvement is an apartment building or buildings and if dwelling units to which 50% of the common elements are appurtenant are found by the Board of Directors of the Association to be tenantable, the damaged property shall be reconstructed or repaired unless within 60 days after the casualty it is determined by agreement in the manner elsewhere provided that the condominium shall be terminated.

b. Major damage. If the damaged improvement is an apartment building or buildings, and if dwelling units to which more than 50% of the common elements are appurtenant are found by the Board of Directors to be not tenantable, then the damaged property will not be reconstructed or repaired and the condominium will be terminated without agreement as elsewhere provided, unless within 60 days after the casualty the owners of 75% of the common elements agree in writing to such reconstruction or repair.

3. Certificate. The Insurance Trustee may rely upon a certificate of the Association made by its President and Secretary to determine whether or not the damaged property is to be reconstructed or repaired.

B. Plans and Specifications. Any reconstruction or repair must be substantially in accordance with the plans and specifications for the original buildings portions of which are attached hereto as exhibits; or if not, then according to plans and specifications approved by the Board of Directors of the Association, and if the damaged property is an apartment building or buildings, by the owners of not less than 75% of the common elements, including the owners of all damaged dwelling units, which approval shall not be unreasonably withheld.

C. Responsibility. If the damage is only to those parts of a dwelling unit for which the responsibility of maintenance and repair is that of the dwelling unit owner, then the dwelling unit owner shall be responsible for the reconstruction and repair after

casualty. In all other instances, the responsibility of reconstruction and repair shall be that of the Association.

D. Estimates of Costs. Immediately after a determination is made to rebuild or repair damage to property for which the Association has the responsibility of reconstruction and repair, the Association shall obtain reliable and detailed estimates of the cost to rebuild or repair. Such costs may include professional fees and premiums for such bonds as the Board of Directors desires.

E. Special Assessments. If the proceeds of insurance are not sufficient to defray the estimated cost of reconstruction and repair by the Association, or if at any time during reconstruction and repair, or upon completion of reconstruction and repair the funds for the payment of costs of reconstruction and repair are insufficient, including the aforesaid fees and premiums, special assessments shall be made in sufficient amounts to provide funds for the payment of such costs. Such special assessments shall be in proportion to each owner's share in the common elements.

F. Construction Funds. The funds for payment of costs of reconstruction and repair after casualty, which shall consist of proceeds of insurance held by the Insurance Trustee and funds collected by the Association from the special assessments against dwelling unit owners, shall be distributed in payment of such costs in the following manner:

1. Association. If the total of special assessments made by the Association in order to provide funds for payment of costs of reconstruction and repair that is the responsibility of the Association is more than \$10,000.00, then the sums paid upon such special assessments shall be deposited by the Association with the Insurance Trustee. In all other cases the Association shall hold the sums paid upon such special assessments and disburse them in payment of the costs of reconstruction and repair.

2. Insurance Trustee. The proceeds of insurance collected on account of a casualty, and the sums deposited with the Insurance Trustee by the Association from collections of special assessments against dwelling unit owners on account of such casualty, shall constitute a construction fund which shall be disbursed in payment of the costs of repair and reconstruction in the following manner and order:

a. Association - Lesser Damage. If the amount of the estimated costs of reconstruction and repair that is the responsibility of the Association is less than \$10,000.00, then the construction fund shall be disbursed in payment of such costs upon the order of the Association; provided, however, that upon request to the Insurance Trustee by a mortgagee that is a beneficiary of an insurance policy the proceeds of which are included in the construction fund, such fund shall be disbursed in the manner provided for the reconstruction and repair of major damage.

b. Association – Major Damage. If the amount of the estimated costs of reconstruction and repair that is the responsibility of the Association is more than \$10,000.00, then the construction fund that is held by the Insurance Trustee shall be disbursed in payment of such costs in the manner required by the Board of Directors of the Association and upon approval of an architect qualified to practice in Florida and employed by the Association to supervise the work.

c. Dwelling unit owner. The portion of insurance proceeds representing damage for which the responsibility of reconstruction and repair lies with a dwelling unit owner shall be paid by the Insurance Trustee to the dwelling unit owner, or if there is a mortgagee endorsement as to the dwelling unit, then to the dwelling unit owner and the mortgagee jointly, and as their interests may appear, who may use such proceeds as they may be advised.

d. Surplus. It shall be presumed that the first moneys disbursed in payment of costs of reconstruction and repair shall be from insurance proceeds. If there is a balance in a construction fund after payment of all costs of the reconstruction and repair for which the fund is established, such balance shall be distributed to the beneficial owners of the fund in the manner elsewhere stated; except, however, that the part of a distribution to a beneficial owner that is not in excess of special assessments paid by such owner into the construction fund shall not be made payable to any mortgagee.

e. Certificate. Notwithstanding the provisions of this instrument, the Insurance Trustee shall not be required to determine whether or not sums paid by the dwelling unit owners upon special assessments shall be deposited by the Association with the Insurance Trustee, nor to determine whether the disbursements from the construction fund are to be upon the order of the Association or upon approval of an architect or otherwise, nor whether a disbursement is to be made from the construction fund nor to determine the payee nor the amount to be paid. ~~Instead, the Insurance Trustee may rely upon a certificate of the Association made by its President and Secretary as to any or all of such matters and stating that the sums to be paid are due and properly payable and stating the name of the payee and the amount to be paid; provided that when a mortgagee is required in this instrument to be named as payee, the Insurance Trustee shall also name the mortgagee as a payee of any distribution of insurance proceeds to a dwelling unit owner; and further provided that when the Association, or a mortgagee that is the beneficiary of an insurance policy whose proceeds are included in the construction fund, so requires, the approval of an architect named by the Association shall be first obtained by the Association upon disbursements in payment of costs of reconstruction and repair.~~

**ARTICLE XII
USE RESTRICTIONS**

The use of the condominium property shall be in accordance with the following provisions as long as the condominium exists and the apartment building or buildings in useful condition exist upon the land.

A. Common Elements. The common elements shall be used only for the purposes for which they are intended in the furnishing of services and facilities for the enjoyment of the apartment owners, and except as easements upon the same are reserved above.

B. Use of Parking Spaces. Use of parking spaces will be as assigned pursuant to the regulations of the Association or if there is no such assignment, then on a first come, first serve basis.

C. Vehicles. The only vehicles permitted to park on the condominium property are:

1. Passenger automobiles
2. Non-commercial trucks, vans and sport utility vehicles used as passenger vehicles with windows all around and passenger seating. Provided however, that non-commercial trucks, vans and sport utility vehicles used as passenger vehicles with windows all around and passenger seating that are more than 75" in height, 78" in width or 202" in length may only be parked in the western parking area.
3. Commercial vehicles involved in work being performed on condominium property during time of service only.

All other vehicles are prohibited on the condominium property, including but not limited to, motorcycles, boats, trailers, trucks, recreational vehicles, and commercial vehicles not performing services on the condominium property. In the event of doubt as to whether a vehicle is prohibited or permitted under the foregoing provision, the determination of the Board of Directors shall be binding and conclusive. It shall be the responsibility of an owner to seek and ascertain such determination, if needed, prior to bringing the vehicles onto the condominium property. For purposes of this provision, "commercial vehicles" shall be defined as any vehicle with lettering or graphics, added racks, framing, compartments, drawers, gas tanks or mounted equipment.

D. Lawful Use. No immoral, improper, offensive, or unlawful use shall be made of any apartment or of the Condominium property. All municipal ordinances and other zoning ordinances and the laws, rules and regulations of all government regulatory agencies and underwriters associations having jurisdiction shall be strictly observed. The determination by the Board of Directors, in its sole discretion, that a use is immoral, improper, offensive or unlawful shall be conclusive.

E. Nuisances. No nuisance shall be allowed upon the Condominium property, nor any use or practice that is the source of annoyance to residents or which interferes with the peaceful possession and proper use of the property by its residents, and except as easements are reserved above. All parts of the Condominium shall be kept in a clean and sanitary condition, and no rubbish, refuse or garbage shall be allowed to accumulate nor any fire hazard allowed to exist. No apartment owner shall permit any use of his apartment or make use of common elements that will increase the cost of insurance upon the Condominium property.

F. Occupancy Restrictions. No apartment shall, at any time, be permanently occupied by more than two persons per bedroom. Children who are guests or residents and are under the age of 12 years shall not be left unattended in any of the common areas, including the pool or patio area.

G. Leasing. After approval by the Association as elsewhere required, entire apartments may be rented, provided the occupants shall only be the lessee, his family and non-paying guests, and the lease is for a duration of not less than thirty (30) days. A lease must include (or if it does not, shall be deemed to include) an agreement by the dwelling unit owner and the lessee that if the dwelling unit owner becomes delinquent in the payment of any assessments or other charges due the Association, then upon written notice to the dwelling unit owner and the lessee, lessee shall remit all rental payments directly to the Association. All such payments shall be applied to the amounts owed to the Association by the dwelling unit owner.

H. Non-Paying Guests. When an apartment owner is not residing in his apartment, the members of the immediate family of the owner may occupy such apartment upon notification of such occupancy by the owner to the Association's Board of Directors prior to the guest's occupancy. For purposes of this provision, "immediate family" shall mean a parent, sister, brother, child, grandchild or spouse. All other guests are only allowed when the apartment owner or approved tenant is present. Any guest on the Condominium Property in excess of fourteen (14) consecutive days or in excess of twenty eight (28) total days in any calendar year shall be deemed a tenant and must be approved as elsewhere provided. It is the responsibility of such owner that the guests have been fully apprised of the Rules and Regulations and requirements of the Condominium.

I. Pets. No pets, dogs, domestic cats or any other animal shall be allowed to occupy the apartments.

J. Hurricane Shutters. Hurricane shutters, in accordance with the specifications adopted by the Association, must be installed by the unit owner for the protection of all windows and sliding glass doors at the expense of the individual unit owner. All hurricane shutters must be in place prior to December 15, 2009.

K. Display of Signs. No apartment owner shall display or cause to be displayed any signs of any kind whatsoever in any window or on or about the premises of the apartments or the common elements.

L. Regulations. Regulations concerning use of the Condominium property may be promulgated by the Board of Directors of the Association, provided that copies of such regulations are furnished to each apartment owner prior to the time that regulations become effective. Such regulations shall not impair or limit the rights of mortgagees.

ARTICLE XIII
MAINTENANCE OF COMMUNITY INTERESTS

In order to maintain a community of congenial residents who are financially responsible and thus protect the value of the apartments, the transfer of apartments by any owner shall be subject to the following provisions as long as the Condominium exists and the apartment building is in useful condition, which provisions each apartment owner covenants to observe:

A. Transfer Subject to Approval.

1. Sale. No apartment owner may dispose of an apartment or any interest in an apartment by sale without approval of the Association.

2. Lease. No apartment owner may dispose of an apartment or any interest in an apartment by lease without the approval of the Association.

3. Gift. If any apartment owner shall acquire his title by gift, the continuance of his ownership of his apartment shall be subject to the approval of the Association.

4. Devise or Inheritance. If any apartment owner shall acquire his title by devise or inheritance, the continuance of his ownership of his apartment shall be subject to the approval of the Association.

5. Other Transfers. If any apartment owner shall acquire title by any manner not mentioned in the foregoing subsections, the continuance of his ownership of his apartment shall be subject to the approval of the Association.

B. Approval by the Association. The approval of the Association that is required for the transfer of ownership of apartments shall be obtained in the following manner:

1. Sale. An apartment owner intending to make a bona fide sale of his apartment or any interest in it shall give to the Association notice of such intention, in writing, together with the name and address of the intended purchaser and such other

information concerning the intended purchaser as the Association may reasonably require. Such notice, at the apartment owner's option, may include a demand by the apartment owner that the Association furnish a purchaser of the apartment if the proposed purchaser is not approved; and if such demand is made, the notice shall be accompanied by an executed copy of the proposed contract to sell.

2. Lease. An apartment owner intending to make a bona fide lease of his apartment shall, at least thirty (30) days prior to the proposed lease commencement date, give to the Association notice of such intention, together with the name and address of the intended lessee, and such other information concerning the intended lessee as the Association may reasonably require, and an executed copy of the proposed lease.

3. Gift; Devise or Inheritance; Other Transfers. An apartment owner who has obtained his title by gift, devise or inheritance, or by any other manner not previously mentioned, shall give the Association notice of the acquiring of his title, together with such information concerning the apartment owner as the Association may reasonably require, and a certified copy of the instrument evidencing the individual's interest.

4. Failure to Give Notice. If the above required notice to the Association is not given, then at any time after receiving knowledge of a transaction or event transferring ownership or possession of an apartment, the Association at its election or without notice, may approve or disapprove the transaction or ownership. If the Association disapproves the transaction or ownership, the Association shall proceed as if it had received the required notice on the date of such disapproval. The Association may deny the unauthorized owner, lessee, or occupant of an apartment the use of the common elements.

5. Application and Transfer Fee. To cover the processing of the application and defray the cost involved when an apartment is transferred from one owner to another, whether by sale, lease, gift, devise, inheritance or other means, there will be a fee of one hundred dollars (\$100.00) to be paid to the Association or to whomever the Board of Directors so designates. The application will not be processed nor a Certificate of Approval issued by the Association until the fee is paid. This paragraph shall have no application to apartments owned by a bank, life insurance company, or savings and loan association that acquires its title by owning a mortgage upon the apartment concerned, through deed from the mortgagor or foreclosure.

C. Certificate of Approval shall be given in the following manner:

1. Sale. If the proposed transaction is a sale, then within thirty (30) days after receipt of such notice and information, the Association must either approve or disapprove the proposed transaction. If approved, the approval shall be stated in a certificate executed by any two officers of the Association and recorded in the St. Lucie County records.

2. Lease. If the proposed transaction is a lease, then within thirty (30) days after receipt of such notice and information, the Association must either approve or disapprove the proposed transaction. If approved, the approval shall be stated in a certificate executed by any two officers of the Association.

3. Gift, Devise or Inheritance; Other Transfers. If the apartment owner giving notice has acquired his title by gift, devise or inheritance, or in any other manner, then within thirty (30) days after receipt of such notice and information, the Association must either approve or disapprove the continuance of the apartment owner's ownership of his apartment. If approved, the approval shall be stated in a certificate executed by any two officers of the Association.

D. Disapproval by the Association. If the Association shall disapprove a transfer of ownership of an apartment, the matter shall be disposed of in the following manner:

1. Disapproval of Sale With Good Cause. Approval of the Association shall be withheld if a majority of the whole Board so votes. Notice of disapproval with good cause shall be given within thirty (30) days after receipt of such notice and information by registered mail to the apartment owner. Only the following may be deemed to constitute good cause for disapproval:

a. The person seeking approval or intended occupants have been convicted of a felony involving violence to persons or property, or a felony demonstrating dishonesty or moral turpitude;

b. The person seeking approval has a record of financial irresponsibility, including without limitation prior bankruptcies, foreclosures or bad debts;

c. The application for approval on its face indicates that the persons seeking approval or intended occupants intend(s) to conduct himself/themselves in a manner inconsistent with the covenants and restrictions applicable to the Condominium and/or the Rules and Regulations of the Association.

d. The person seeking approval or intended occupants have a history or disruptive behavior or disregard for the rights or property of others;

e. The person seeking approval or intended occupants have evidenced an attitude of disregard for covenants or restrictions applicable to the Condominium and/or Rules and Regulations of the Association, by his conduct in this Condominium as a tenant, Owner or occupant of a Unit, or such attitude at the personal appearance before the Board or its designee, or

f. The person seeking approval has failed to provide the information, fees or appearances required to process the application in a timely manner, or provided false information during the application process.

2. Disapproval of Sale Without Good Cause. Approval of the Association shall be withheld if a majority of the Board so votes. If the proposed transaction is a sale and if the notice of sale given by the apartment owner shall so demand, then within thirty (30) days after receipt of such notice and information the Association shall deliver or mail by registered mail to the apartment owner an agreement to purchase the subject apartment by a purchaser approved by the Association, who will purchase and to whom the apartment owner must sell the apartment upon the following terms:

a. At the option of the purchaser (which shall be stated in the agreement), the price to be paid shall be that stated in the disapproved contract to sell or shall be the fair market value determined by arbitration in accordance with the then existing rules of the American Arbitration Association, except that the arbitrators shall be two appraisers appointed by the American Arbitration Association, who shall base their determination upon an average of their separate appraisals of the apartment, and a judgment of specific performance of the sale upon the award rendered by the arbitrators may be entered in any court of competent jurisdiction. The expenses of the arbitration shall be equally shared by the seller and the purchaser.

b. The purchase price shall be paid in cash.

c. The sale shall be closed within thirty (30) days after the delivery or mailing of the agreement to purchase, or within ten (10) days after the determination of the sale price if such is by arbitration, whichever is the later.

d. A certificate shall be issued by the Association, in recordable form, executed by any two officers approving the purchaser.

e. If the Association shall fail to provide a purchaser upon demand of the apartment owner in the manner provided, or if the purchaser furnished by the Association shall default in his agreement to purchase, then, notwithstanding the disapproval, the proposed transaction shall be deemed to have been approved and the Association shall furnish a certificate of approval as elsewhere provided.

3. Lease. A proposed lease shall be disapproved only if a majority of the Board disapproves the lease by written consent, and in such case the lease shall

not be made. Appropriate grounds for disapproval shall include, but not be limited to, any one or more of the following:

- a. The Owner is delinquent in the payment of assessments at the time the application is considered, and the Owner does not bring the delinquency current (with any interest, late fees, costs and attorneys' and paralegal fees also due and owing) within a time frame required by the Board of Directors;
- b. The Owner has a history of leasing his/her Unit to troublesome lessees and/or refusing to control or accept responsibility for the occupancy of his Unit;
- c. The real estate company or agent handling the leasing transaction on behalf of the Owner has a history of screening lessee applicants inadequately or recommending undesirable lessees;
- d. The application on its face appears to indicate that the person seeking approval and/or intended occupants intend(s) to conduct himself/themselves in a manner inconsistent with the covenants and restrictions applicable to the Condominium and/or Rules and Regulations of the Association.
- e. The prospective lessee or other intended occupants have been convicted of a felony involving violence to persons or property, or a felony demonstrating dishonesty or moral turpitude;
- f. The prospective lessee or other intended occupants have a history of conduct which evidences disregard for the rights and property of others;
- g. The lessee or other intended occupants, during previous occupancy, have evidenced an attitude or disregard for the covenants and restrictions applicable to the Condominium and/or Rules and Regulations of the Association;
- h. The lessee(s) or intended occupants have failed to provide the information or appearances required to process the application in a timely manner, or provided false information during the application process; or the required transfer fee is not paid; or the Owner fails to give proper notice of his intention to lease his Unit to the Board of Directors.

The apartment owner shall be advised of the disapproval in writing, and the lease shall not be made, and the lessee shall not occupy the apartment.

4. Gift; Devise or Inheritance; Other Transfers. If the apartment owner giving notice has acquired title by gift, devise or inheritance, or in any other manner, then within thirty (30) days after receipt from the apartment owner of the notice and information required to be furnished, the Association shall deliver or mail by registered mail to the apartment owner an agreement to purchase the apartment by a purchaser approved by the Association, who will purchase and to whom the apartment owner must sell the apartment upon the following terms:

- a. The sale price shall be the fair market value determined by agreement between the seller and the purchaser within fifteen (15) days from the delivery or mailing of such agreement. In the absence of agreement as to price, the price shall be determined by arbitration in accordance with the then existing rules of the American Arbitration Association, except that the arbitrators shall be two appraisers appointed by the American Arbitration Association, who shall base their determination upon an average of their appraisals of the apartment; and a judgment of specific performance of the sale upon the award rendered by the arbitrators may be entered in any court of competent jurisdiction. The expense of the arbitration shall be paid by the purchaser.
- b. The purchase price shall be paid in cash.
- c. The sale shall be closed within ten (10) days following the determination of the sale price.
- d. A certificate shall be issued by the Association, in recordable form, executed by any two officers approving the purchaser.
- e. If the Association shall fail to provide a purchaser as required in this instrument, or if a purchaser furnished by the Association shall default in his agreement to purchase, the ownership shall be deemed to have been approved, and the Association shall furnish a certificate of approval as elsewhere provided.

D. Mortgage. No apartment owner may mortgage his apartment nor any interest in it without the approval of the Association, except to bank, life insurance company, or a savings and loan association, or to a vendor to secure a portion or all of the purchase price. The approval of any other mortgagee shall be upon the conditions determined by the Association in its sole discretion.

E. Exceptions. The foregoing provisions of this Article entitled "Maintenance of Community Interests" shall not apply to a transfer to or purchase by a bank, life insurance company, real estate investment trust, or savings and loan association that acquires its title as the result of owning a mortgage upon the apartment concerned, and this shall be so whether the title is acquired by deed from the mortgagor, his successors or assigns, or through foreclosure; nor shall such provisions apply to a transfer, sale or lease by a bank, life insurance company, real estate investment trust, or savings and loan association that so acquires its title. Neither shall such provisions require the approval of a purchaser who acquires title to an apartment at a duly advertised public sale with open bidding provided by law, such as, but not limited to, execution sale, foreclosure sale, judicial sale or tax sale.

ARTICLE XIV COMPLIANCE AND DEFAULT

Each dwelling unit owner shall be governed by and shall comply with the terms of the Declaration of Condominium, Articles of Incorporation and Bylaws and the Regulations adopted pursuant to those documents, and all of such as they may be amended from time to time. Failure of a dwelling unit owner to comply with such documents and regulations shall entitle the Association or other dwelling unit owners to the following relief in addition to the remedies provided by the Condominium Act.

A. Negligence. A dwelling unit owner shall be liable for the expense of any maintenance, repair or replacement rendered necessary by his negligence or by that of any member of his family or his or their guests, employees, agents or lessees, but only to the extent that such expense is not met by the proceeds of insurance carried by the Association. A dwelling unit owner shall pay the Association the amount of any increase in its insurance premiums occasioned by use, misuse, occupancy or abandonment of a dwelling unit or its appurtenances, or of the common elements, by the dwelling unit owner.

B. Compliance. In the event a Unit Owner or occupant fails to maintain a Unit or fails to cause such Unit to be maintained, or fails to observe and perform all of the provisions of the Declaration, the Bylaws, the Articles of Incorporation of the Association, applicable rules and regulations or any other agreement, document or instrument affecting the Condominium Property, in the manner required, the Association shall have the right to proceed in a court of equity to require performance and/or compliance, to impose fines in accordance with the Act and/or to sue in a court of law for damages. Additionally, in the event a Unit Owner fails to maintain a Unit or fails to cause such Unit to be maintained for a period of at least thirty (30) days, the Association shall have the right, exercisable in its sole discretion, to perform such maintenance deemed by the Association to be necessary to abate a health menace, fire hazard or a detraction from the aesthetic appearance of the condominium; provided, however, that at least fifteen (15) days prior notice shall be given by the Association to the Unit Owner of such Unit before such work is done by the Association. In the event the Association, after such notice, causes the subject work to be done, then, and in that event, the costs

of such work, together with interest thereon at the maximum rate permitted by the civil usury laws of the State of Florida, shall be charged to the Unit Owner and shall become a lien on the subject Unit, which lien shall be effective, have priority and be enforced in the same manner as assessments pursuant to Article VIII of this Declaration.

C. Costs and Attorney's Fees. In any proceedings arising because of an alleged failure of a dwelling unit owner or the Association to comply with the terms of the Declaration, Articles of Incorporation of the Association, the Bylaws, or the Regulations adopted pursuant to them, and the documents and regulations as they may be amended from time to time, the prevailing party shall be entitled to recover the costs of the proceeding and such reasonable attorney's fees as may be awarded by the Court.

D. No Waiver of Rights. The failure of the Association or any dwelling unit owner to enforce, any covenant, restriction or other provision of the Condominium Act, this Declaration, the Articles of Incorporation of the Association, the Bylaws or the Regulations, shall not constitute a waiver of the right to do so thereafter.

**ARTICLE XV
AMENDMENTS**

Except as elsewhere provided otherwise, this Declaration of Condominium may be amended in the following manner:

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

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

Not less than 2/3 of the entire membership of the Board of Directors and by not less than 2/3 of the votes of the entire membership of the Association.

C. Proviso. Provided, however, that no amendment shall discriminate against any dwelling unit owner nor against any dwelling unit or class or group of apartments, unless the dwelling unit owners so affected shall consent; and no amendment shall change the dwelling unit nor the share in the common elements appurtenant to it, nor increase the owner's share of the common expenses, unless the record owner of the dwelling unit concerned and all record owners of mortgages on such dwelling unit shall join in the execution of the amendment. Neither shall an amendment make any change in the section entitled "Insurance" nor in the section

entitled "Reconstruction or Repair After Casualty" unless the record owners of all mortgages upon the condominium shall join in the execution of the amendment.

D. Execution and Recording. A copy of each amendment shall be attached to a certificate certifying that the amendment was duly adopted, which certificate shall be executed by the officers of the Association with the formalities of a deed. The amendment shall be effective when such certificates and copy of the amendment are recorded in the Public Records of St. Lucie County, Florida.

**ARTICLE XVI
TERMINATION**

The condominium may be terminated in the following manner in addition to the manner provided by the Condominium Act.

A. Destruction. If it is determined in the manner elsewhere provided that the apartment building or buildings shall not be reconstructed because of major damage, the condominium plan of ownership will be terminated without agreement.

B. Agreement. The condominium may be terminated at any time by the approval in writing of all record owners of dwelling units and all record owners of mortgages on dwelling units. If the proposed termination is submitted to a meeting of the members of the Association, the notice of the meeting shall give notice of the proposed termination, and if the approval of the owners of not less than 75% of the common elements, and of the record owners of all mortgages upon the dwelling units, are obtained in writing not later than thirty (30) days from the date of such meeting, then the approving owners shall have an option to buy all of the dwelling units of the other owners for the period ending on the 60th day from the date of such meeting. Such approvals shall be irrevocable until the expiration of the option, and if the option is exercised, the approvals shall be irrevocable. The option shall be upon the following terms:

1. Exercise of Option. The option shall be exercised by delivery or mailing by registered mail to each of the record owners of the units to be purchased, an agreement to purchase signed by the record owners of dwelling units who will participate in the purchase. Such an agreement shall indicate which dwelling units will be purchased by each participating owner and shall require the purchase of all dwelling units owned by owners not approving the termination, but the agreement shall effect a separate contract between each seller and his purchaser.

2. Price. The sale price for each dwelling unit shall be the fair market value determined by agreement between the seller and the purchaser within thirty (30) days from the delivery or mailing of such agreement and in the absence of agreement as to price it shall be determined by arbitration in accordance with the then existing rules of the American Arbitration Association, except that the arbitrators shall be two appraisers appointed by the American Arbitration Association who shall base their

determination upon the average of their appraisals of the dwelling unit and a judgment of specific performance of the sale upon the award rendered by the arbitrators may be entered in any court of competent jurisdiction. The expense of the arbitration shall be paid by the purchaser.

3. Payment. The purchase price shall be paid in cash.

4. Closing. The sale shall be closed within ten (10) days following the determination of the sale price.

C. Certificate. The termination of the condominium in either of the foregoing manners shall be evidenced by a certificate of the Association executed by its President and Secretary certifying as to facts effecting the termination, which certificate shall become effective upon being recorded in the Public Records of St. Lucie County, Florida.

D. Shares of Owners After Termination. After termination of the condominium, the dwelling unit owners shall own the condominium property and all assets of the Association as tenants in common in undivided shares that shall be the same as the undivided shares in the common elements appurtenant to the owner's dwelling units prior to the termination.

E. Amendment. This section concerning termination cannot be amended without consent of all dwelling unit owners and of all record owners of mortgages upon the dwelling unit.

ARTICLE XVII
MISCELLANEOUS PROVISIONS

A. The owners of the respective Condominium apartments agree that, if any portion of a Condominium apartment or common element, or limited common element, encroaches upon another, a valid easement for the encroachment and maintenance of the same, as long as it stands, shall and does exist. In the event a Condominium building or buildings are partially or totally destroyed and then rebuilt, the owners of the Condominium parcels agree that encroachments on parts of the common elements, limited common elements, or apartments, as aforescribed, due to construction, shall be permitted, and that a valid easement for said encroachments and the maintenance thereof shall exist.

B. No owner of a Condominium parcel may exempt himself from liability for his contribution toward the common expenses by waiver of the use and enjoyment of any of the common elements or the recreational facilities, or by the abandonment of his apartment.

C. All provisions of the Declaration and Exhibits attached hereto, and amendments thereof, shall be construed to be covenants running with the land, and of

every part thereof and interest therein, including, but not limited to, every apartment and the appurtenances thereto, and every apartment owner and claimant of the property, or any part thereof, or of any interest therein, and his heirs, executors, administrators, trustees, successors and assigns, shall be bound by all of the provisions of this Declaration and Exhibits annexed hereto and amended thereof.

D. If any of the provisions of the Declaration, the Association's Articles of Incorporation, its Bylaws, all attached hereto, or of the Condominium Act, or of any section, sentence, phrase, word, or application of any of them in any circumstances, is held invalid, the validity of the remainder of them shall not be affected thereby.

E. In all cases of conflict, this Declaration shall be considered the controlling document.

F. The rights and remedies provided by Chapter 718, F.S. (as amended) shall be operative in respect of owners of units who fail to be governed by and comply with such statutes, this Declaration, or Association Bylaws, or suffer their guests or lessees to be in violation thereof. In addition thereto, should the Association in its own behalf find it necessary through judicial action to enforce compliance with this Declaration and the exhibits attached hereto, the apartment owners so violating shall reimburse the party bringing such action for all costs of such action, including reasonable attorneys' fees so incurred, including proceedings on appeal.

This Amended and Restated Declaration of Condominium for Atlantis III by the Sea, A Condominium has been approved by two-thirds (2/3) of the entire membership of the Board of Directors and two-thirds of the entire membership of the Association, which vote was sufficient for approval.

The undersigned, Atlantis III by the Sea Condominium Association, Inc., hereby consents to the terms and conditions contained in the foregoing Declaration and hereby assumes the duties and obligations imposed upon the undersigned thereunder.

IN WITNESS WHEREOF, the undersigned has caused these presents to be signed in its name by its President, its Secretary and its corporate seal affixed this day of JANUARY 12, 2009.


WITNESSES AS TO PRESIDENT:

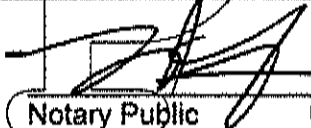
Nancy S. Chambers
Printed Name: Nancy S. Chambers
Christopher Papa
Printed Name: CHRISTOPHER PAPA

ATLANTIS III BY THE SEA
CONDOMINIUM ASSOCIATION, INC.
By: Frederick Hein, President

STATE OF FLORIDA
COUNTY OF MANATEE


The foregoing instrument was acknowledged before me on JANUARY 12, 2009,
by FREDERICK HARRIS, as President of Atlantis III by the Sea Condominium
Association, Inc. [] who is personally known to me, or [] who has produced
identification [Type of Identification: FLORIDA DRIVER LICENSE].

Notarial Seal 

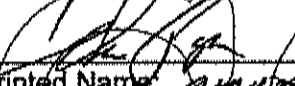

Notary Public

WITNESSES AS TO SECRETARY: ..

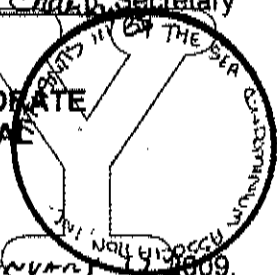
ATLANTIS III BY THE SEA
CONDOMINIUM ASSOCIATION, INC.


Printed Name: FREDERICK HARRIS


By: Nancy S. Chambers
Nancy S. Chambers, Secretary



Printed Name: NANCY S. CHAMBERS

STATE OF FLORIDA
COUNTY OF MANATEE

COPY
CORPORATE
SEAL


The foregoing instrument was acknowledged before me on JANUARY 12, 2009,
by NANCY CHAMBERS, as Secretary of Atlantis III by the Sea Condominium
Association, Inc. [] who is personally known to me, or [] who has produced
identification [Type of Identification: _____].

Notarial Seal 


Notary Public

COPY

EXHIBIT "A"

Tracts "C" and "D" according to the Survey of the South one-half (S-1/2) of Government Lot 5 of Section 2, and the North 605.23 feet of Government Lots 1 and 2 of Section 11, Township 37 South, Range 41 East, as shown in Plat Book 7, Page 13, Public Records of St. Lucie County, Florida.

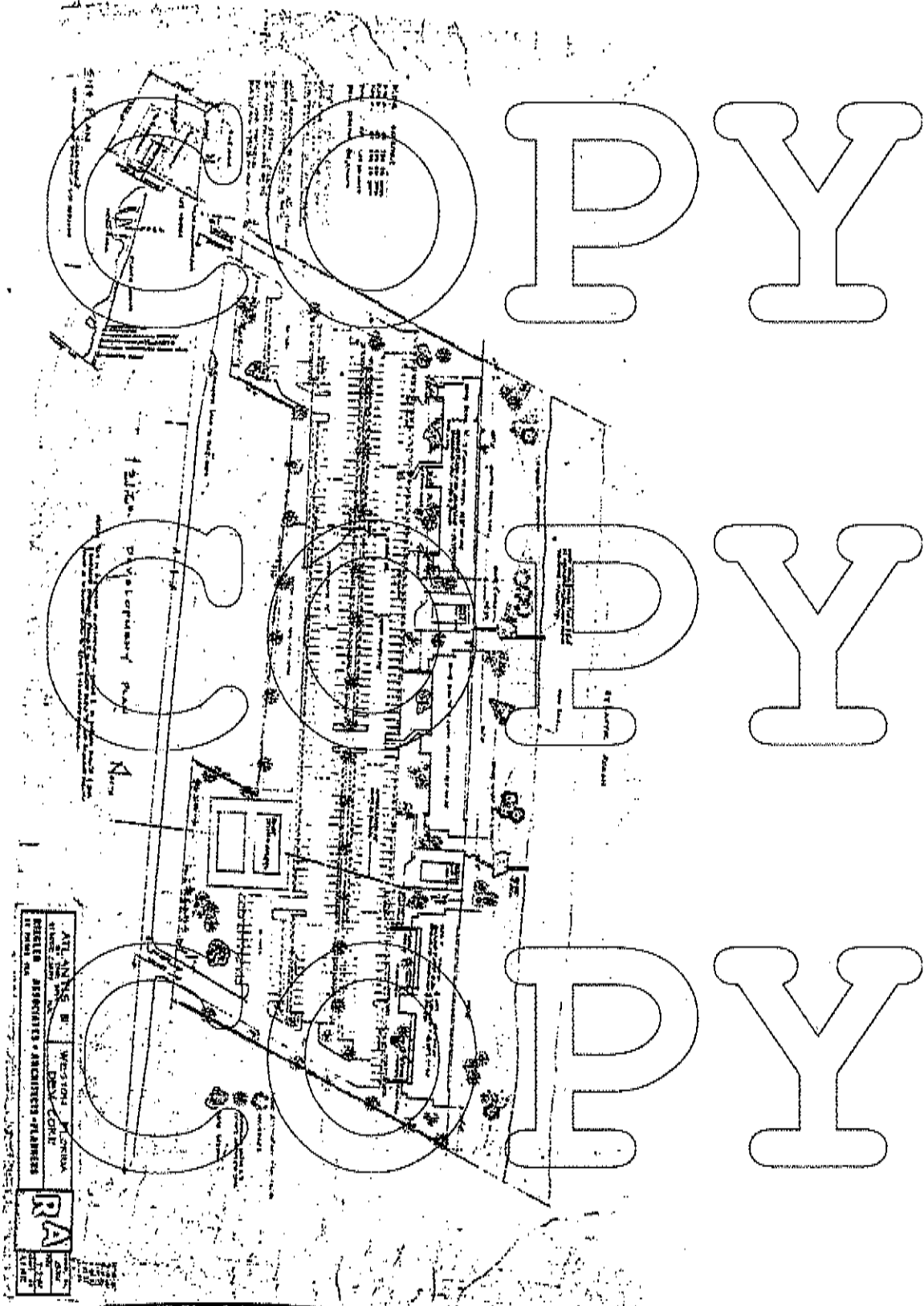
Less and Except a certain Parcel described as:

All that certain parcel/parcels of land and premises being known as Part of Section 2, Township 37 South, Range 41 East, and part of Section 11, Township 37 South, Range 41 East, situate in St. Lucie County, Florida and described as follows:

Starting at the Intersection of the center line of State Road A1A, having a Right of Way of 100 feet and the Division Line of Government Lots 1 and 2 and extending along said Division Line North $00^{\circ}13'47''$ East, a distance of 124.86 feet to a point, thence; North $23^{\circ}49'26''$ West, a distance of 313.9 feet to a point of curve, thence; Northwesternly along a curve to the right having a radius of 11409.20 feet, angle of $00^{\circ}19'13''$ and an arc length of 63.78 feet to a point, thence; North $89^{\circ}56'05''$ East, a distance of 93.85 feet to the point and place of beginning, thence; 1. South $89^{\circ}56'05''$ East, a distance of 501 feet, more or less to the Mean High Water Line of the Atlantic Ocean, thence; 2. Southeasterly along said Mean High Water Line a distance of 11 feet more or less to a point, thence; 3. North $88^{\circ}51'07''$ West, a distance of 501 feet more or less to the point and place of beginning.

COPY

COPY



CERTIFICATE OF ARCHITECT

This Certificate of Architect made this 10 day of May, 1982.

I, Hank Reigler, St. Lucie County, Florida certify as follows:

1. I am a registered architect, authorized and licensed to practice in the State of Florida.

2. This certificate is made as to ATLANTIS III BY THE SEA, a condominium located in Jensen Beach, St Lucie County, Florida, and in compliance with Section 718.104(4) of the Florida Statutes.

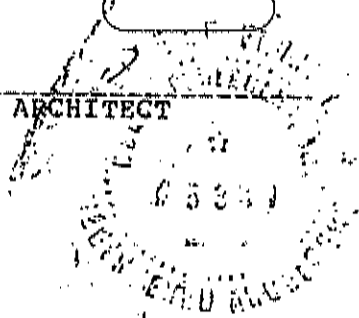
This certificate made this 10 day of May, 1982, by the undersigned is made pursuant to the provisions of Section 718.104(4) of the Florida Statutes, and is a certification that the survey and plot plan description, floor plans and other material in connection herewith, and that the construction of the improvements is substantially complete so that these materials, together with the provisions of the declaration describing the condominium property, is an accurate representation of the location and dimension of the common elements, and of each unit can be determined by these materials.

SURVEY WAS DONE BY OTHERS & CANNOT BE CERTIFIED BY ARCHITECT, CERTIFICATION OF SURVEY BY OTHERS

H.R.
HANK REIGLER, ARCHITECT

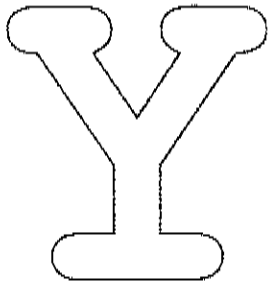
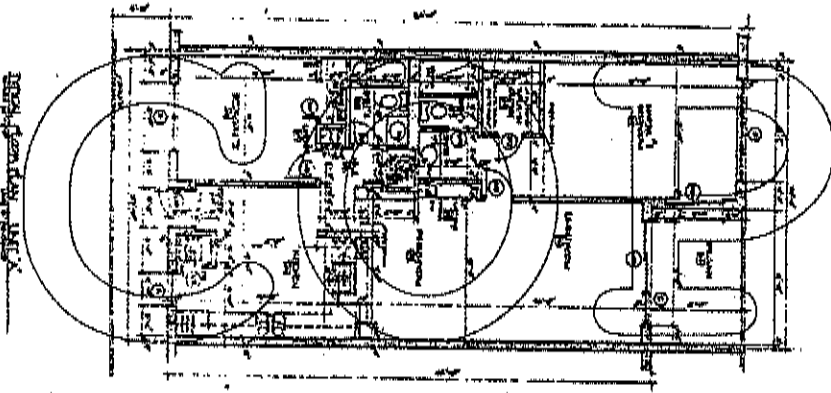
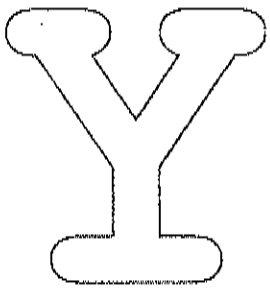
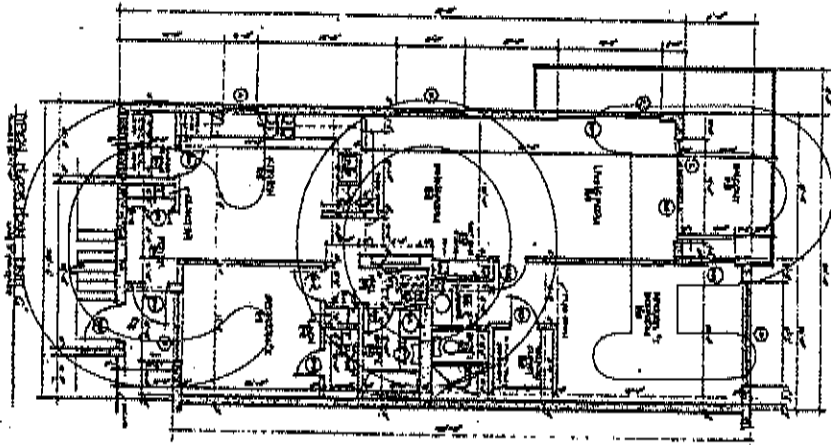
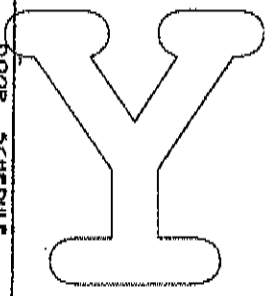
(SEAL)

EXHIBIT B₂
OR BOOK 376 PAGE 440



FLOOR SCHEDULE

NO.	ROOM	TYPE	FINISH	CEILING	FLOOR	WALLS	DOORS	WINDOWS	FIXTURES	NOTES
101	OFFICE	...	...	...	...	...	...	...	...	...
102	OFFICE	...	...	...	...	...	...	...	...	...
103	OFFICE	...	...	...	...	...	...	...	...	...
104	OFFICE	...	...	...	...	...	...	...	...	...
105	OFFICE	...	...	...	...	...	...	...	...	...
106	OFFICE	...	...	...	...	...	...	...	...	...
107	OFFICE	...	...	...	...	...	...	...	...	...
108	OFFICE	...	...	...	...	...	...	...	...	...
109	OFFICE	...	...	...	...	...	...	...	...	...
110	OFFICE	...	...	...	...	...	...	...	...	...
111	OFFICE	...	...	...	...	...	...	...	...	...
112	OFFICE	...	...	...	...	...	...	...	...	...
113	OFFICE	...	...	...	...	...	...	...	...	...
114	OFFICE	...	...	...	...	...	...	...	...	...
115	OFFICE	...	...	...	...	...	...	...	...	...
116	OFFICE	...	...	...	...	...	...	...	...	...
117	OFFICE	...	...	...	...	...	...	...	...	...
118	OFFICE	...	...	...	...	...	...	...	...	...
119	OFFICE	...	...	...	...	...	...	...	...	...
120	OFFICE	...	...	...	...	...	...	...	...	...
121	OFFICE	...	...	...	...	...	...	...	...	...
122	OFFICE	...	...	...	...	...	...	...	...	...
123	OFFICE	...	...	...	...	...	...	...	...	...
124	OFFICE	...	...	...	...	...	...	...	...	...
125	OFFICE	...	...	...	...	...	...	...	...	...
126	OFFICE	...	...	...	...	...	...	...	...	...
127	OFFICE	...	...	...	...	...	...	...	...	...
128	OFFICE	...	...	...	...	...	...	...	...	...
129	OFFICE	...	...	...	...	...	...	...	...	...
130	OFFICE	...	...	...	...	...	...	...	...	...
131	OFFICE	...	...	...	...	...	...	...	...	...
132	OFFICE	...	...	...	...	...	...	...	...	...
133	OFFICE	...	...	...	...	...	...	...	...	...
134	OFFICE	...	...	...	...	...	...	...	...	...
135	OFFICE	...	...	...	...	...	...	...	...	...
136	OFFICE	...	...	...	...	...	...	...	...	...
137	OFFICE	...	...	...	...	...	...	...	...	...
138	OFFICE	...	...	...	...	...	...	...	...	...
139	OFFICE	...	...	...	...	...	...	...	...	...
140	OFFICE	...	...	...	...	...	...	...	...	...
141	OFFICE	...	...	...	...	...	...	...	...	...
142	OFFICE	...	...	...	...	...	...	...	...	...
143	OFFICE	...	...	...	...	...	...	...	...	...
144	OFFICE	...	...	...	...	...	...	...	...	...
145	OFFICE	...	...	...	...	...	...	...	...	...
146	OFFICE	...	...	...	...	...	...	...	...	...
147	OFFICE	...	...	...	...	...	...	...	...	...
148	OFFICE	...	...	...	...	...	...	...	...	...
149	OFFICE	...	...	...	...	...	...	...	...	...
150	OFFICE	...	...	...	...	...	...	...	...	...



ATLANTIS II
 WESTON FLA. Dev. Corp.
 ARCHITECTS
 1100 N. W. 10th St.
 MIAMI, FLA.

EXHIBIT C₃

EXHIBIT "D"

**AMENDED AND RESTATED
ARTICLES OF INCORPORATION
OF
ATLANTIS III BY THE SEA CONDOMINIUM ASSOCIATION, INC.
A Corporation Not-for-Profit**

The purpose of these Amended and Restated Articles of Incorporation is to continue the purposes of the Articles of Incorporation originally filed with the Secretary of State for the State of Florida on April 8, 1981 and recorded in the Official Records of St. Lucie County, Florida at OR Book 376, Page 446, et. seq.

**ARTICLE I
NAME**

The name of the corporation is ATLANTIS III BY THE SEA CONDOMINIUM ASSOCIATION, INC., (a corporation not for profit). For convenience, the corporation shall be referred to in this instrument as the Association. The registered office of the corporation and the registered agent shall be as determined by the Board of Directors from time to time.

**ARTICLE II
PURPOSE**

A. The purpose for which the Association is organized is to provide an entity pursuant to Chapter 718, Florida Statutes, for the operation of a condominium known as ATLANTIS III BY THE SEA, which condominium is located in Hutchinson Island, St. Lucie County, Florida.

B. The Association shall make no distributions of income to its members, directors or officers.

**ARTICLE III
POWERS**

The powers of the Association shall include and 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 these Articles.

B. The Association shall have all of the powers and duties set forth in the Condominium Act, except as limited by these Articles and the Declaration of Condominium, and all of the powers and duties reasonably necessary to operate the

condominium pursuant to the Declaration of Condominium and as it may be amended from time to time, including but not limited to the following:

1. To make and collect assessments against dwelling unit owners to defray the costs, expenses and losses of the condominium.
 2. To use the proceeds of assessments in the exercise of its powers and duties.
 3. To maintain, repair, replace and operate the property of the condominium.
 4. To purchase insurance upon the property of the condominium and insurance for the protection of the Association and its members as dwelling unit owners.
 5. To reconstruct the improvements after casualty and to further improve the property.
 6. To make and amend reasonable regulations regarding the use of the property of the condominium.
 7. To approve or disapprove the transfer, mortgage and ownership of dwelling units as may be provided in the Declaration of Condominium and the Bylaws.
 8. To enforce by legal means the provisions of the Condominium Act, the Declaration of Condominium, these Articles, the Bylaws of the Association, and the Regulations for the use of the property of the condominium.
 9. To contract for the management of the condominium and to delegate to such contractors all powers and duties of the Association except such as are specifically required by the Declaration of Condominium to have the approval of the Board of Directors or the membership of the Association.
 10. To contract for the management or operation of portions of the common elements susceptible to separate management or operation, and to lease such portions.
 11. To employ personnel to perform the services required for proper operation of the condominium.
- C. The Association shall not have the power to purchase a dwelling unit of the condominium except at sales in foreclosure of liens for assessments for common expenses, at which sales the Association shall bid no more than the amount secured by its lien. This provision shall not be changed without the unanimous approval of the members and the joinder of all record owners of mortgages upon the condominium.

D. All funds and the titles of all properties acquired by the Association and their proceeds shall be held in trust for the members in accordance with the provisions of the Declaration of Condominium, these Articles of Incorporation and the Bylaws.

E. The powers of the Association shall be subject to and shall be exercised in accordance with the provisions of the Declaration of Condominium and the Bylaws.

ARTICLE IV
MEMBERS

A. The members of the Association shall consist of all the record owners of dwelling units in the condominium; and after termination of the condominium, shall consist of those who are members at the time of such termination and their successors and assigns.

B. After receiving the approval of the Association required by the Declaration of Condominium, change of membership in the Association shall be established by recording in the Public Records of St. Lucie County, Florida, a deed or other instrument establishing a record title to a dwelling unit in the condominium and the delivery to the Association of a certified copy of such instrument. The owner designated by such instrument thus becomes a member of the Association and the membership of the prior owner is terminated.

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

D. The owner of each dwelling unit shall be entitled to one vote as a member of the Association. The manner of exercising voting rights shall be determined by the Bylaws of the Association.

ARTICLE V
DIRECTORS

A. The affairs of the Association will be managed by a board consisting of the number of directors as determined by the Bylaws, but not less than three (3) directors, not more than five (5) directors. Directors must be members of the Association.

B. Directors of the Association shall be elected at the annual meeting of the members in the manner determined by the Bylaws. Directors may be removed and vacancies on the Board of Directors shall be filled in the manner provided by the Bylaws.

ARTICLE VI
OFFICERS

The affairs of the Association shall be administered by the officers designated in the Bylaws. The officers shall be elected by the Board of Directors at its first meeting following the annual meeting of the members of the Association and shall serve at the pleasure of the Board of Directors.

ARTICLE VII
INDEMNIFICATION

Every director and every officer of the Association shall be indemnified by the Association against all expenses and liabilities, including counsel fees, reasonably incurred by or imposed upon him in connection with any proceeding or any settlement of any proceeding to which he may be a party or in which he may become involved by reason or his being or having been a director or officer at the time such expenses are incurred, except when the director or officer is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties; provided that, in the event of a settlement, the indemnification shall apply only when the Board of Directors approves such settlement and reimbursement as being for the best interest of the Association. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such director or officer may be entitled.

ARTICLE VIII
BYLAWS

The Bylaws of the Association may be altered, amended or rescinded by the Directors and the members of the Association in the manner provided by the Bylaws.

ARTICLE IX
AMENDMENTS

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

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

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

Such approvals must be by not less than two-thirds (2/3) of the entire membership of the Board of Directors and by not less than two-thirds (2/3) of the votes of the entire membership of the Association.

C. Provided, however, that no amendment shall make any changes in the qualifications for membership nor the voting rights of members, nor any change in Section C of ARTICLE III without approval in writing by all members and the joinder of all record owners of mortgages upon the condominium. No amendment shall be made that is in conflict with the Condominium Act or the Declaration of Condominium.

D. A copy of each amendment shall be recorded in the Public Records of St. Lucie County, Florida.

**ARTICLE X
TERM**

The term of the Association shall be perpetual.

These Amended and Restated Articles of Incorporation for Atlantis III by the Sea Condominium Association, Inc. were approved by seventy-five percent (75%) of the entire membership on December 18, 2008.

IN WITNESS WHEREOF, the undersigned has caused these presents to be signed in its name, by its President and Secretary, and its corporate seal affixed on this 12th day of JANUARY 2009.

WITNESSES AS TO PRESIDENT:

ATLANTIS III BY THE SEA
CONDOMINIUM ASSOCIATION, INC.

Nancy S. Chambers
Printed Name: Nancy S. Chambers

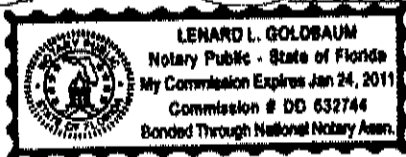
By: [Signature]
FREDERICK HEIN, President

[Signature]
Printed Name: [Signature]

STATE OF FLORIDA
COUNTY OF MARTIN


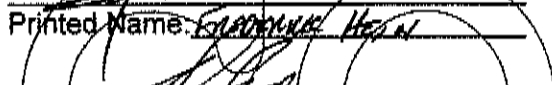
The foregoing instrument was acknowledged before me on JANUARY 17 2009, by FREDERICK HEIN, as President of Atlantis III by the Sea Condominium Association, Inc. [] who is personally known to me, or [] who has produced identification [Type of Identification: FLORIDA DRIVERS LICENSE].

Notarial Seal

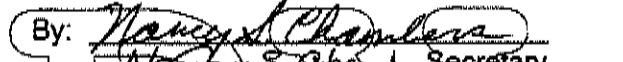
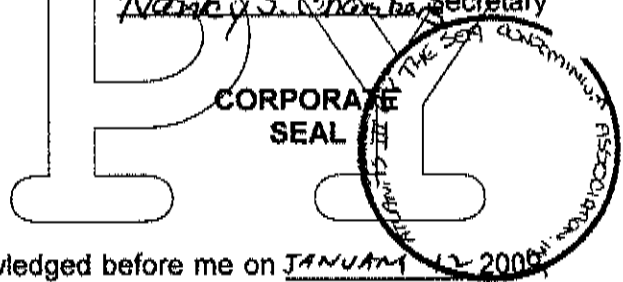


[Signature]
Notary Public

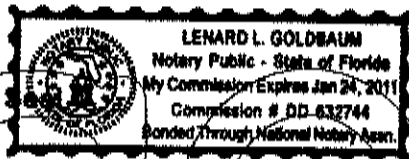
WITNESSES AS TO SECRETARY:



 Printed Name: EUDONIA HEAN

 Printed Name: EUDONIA HEAN
 STATE OF FLORIDA
 COUNTY OF MAXIM

ATLANTIS III BY THE SEA
CONDOMINIUM ASSOCIATION, INC.

By: 
Nancy S. Chambers Secretary


The foregoing instrument was acknowledged before me on JANUARY 12 2006 by NANCY CHAMBERS, as Secretary of Atlantis III by the Sea Condominium Association, Inc. [] who is personally known to me, or [] who has produced identification [Type of Identification: _____].

Notarial Seal 
LENARD L. GOLDBAUM
 Notary Public - State of Florida
 My Commission Expires Jan 24, 2011
 Commission # DD-632744
 Bonded Through National Notary Assn.


 Notary Public

COPY COPY

EXHIBIT "E"

**AMENDED AND RESTATED
BYLAWS
OF
THE ATLANTIS III BY THE SEA CONDOMINIUM ASSOCIATION, INC.**

A corporation not for profit
under the laws of the State of Florida

The purpose of these Amended and Restated Bylaws is to continue the purposes of the original Bylaws recorded in St. Lucie County, Florida at Official Records Book 376, Page 451, et. seq. and amended at OR Book 1465, Page 1093, et. seq.

**ARTICLE I
IDENTITY**

These are the Amended and Restated Bylaws of THE ATLANTIS III BY THE SEA CONDOMINIUM ASSOCIATION, INC., hereinafter called the "Association" a corporation not for profit under the laws of the State of Florida, organized pursuant to the provisions of Chapter 718, Florida Statutes, hereinafter referred to as the "Condominium Act"

A. The office of the Association shall be at 10200 South Ocean Drive, Jensen Beach, Florida.

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

C. The seal of the Association shall bear the name of the corporation, the word, "Florida", the words, "Corporation not for profit", and the year of incorporation.

**ARTICLE II
MEMBERS**

A. Members. The members of the Association shall consist of all who have been approved for membership by the Association, and have become record owners of apartments in the condominium.

B. After receiving approval of the Association required by the Declaration of Condominium and these Bylaws, a change of membership in the Association shall be established by recording in the public records of St. Lucie County, Florida, a conveying title to an apartment in the Condominium to another, and by delivery to the Association a copy of the recorded deed. The grantee in that deed shall then become a member of the Association, and the membership of the grantor in that deed shall be terminated.

C. The share of a member in the assets of the Association shall not be assigned, hypothecated, or transferred in any manner, except as an appurtenance to an apartment.

**ARTICLE III
MEMBERS' MEETINGS**

A. The annual members' meeting shall be held at the place designated by the Board of Directors at 7:30 p.m. on a day designated by the Board of Directors in January of each year, for the purpose of electing directors and transacting any other business authorized to be transacted by the members; provided, however, if that day is a legal holiday, the meeting shall be held at the same hour on the next day that is not a holiday.

B. Special members' meetings shall be held whenever called by the President or Vice President or by a majority of the Board of Directors, and must be called by such officers upon receipt of a written request from members entitled to cast fifty-one (51%) percent of the votes of the entire membership.

C. Notice of all members' meetings stating the time and place and the object for which the meeting is called shall be given the President or Vice President or Secretary unless waived in writing. Such notice shall be in writing to each member at his address as it appears on the books of the Association and shall be mailed not less than fourteen (14) nor more than forty-five (45) days prior to the date of the meeting. Notice of meeting may be waived before or after meetings. Notice of meetings shall be posted conspicuously on the condominium property not later than fourteen (14) days in advance of such meeting for the members' attention.

D. A quorum at members' meetings shall consist of persons entitled to cast a majority of the votes of the entire membership. The acts approved by a majority of the votes present at a meeting at which a quorum is present shall constitute the acts of the members, except when approval by a greater number of members is required by the Declaration of Condominium, the Articles of Incorporation or these Bylaws.

E. Voting.

1. In any meeting of members the owners of condominium units shall be entitled to cast one vote for each condominium unit owned.

2. If a condominium unit is owned by one person his right to vote shall be established by the record title to his unit. If any condominium unit is owned by more than one person, or is under lease, the person entitled to cast the vote for the condominium unit shall be designated by a certificate signed by all of the record owners of the condominium unit and filed with the Secretary of the Association. If a condominium unit is owned by a corporation, the person entitled to cast the vote for the condominium unit shall be designated by a certificate signed by the President or Vice

President and attested by the Secretary or Assistant Secretary of the corporation and filed with the Secretary of the Association. Such certificates shall be valid until revoked or until superseded by a subsequent certificate or until a change in the ownership of the condominium unit concerned. A certificate designating the person entitled to cast the vote of a condominium unit may be revoked by any owner of a condominium unit. If such a certificate is not on file, the vote of such owners shall not be considered in determining the requirement for a quorum nor for any other purpose.

F. Proxies. Votes may be cast in person or by proxy. A proxy may be made by any person entitled to vote and shall be valid only for the particular meeting designated in the proxy and must be filed with the Secretary before the appointed time of the meeting or any adjournment of the meetings.

G. Adjourned Meetings. If any meeting of the members cannot be organized because a quorum has not attended, the members who are present, either in person or by proxy, may adjourn the meeting from time to time until a quorum is present.

H. The order of business at annual members' meetings, and as far as practical at other members' meetings, shall be:

1. Call to order by President.
2. Processing and counting of ballots for Board of Directors.
3. Calling of the roll and certifying of proxies.
4. Proof of notice of meeting or waiver of notice.
5. Reading and disposal of any unapproved minutes.
6. Reports of officers.
7. Reports of committees.
8. Unfinished business.
9. New business.
10. Adjournment.

I. Minutes. Minutes of all meetings of unit owners shall be kept in a business like manner and available for inspection by unit owners and board members at all reasonable times with prior appointment.

**ARTICLE IV
DIRECTORS**

A. Membership. All members of the Board of Directors shall be members of the Association. The affairs of the Association shall be managed by a Board consisting of not less than three (3) nor more than five (5) directors.

B. Election of Directors shall be conducted in accordance with Florida Statute §718.112(2)(d)(2008), as amended from time to time in the following manner:

1. The election shall be by ballot (unless dispensed with by unanimous consent) and by a plurality of the votes cast, each person voting being entitled to cast his vote for each of as many nominees as there are vacancies to be filled. There shall be no cumulative voting.

2. Except as to vacancies created by removal of Directors by members, vacancies in the Board of Directors occurring between annual meetings of members shall be filled by the remaining Directors.

3. Any director may be removed in accordance with Florida Statute §718.112(2)(j)(2008), as amended from time to time.

C. The term of each director's service, subject to the provisions above, shall extend until the next annual meeting of the members and subsequently until his successor is duly elected and qualified or until he is removed in the manner elsewhere provided.

D. The organization meeting of a newly-elected Board of Directors shall be held within ten (10) days of their election at such place and times as shall be fixed by the Directors at the meeting at which they were elected, and no further notice of the organization meeting shall be necessary.

E. Regular meetings of the Board of Directors may be held at such time and place as shall be determined, from time to time, by a majority of the Directors. Notice of regular meetings shall be given to each Director, personally or by mail, telephone or electronic mail at least three (3) days prior to the day named for such meeting. Provided that the Board shall meet at least three (3) times each year.

F. Special meetings of the Directors may be called by the President and must be called by the Secretary at the written request of one-third (1/3) of the Directors. Not less than three (3) days notice of the meeting shall be given personally or by mail, telephone or electronic mail, which notice shall state the time, place and purpose of the meeting.

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

H. A quorum at Directors' meetings shall consist of a majority of the entire Board of Directors. The acts approved by a majority of those present at a meeting at which a quorum is present shall constitute the acts of the Board of Directors, except when approval by a greater number of Directors is required by the Declaration of Condominium, the Articles of Incorporation, or these Bylaws.

I. Adjourned meetings. If at any meeting of the Board of Directors there be less than a quorum present, the majority of those present may adjourn the meeting from time to time. No further notice need be given of an adjourned meeting.

J. Joinder in meeting by approval of minutes. The joinder of a Director in the action of a meeting by signing and concurring in the minutes of that meeting shall constitute the presence of such Director for the purpose of determining a quorum.

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

L. The order of business at Directors' meetings shall be:

1. Calling of roll.
2. Proof of due notice of meeting.
3. Reading and disposal of any unapproved minutes.
4. Reports of officers and committees.
5. Election of officers.
6. Unfinished business.
7. New business.
8. Adjournment.

M. Directors' fees, if any, shall be determined by members of the Association, and approval of any such fees shall require the affirmative vote of not less than two-thirds (2/3) of the entire membership of the Association.

N. Minutes. Minutes of all meetings of Directors shall be kept in a business like manner and available for inspection by unit owners and Board members at all reasonable times with prior appointment.

O. Open meetings. Except as provided by Florida Statutes §718.112(2)(c)(2008) as amended from time to time, Board meetings shall be open to all unit owners. Any unit owner may tape record or video tape meetings of the Board of Directors provided written notice of the intention to record or tape a meeting is given to the Board at least forty-eight (48) hours prior to the meeting. The right to attend such meetings includes the right to participate in such meetings with reference to all designated agenda items, subject to the rules adopted by the Association governing frequency, direction and manner of unit owner participation.

P. Posted Notice. Adequate notice of all Board meetings, which notice shall specifically incorporate an identification of agenda items, shall be posted conspicuously on the Condominium property at least forty-eight (48) continuous hours preceding a meeting, except in an emergency. Written notice of any Board meeting at which non-emergency special assessments or at which amendment to rules regarding unit use will be considered shall be mailed or delivered to the individual unit owners and posted conspicuously on the condominium or association property not less than fourteen(14) days prior to the meeting. Notice of any Board meeting at which assessments against unit owners are to be considered for any reasons shall specifically contain a statement

that assessments will be considered and the nature, estimated cost, and description of the purposes of any such assessments.

ARTICLE V
POWERS AND DUTIES OF
THE BOARD OF DIRECTORS

All of the powers and duties of the Association existing under the Condominium Act, Declaration of Condominium, Articles of Incorporation, and these Bylaws shall be exercised exclusively by the Board of Directors, its agents, contractors or employees, subject only to approval by condominium unit owners where such approval is specifically required.

ARTICLE VI
OFFICERS

A. The executive officers of the Association shall be a President, who shall be a Director, a Vice President, who shall be a Director, a Treasurer, a Secretary and an assistant Secretary, all of whom shall be elected annually by the Board of Directors and who may be peremptorily removed by vote of the directors at any meeting. Any person may hold two or more offices except that the President shall not be also the Secretary or Assistant Secretary. The Board of Directors, from time to time, shall elect such other officers and designate their powers and duties as the Board shall find to be required to manage the affairs of the Association.

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

C. The Vice President, in the absence or disability of the President, shall exercise the powers and perform the duties of the President. He also shall assist the President generally and exercise such other powers and perform such other duties as shall be prescribed by the Directors.

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

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

F. The compensation of all employees of the Association shall be fixed by the Directors. The provision that Directors' fees shall be determined by members shall not preclude the Board of Directors from employing a Director as an employee of the Association nor preclude the contracting with a Director for the management of the Condominium.

**ARTICLE VII
FISCAL MANAGEMENT**

The provisions for fiscal management of the Association set forth in the Declaration of Condominium and Articles of Incorporation shall be supplemented by the following provisions:

A. Accounts. The receipts and expenditures shall be credited and charged to accounts under the following classifications as shall be appropriate:

(1) Current expenses, which shall include all receipts and expenditures within the year for which the budget is made, including a reasonable allowance for contingencies and working funds, except expenditures chargeable to reserves, to additional improvements or to operations. The balance of this fund at the end of each year shall be applied to reduce the assessments for current expenses for the succeeding year.

(2) Reserve for deferred maintenance, which shall include funds for maintenance items that occur less frequently than annually.

(3) Reserve for replacement, which shall include funds for repair or replacement required because of damage, depreciation or obsolescence.

(4) Betterments, which shall include the funds to be used for capital expenditures for additional improvements or additional personal property that will be a part of the common elements.

(5) Operations, which shall include gross revenues from the use of common elements and from other sources. Only the additional direct expense required by any revenue producing operation will be charged to this account, and any surplus from any operation shall be used to reduce the assessments for current expense for the year during which the surplus is realized, or, at the discretion of the Board of Directors, in the year following the year in which the surplus is realized. Losses from operations shall be met by special assessments against condominium unit owners, which assessments may be made in advance in order to provide a working fund.

B. Budget.

(1) Adoption by Board of Directors. The Board of Directors shall adopt a budget for each calendar year that shall include the estimated funds required to defray the common expenses and to provide and maintain funds for the foregoing accounts and reserves. The adoption of a budget shall comply with the requirements hereinafter set forth:

(a) Notice of meeting. A copy of the proposed budget of common expenses shall be mailed to each unit owner not less than fourteen (14) days prior to the meeting at which the budget will be considered, together with a notice of that meeting indicating the time and place of such meeting.

(b) Revision of Budget.

(i) Special membership meeting. If a budget is adopted by the Board of Directors which requires assessment against unit owners in any year exceeding one hundred and fifteen (115%) percent of such assessments for the preceding year, as hereinafter defined, upon written application of ten (10%) percent of the unit owners, a special meeting of the unit owners shall be held within thirty (30) days of delivery of such application to the Board of Directors or any member thereof. The notice of said meeting shall state the purpose of the meeting being to consider and enact a revision of the budget.

(ii) Revision of budget. The revision of the budget adopted by the Board of Directors shall require the affirmative vote of not less than seventy-five (75%) percent of all unit owners.

(c) Approval of Budget by Membership. Notwithstanding the foregoing, the Board of Directors may, in any event, propose a budget to the unit owners at a meeting of members or by writing and if such budget or proposed budget be approved by a majority of the unit owners at the meeting or by majority of their whole number by a writing, such budget shall not thereafter be re-examined by the unit owners in the manner hereinabove set forth.

(d) Budget Requiring Assessments Against Unit Owners Exceeding One Hundred and Fifteen (115%) Percent of Assessments for the Preceding Year. In determining whether a budget requires assessment against unit owners in any year exceeding one hundred and fifteen (115%) percent of assessments for the preceding year, there shall be excluded in the computations any provisions for reasonable reserves made by the Board of Directors, in respect of anticipated expenses by the condominium association which are not anticipated to be incurred on a regular basis, and there shall be excluded from such computation assessments for betterments to the condominium property if the Bylaws so provide or allow the establishment of reserves, or assessments for betterments to be imposed by the Board of Directors.

C. Assessments. Assessments against the condominium unit owners for their share of the items of the budget shall be made for the calendar year annually in advance on or before December 31st preceding the year for which the assessments are made. Such assessments shall be due in equal installments, payable on a quarterly basis in advance. If an annual assessment is not made as required, an assessment shall be presumed to have been made in the amount of the last prior assessment, and quarterly installments on such assessment shall be due upon each installment payment date until changed by an amended assessment. In the event the annual assessment proves to be insufficient, the budget and assessments may be amended at any time by the Board of Directors. Unpaid assessments for the remaining portion of the calendar year for which an amended assessment is made shall be payable in as many equal quarterly installments as there are full quarters of the calendar year left as of the date of such amended assessment, each such quarterly installment to be paid in advance, commencing the first day of the next ensuing quarter. Provided, nothing herein shall serve to prohibit or prevent the Board of Directors from imposing a lump sum assessment in case of any immediate need or emergency.

D. Apportionment of Expenses. Costs and expenses attributable to or to be shared by more than one of the condominiums at Atlantis, such as, but not limited to, the maintenance of recreational areas, roadways and parking areas, the cost of maintaining facilities or services shared by more than one condominium, and the cost of labor or services wherein the labor or services are being provided to more than one condominium, shall be equitably apportioned by the Board of Directors to the condominium sharing such services, labor, or other benefits, and to whom such costs and expenses are attributable, and the proportionate share attributable to a condominium shall constitute a portion of its common expenses. Where benefits, services or labor are being shared on a substantially equal basis by condominiums, the basis of determining the proportionate share of such costs to each condominium shall be computed by multiplying the total cost by a fraction, the numerator of which shall be the total number of condominium apartment units in the condominium, and the denominator of which shall be the total number of apartments in the condominiums to which such common costs and expenses are attributable.

E. Acceleration of assessment installments upon default. If a condominium unit owner shall be in default in the payment of an installment upon an assessment, the Board of Directors may accelerate the remaining installments of the assessment upon notice to the condominium unit owner, and the then unpaid balance of the assessment shall be due upon the date stated in the notice, but not less than ten (10) days after the mailing of such notice to him by registered or certified mail.

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

G. Fidelity bonds shall be required by the Board of Directors for all persons handling or responsible for Association funds in such amount as shall be determined by the Board but in no event less than the maximum funds that will be in the custody of the Association at any one time. The premiums on such bonds shall be paid by the Association.

H. Financial Reporting. The Association shall prepare and complete a financial report for each fiscal year in accordance with Florida Statute §718.111(13)(2008) as amended from time to time.

ARTICLE VIII
PARLIAMENTARY RULES

Roberts' Rules of Order (latest edition) shall govern the conduct of the Association meetings when not in conflict with the Articles of Incorporation or these Bylaws.

ARTICLE IX
AMENDMENTS

A. A resolution of the adoption of a proposed amendment of these Bylaws may be proposed by either the Board of Directors of the Association or by the members of the Association. Members may propose such an amendment by instrument in writing directed to the President or Secretary of the Board signed by not less than ten (10%) percent of the membership. Amendments may be proposed by the Board of Directors by action of a majority of the Board at any regularly constituted meeting thereof. Upon an amendment being proposed as herein provided for, the President, or, in the event of his refusal or failure to act, the Board of Directors, shall call a meeting of the membership to be held within sixty (60) days for the purpose of considering said amendment. Directors and members not present in person or by proxy at the meeting considering the amendment may express their approval in writing providing such approval is delivered to the Secretary at or prior to the meeting. Except as elsewhere provided, such approvals must be either by:

1. ~~Not less than sixty-six and two-thirds (66-2/3%) percent of the entire membership of the Board of Directors and not by less than sixty-six and two-thirds percent (66-2/3%) of the votes of the entire membership of the Association.~~

2. In the alternative, an amendment may be made by an agreement signed and acknowledged by all condominium owners in the manner required for the execution of a deed, and such amendment shall be effective when recorded in the Public Records of St. Lucie County, Florida.

B. Proviso. Provided, however, that no amendment shall discriminate against any condominium unit owner nor against any condominium unit or class or group of units unless the condominium unit owners so affected consent. No

amendment shall be made that is in conflict with the Condominium Act, the Articles of Incorporation, or any of the provisions of the Declaration of Condominium.

C. Execution and Recording. A copy of each amendment shall be attached to a certificate certifying that the amendment was duly adopted as an amendment to the Bylaws, which certificate shall be executed by the officers of the Association with the formalities of a deed. The amendment shall be effective when such certificate and copy are duly recorded as an amendment, in the public records of St. Lucie County Florida.

**ARTICLE X
COMPLIANCE AND DEFAULT**

A. Violations. In the event of a violation (other than the non-payment of an assessment) by the apartment owner of any of the provisions of the Declaration of Condominium, these Bylaws, the rules and regulations of the Association or of the applicable portions of the Condominium Act, the Association, by direction of its Board of Directors, may notify the apartment owner by written notice of said breach, transmitted by mail, and if such violation shall continue, the Association, through its Board of Directors, shall have the right to treat such violation as an intentional, inexcusable, and material breach of the Declaration, of the Bylaws, or of the pertinent provisions of the Condominium Act, and the Association may, at its option, have the following election:

1. An action at law to recover for its damage, on behalf of the Association or on behalf of the other apartment owners.
2. An action in equity to enforce performance on the part of the apartment owner.
3. An action in equity for such other equitable relief as may be appropriate under the circumstances, including injunctive relief.
4. Perform maintenance on a Unit which the owner thereof has failed to perform, as provided in the Declaration.

The apartment owner so violating shall reimburse the Association for its reasonable attorney's fees incurred by it in bringing such action, including attorneys' fees for appellate proceedings, if any. If the Association fails to bring such action, an apartment owner, other than the violator, may bring an action on account of violation in the manner provided above. Any violations which are deemed by the Board of Directors to be a hazard to public health may be corrected immediately as an emergency matter by the Association, and the cost thereof shall be charged to the apartment owner as a specific item, which shall be a lien against said apartment with the same force and effect as if the charge were a part of the common expenses.

In addition to all other remedies, in the sole discretion of the Board of Directors, a fine may be levied against an apartment owner for the failure of the apartment owner, its

occupant, licensee, or invitee to comply with any provision of the Declaration, these Bylaws or the rules and regulations of the Association. Any such fines shall be levied in accordance with Florida Statute §718.303(3)(2008) as amended from time to time.

B. Negligence or Carelessness of Apartment owner, etc. All apartment owners shall be liable for the expense of any maintenance, repair or replacement rendered necessary by his act, neglect, or carelessness, or by that of any member of his family, or his or their guests, employees, agents or lessees, but only to the extent that such expense is not met by the proceeds of insurance carried by the Association. Such liability shall include any increase in insurance rates occasioned by use, misuse, occupancy, or abandonment of any apartment or its appurtenances. Nothing herein contained, however, shall be construed so as to modify any waiver by insurance companies of rights of subrogation. The expense for any maintenance, repair or replacement required, as provided in this section, shall be charged to said apartment owner as a specific item, which shall be a lien against said unit with the same force and effect as if the charge were a part of the common expenses.

C. Costs and Attorneys' Fees. In any proceeding arising because of an alleged default by an apartment owner, the prevailing party shall be entitled to recover the costs of the proceeding and such reasonable attorneys' fees as may be determined by the Court, including attorneys' fees for appellate proceedings, if any.

D. No Waiver of Rights. The failure of the Association or of an apartment owner to enforce any right, provision, covenant or condition, which may be granted by the Condominium document, shall not constitute a waiver of the right of the Association or apartment owner to enforce such right, provision, covenant or condition in the future.

E. No Election of Remedies. All rights, remedies and privileges granted to the Association or apartment owner, pursuant to any terms, provisions, covenants or conditions of the Condominium documents, shall be deemed to be cumulative, and the exercise of any one or more shall not be deemed to constitute an election of remedies, nor shall it preclude the party thus exercising the same from exercising such other and additional rights, remedies or privileges as may be granted to such other party by Condominium documents, or at law, or in equity.

WE HEREBY CERTIFY that the foregoing Amended and Restated By-Laws of Atlantis III by the Sea Condominium Association, Inc. were approved by not less than sixty-six and two-thirds percent (66-2/3%) of the entire Board of Directors and by not less than fifty-one percent (51%) of the members of the Association.

IN WITNESS WHEREOF, the undersigned has caused these presents to be signed in its name by its President, its Secretary and its corporate seal affixed this day of JANUARY 12, 2009.

WITNESSES AS TO PRESIDENT:

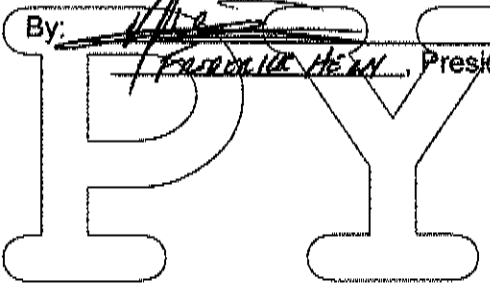
Nancy S. Chambers
Printed Name: Nancy S. Chambers

[Signature]
Printed Name: Christina Papp

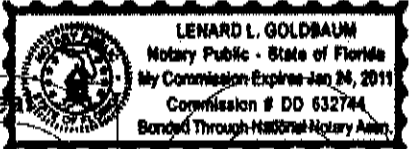
STATE OF FLORIDA
COUNTY OF MARTIN

ATLANTIS III BY THE SEA
CONDOMINIUM ASSOCIATION, INC.

By: [Signature]
FREDRICK HEIN, President



The foregoing instrument was acknowledged before me on JANUARY 12, 2009,
by FREDRICK HEIN, as President of Atlantis III by the Sea Condominium
Association, Inc. [] who is personally known to me, or [] who has produced
identification [Type of Identification: _____].



Notarial Seal

[Signature]
Notary Public

Notary Public

WITNESSES AS TO SECRETARY:

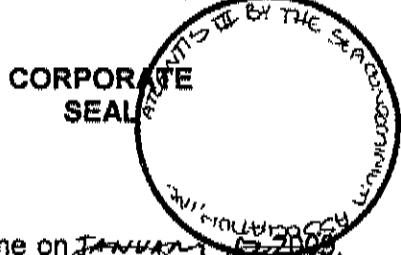
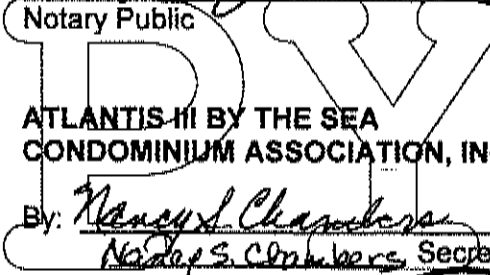
[Signature]
Printed Name: FREDRICK HEIN

[Signature]
Printed Name: Christina Papp

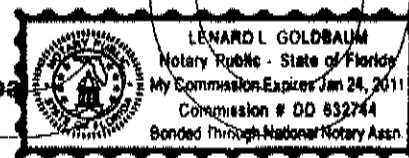
STATE OF FLORIDA
COUNTY OF MARTIN

ATLANTIS-III BY THE SEA
CONDOMINIUM ASSOCIATION, INC.

By: Nancy S. Chambers
Nancy S. Chambers, Secretary



The foregoing instrument was acknowledged before me on JANUARY 12, 2009,
by NANCY CHAMBERS, as Secretary of Atlantis III by the Sea Condominium
Association, Inc. [] who is personally known to me, or [] who has produced
identification [Type of Identification: _____].



Notarial Seal

[Signature]
Notary Public

Notary Public

COPY

Record and Return To: **LEI**
Wackeen, Cornett & Googe, P.A.
P.O. Box 66
Stuart, FL 34995

**CERTIFICATE OF AMENDMENT
TO THE
DECLARATION OF CONDOMINIUM OF THE
ATLANTIS III BY THE SEA,
A CONDOMINIUM**

**Hutchinson Island, Jensen Beach
St. Lucie County, Florida**

COPY

The Declaration of Condominium of Atlantis III By The Sea has been recorded in the Public Records of St. Lucie County, Florida, at Official Records Book 376 Page 412. The same Declaration of Condominium is hereby amended as approved by the members of Atlantis III By the Sea Condominium Association, Inc.

1. Article XII to the Declaration of Condominium, Use Restrictions, of Atlantis III By The Sea, a condominium, is amended by adding Section N., Hurricane Shutters, as follows:

ARTICLE XII

USE RESTRICTIONS

N. **Hurricane Shutters.** No later than May 27th, 1997, all condominium units above the first floor must have installed hurricane shutters on the balcony and bedroom oceanside, at the expense of the individual condominium unit owner. End condominium units must also have hurricane shutters installed on the north and south side windows, also to be done at the expense of the individual owner. Any and all shutters must be approved, in advance, as to style and color.

2. All provisions of the Declaration of Condominium of The Atlantis III By The Sea are herein confirmed and shall remain in full force and effect, except as specifically amended herein.

Joanne Holman, Clerk of the Circuit Court - St. Lucie County
File Number: 1497269 OR BOOK 1034 PAGE 1217
Recorded: 09-09-96 10:38 A.M.

COPY

IN WITNESS WHEREOF, the undersigned has caused these presents to be signed in its name by its President, its Secretary and its corporate seal affixed this 17 day of August, 1996.

WITNESSES:

Terri Klagen
 Witness signature
Terri Klagen
 Printed Name of Witness

Crista Thompson
 Witness signature
Crista Thompson
 Printed Name of Witness

Stephanie Sank
 Witness signature
Stephanie Sank
 Printed Name of Witness

Debra K. Woerner
 Witness signature
Debra K. Woerner
 Printed Name of Witness

Atlantis III By The Sea, Association, Inc.
 By: William J. Sullivan
 its President

By: Debra K. Woerner
 its Secretary

COPY
 CORPORATE SEAL

STATE OF FLORIDA
 COUNTY OF ST. LUCIE

The foregoing instrument was acknowledged before me this 17th day of August, 1996, by William J. Sullivan and N/A who are personally known to me or who have produced identification [Type of Identification: _____].

COPY

Debra K. Woerner
 Signature
Debra K. Woerner
 Printed Name

DEBRA K. WOERNER
 Notary Public, State of New York
 No. 01W05018069
 Qualified in Suffolk County
 Commission Expires Sept. 20, 1997

Commission Stamp/Seal:
 Commission Expires: 9-20-97
 Commission No: 01W05018069

OR BOOK 1034 PAGE 1218

COPY

CERTIFICATE

Atlantis III By The Sea, Association, Inc. by its duly authorized officers, hereby certifies that the amendment to the Declaration of Condominium of Atlantis III By The Sea, Association, Inc., a copy to which this is attached, was adopted as approved by the members of the members of Atlantis III By the Sea Condominium Association, Inc.
EXECUTED this 19 day of August, 1996.

WITNESSES:

TERRI KLAGER
Witness signature
TERRI KLAGER
Printed Name of Witness
STEPHANIE SARKIS
Witness signature
STEPHANIE SARKIS
Printed Name of Witness
ARMAD DASKI
Witness signature
ARMAD DASKI
Printed Name of Witness
PEGGY FREAD
Witness signature
PEGGY FREAD
Printed Name of Witness

Atlantis III By The Sea, Association, Inc.

By: William J. Sullivan
its President
Ronald M. Posca
its Secretary

COPY

CORPORATE SEAL

STATE OF FLORIDA New York
COUNTY OF Suffolk

The foregoing instrument was acknowledged before me this 19 day of August, 1996 by William J. Sullivan N/A who are personally known to me or who have produced identification [Type of Identification: _____].

Neil W. Toner
Signature
Neil W. Toner
Printed Name
Commission Stamp/Seal:
Commission Expires:
Commission No: #4854162

NEIL W. TONER
Notary Public, State of Florida
No. 4854162
Qualified in Suffolk County
Commission Expires 3/10/1998

This Document Prepared By: Wackeen, Cornett & Googe, P.A.
Post Office Box 66, Stuart, FL 34995

OR BOOK 1034 PAGE 1219

COPY

JOANNE HOLMAN, CLERK OF THE CIRCUIT COURT - SAINT LUCIE COUNTY
File Number: 1985049 OR BOOK 1465 PAGE 1093
Recorded: 12/11/01 09:14

CERTIFICATE OF AMENDMENT
TO THE
BY-LAWS
OF
THE ATLANTIS III BY THE SEA CONDOMINIUM ASSOCIATION, INC.

A corporation not for profit
under the laws of the State of Florida

The By-Laws of Atlantis III By The Sea Condominium Association, Inc. have been recorded in the public records of St. Lucie County, Florida at Official Records Book 376, Page 451 et. seq. The same By-Laws are amended as approved by the membership by vote sufficient for approval at a Special Members' Meeting held on October 10, 2001.

1. Article III is hereby amended as follows:

ARTICLE III

DIRECTORS

B. Election of Directors shall be conducted in accordance with Florida Statute §718.112(2)(d)(2000), ~~as amended from time to time in the following manner:~~

1. The election shall be by ballot (unless dispensed with by unanimous consent) and by a plurality of the votes cast, each person voting being entitled to cast his vote for each of as many nominees as there are vacancies to be filled. There shall be no cumulative voting.

2. Except as to vacancies created by removal of Directors by members, vacancies in the Board of Directors occurring between annual meetings of members shall be filled by the remaining Directors from the condominiums that had elected the Director to the vacated seat.

Record and Return to:

Cornett, Googe, Ross & Earle, P.A.
P.O. Box 66
Stuart, Florida 34995

COPY

OR BOOK 1465 PAGE 1094

3. Any director may be removed in accordance with Florida Statute §718.112(2)(j)(2000), as amended from time to time.
2. The foregoing amendment to the By-Laws of Atlantis III By The Sea Condominium Association, Inc. was adopted by the membership by a vote sufficient for approval at a Special Members' Meeting held on October 10, 2001.
3. The adoption of this amendment appear upon the minutes of said meeting and is unrevoked.
4. All provisions of the By-Laws of Atlantis III By The Sea Condominium Association, Inc. are herein confirmed and shall remain in full force and effect, except as specifically amended herein.

IN WITNESS WHEREOF the undersigned has caused these presents to be signed in its name by its President, its Secretary and its corporate seal affixed this 26TH day of NOVEMBER, 2001.

WITNESSES:

ATLANTIS III BY THE SEA
CONDOMINIUM ASSOCIATION, INC.

Arpad Ratzki
Witness #1 Signature

By: Marian Kroscher
Marian Kroscher, President

ARPAD RATKI
Printed Name of Witness

Jessie Kinier
Witness #2 Signature

JESSIE KINIER
Printed Name of Witness

Arpad Ratzki
Witness #1 Signature

ARPAD RATKI
Printed Name of Witness

Jessie Kinier
Witness #2 Signature

JESSIE KINIER
Printed Name of Witness

By: Melvin E. Chambers
Melvin Chambers, Secretary

CORPORATE
SEAL



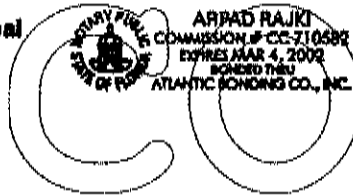
COPY

OR BOOK 1465 PAGE 1095

STATE OF FLORIDA
COUNTY OF ST. LUCIE

The foregoing instrument was acknowledged before me on NOVEMBER 30, 2001
by Marian Kroscher, as President of Atlantis III By The Sea Condominium Association, Inc.
 who is personally known to me, or who has produced identification [Type of
identification: _____].

Notarial Seal



Arpad Rajki
Notary Public
Printed Name: ARPAD RAJKI
Commission Expires: _____

STATE OF FLORIDA
COUNTY OF ST. LUCIE

The foregoing instrument was acknowledged before me on NOVEMBER 30, 2001
by Melvin Chambers, as Secretary of Atlantis III By The Sea Condominium Association,
Inc. who is personally known to me, or who has produced identification [Type of
identification: _____].

Notarial Seal



Arpad Rajki
Notary Public
Printed Name: ARPAD RAJKI
Commission Expires: _____

COPY

OR BOOK 1465 PAGE 1096

CERTIFICATE

Atlantis III By The Sea Condominium Association, Inc., by its duly authorized officers, hereby certifies that the amendment to the By-Laws, a copy to which this is attached hereto, was duly and regularly adopted and passed by a vote sufficient for approval by the membership at a Special Members; Meeting held on October 10, 2001.

WITNESSES:

ATLANTIS III BY THE SEA
CONDOMINIUM ASSOCIATION, INC.

Arpad R. Rajki
Witness #1 Signature

ARPAD RAJKI
Printed Name of Witness

Jesse Kinser
Witness #2 Signature

JESSE KINSER
Printed Name of Witness

Arpad R. Rajki
Witness #1 Signature

ARPAD RAJKI
Printed Name of Witness

Jesse Kinser
Witness #2 Signature

JESSE KINSER
Printed Name of Witness

By: Marion Kroscher
Marion Kroscher, President

By: Melvin S. Chambers
Melvin Chambers, Secretary

CORPORATE
SEAL



COPY

OR BDDK 1465 PAGE 1097

STATE OF FLORIDA
COUNTY OF ST. LUCIE

The foregoing instrument was acknowledged before me on NOVEMBER 30, 2001
by Marian Kroecher, as President of Atlantis III By The Sea Condominium Association, Inc.
[] who is personally known to me, or [] who has produced identification [Type of
identification: _____].

Notarial Seal



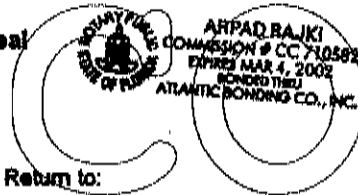
Arpad Rajki
Notary Public
Printed Name: ARPAD RAJKI
Commission Expires: _____

COPY

STATE OF FLORIDA
COUNTY OF ST. LUCIE

The foregoing instrument was acknowledged before me on NOVEMBER 30, 2001
by Melvin Chambers, as Secretary of Atlantis III By The Sea Condominium Association,
Inc. [] who is personally known to me, or [] who has produced identification [Type of
identification: _____].

Notarial Seal



Arpad Rajki
Notary Public
Printed Name: ARPAD RAJKI
Commission Expires: _____

COPY

Record and Return to:

Cornett, Googe, Ross & Earle, P.A.
P.O. Box 66
Stuart, FL 34995

COPY

JOANNE HOLMAN, CLERK OF THE CIRCUIT COURT - SAINT LUCIE COUNTY
File Number: 1985048 (OR BOOK 1465 PAGE 1086)
Recorded: 12/11/01 09:14

**CERTIFICATE OF AMENDMENTS
TO THE
DECLARATION OF CONDOMINIUM
OF
ATLANTIS III BY THE SEA,
A CONDOMINIUM**

COPY

Hutchinson Island, Jensen Beach
St. Lucie County, Florida

The Declaration of Condominium of Atlantis III By The Sea, A Condominium has been recorded in the public records of St. Lucie County, Florida at Official Records Book 376, Page 412 et seq., and amended at Official Records Book 1034, Page 1217 et seq. The same Declaration of Condominium is amended as approved by the membership by vote sufficient for approval at a Special Members' Meeting held on October 10, 2001.

1. Articles VII and XII are hereby amended as follows:

ARTICLE VII

MAINTENANCE, ALTERATION AND IMPROVEMENT

Responsibility for the maintenance of the condominium property and restrictions upon its alteration and improvements shall be as follows:

- A. Dwelling Units.
 1. By the Association. The Association shall maintain, repair and replace at the Association's expense:

Record and Return to:
Comett, Googe, Ross & Earle, P.A.
P.O. Box 86
Stuart, Florida 34995

COPY

OR BOOK 1465 PAGE 1087

- a. All portions of a dwelling unit, except interior surfaces, contributing to the support of the apartment building, which portions shall include but not be limited to the outside walls of the apartment building and all fixtures on its exterior, boundary walls of dwelling units, floor and ceiling slabs, load-bearing columns and load-bearing walls.
 - b. All conduits, ducts, plumbing, wiring and other facilities for the furnishing of utility services to more than one (1) dwelling unit.
 - c. All incidental damage caused to a dwelling unit by such work shall be repaired promptly at the expense of the Association.
2. By the dwelling unit owner. The responsibility of the dwelling unit owner shall be as follows:
- a. To maintain, repair and replace at his expense all portions of his dwelling unit except the portions to be maintained, repaired and replaced by the Association. The portions of the dwelling unit to be maintained by the dwelling unit owner shall include but not be limited to the windows, doors, balcony railings, drywall, wall coverings, floor coverings and conduits, ducts, plumbing, wiring and other facilities for the furnishing of utility services exclusively to the dwelling unit. Such shall be done without disturbing the rights of other dwelling unit owners.
 - b. Not to paint or otherwise decorate or change the appearance of any portion of the exterior of the apartment building without the approval of the Association.
 - c. To promptly report to the Association any defect or need for repairs for which the Association is responsible.
 - d. To maintain, replace and repair all hurricane shutters on the exterior of his dwelling unit which must be on the inside of the screens, provided, however, that the Association shall have the authority to approve the purchase and initial installation of same.

(The balance of Article VII remains unchanged)

COPY

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ARTICLE XII

USE RESTRICTIONS

The use of the condominium property shall be in accordance with the following provisions as long as the condominium exists and the apartment building or buildings in useful condition exist upon the land.

B. Use of Parking Spaces. Use of parking spaces will be as assigned pursuant to the regulations of the Association or if there is no such assignment, then on a first come, first serve basis.

C. Vehicles. The only vehicles permitted to park on the condominium property are:

1. Passenger automobiles;
2. Non-commercial trucks, vans and sport utility vehicles used as passenger vehicles with windows all around and passenger seating and are no more than 75" in height, 78" in width and 202" in length.
3. Commercial vehicles involved in work being performed on condominium property during time of service only;

All other vehicles are prohibited on the condominium property, including but not limited to, motorcycles, boats, trailers, trucks, recreational vehicles, commercial vehicles not performing services on the condominium property and trucks, vans and sport utility vehicles in excess of 75" in height, 78" in width and 202" in length. In the event of doubt as to whether a vehicle is prohibited or permitted under the foregoing provision, the determination of the Board of Directors shall be binding and conclusive. It shall be the responsibility of an owner to seek and ascertain such determination, if needed, prior to bringing the vehicles onto the condominium property.

J. Hurricane Shutters. Hurricane shutters may be installed by the owner in accordance with the specifications adopted by the Association. Hurricane shutters, in accordance with the specifications adopted by the Association must be installed on the balconies and bedrooms in units above the first floor and on the ocean side. Additionally, hurricane shutters must be installed on all north and south side windows of end condominium units.

(The balance of Article XII remains unchanged)

COPY

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2. The foregoing amendments to the Declaration of Condominium of Atlantis III By The Sea, A Condominium were adopted by the membership by a vote sufficient for approval at a Special Members' Meeting held on October 10, 2001.

3. The adoption of these amendments appear upon the minutes of said meeting and is unrevoked.

4. All provisions of the Declaration of Condominium of Atlantis III By The Sea Condominium Association, Inc. are herein confirmed and shall remain in full force and effect, except as specifically amended herein.

IN WITNESS WHEREOF, the undersigned has caused these presents to be signed in its name by its President, its Secretary and its corporate seal affixed this 30th day of NOVEMBER, 2001.

WITNESSES:

ATLANTIS III BY THE SEA
CONDOMINIUM ASSOCIATION, INC.

Arpad Razi
Witness #1 Signature

ARPAD RAZI
Printed Name of Witness

Jesse Kinser
Witness #2 Signature

JESSE KINSER
Printed Name of Witness

Arpad Razi
Witness #1 Signature

ARPAD RAZI
Printed Name of Witness

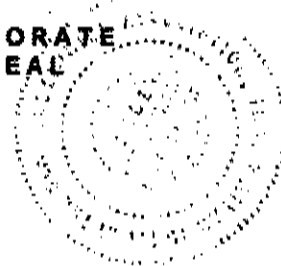
Jesse Kinser
Witness #2 Signature

JESSE KINSER
Printed Name of Witness

By: Marian Kroscher
Marian Kroscher, President

By: Melvin Chambers
Melvin Chambers, Secretary

CORPORATE
SEAL



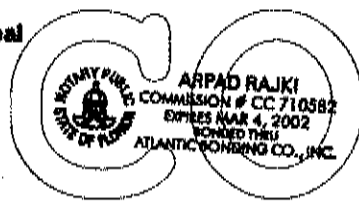
COPY

OR BOOK 1465 PAGE 1090

STATE OF FLORIDA
COUNTY OF ST. LUCIE

The foregoing instrument was acknowledged before me on NOVEMBER 30, 2001
by Marien Krocher, as President of Atlantis III By The Sea Condominium Association, Inc.
[X] who is personally known to me, or [] who has produced identification [Type of
identification: _____].

Notarial Seal



Arrpad Rajki
Notary Public
Printed Name: ARRPAD RAJKI
Commission Expires: _____

STATE OF FLORIDA
COUNTY OF ST. LUCIE

The foregoing instrument was acknowledged before me on NOVEMBER 30, 2001
by Melvin Chambers, as Secretary of Atlantis III By The Sea Condominium Association,
Inc. [X] who is personally known to me, or [] who has produced identification [Type of
identification: _____].

Notarial Seal



Arrpad Rajki
Notary Public
Printed Name: ARRPAD RAJKI
Commission Expires: _____

COPY

OR BOOK 1465 PAGE 1091

CERTIFICATE

Atlantis III By The Sea Condominium Association, Inc., by its duly authorized officers, hereby certifies that the amendments to the Declaration of Condominium, a copy to which this is attached hereto, was duly and regularly adopted and passed by a vote sufficient for approval by the membership at a Special Members Meeting held on October 10, 2001.

WITNESSES:

ATLANTIS III BY THE SEA
CONDOMINIUM ASSOCIATION, INC.

Alpad Rasli
Witness #1 Signature

ALPAD RASLI
Printed Name of Witness

By: Marian Kroscher
Marian Kroscher, President

Jesse Kinsea
Witness #2 Signature

JESSE KINSEA
Printed Name of Witness

Alpad Rasli
Witness #1 Signature

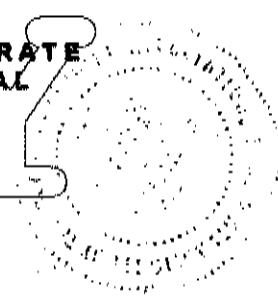
ALPAD RASLI
Printed Name of Witness

By: Melvin T. Chambers
Melvin Chambers, Secretary

Jesse Kinsea
Witness #2 Signature

JESSE KINSEA
Printed Name of Witness

CORPORATE
SEAL



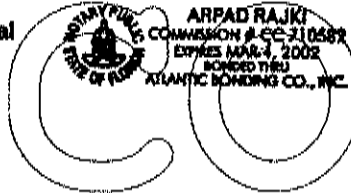
COPY

OR BOOK 1465 PAGE 1092

STATE OF FLORIDA
COUNTY OF ST. LUCIE

The foregoing instrument was acknowledged before me on NOVEMBER 30, 2001
by Merian Kroscher, as President of Atlantis III By The Sea Condominium Association, Inc.
[X] who is personally known to me, or [] who has produced identification [Type of
identification: _____].

Notarial Seal



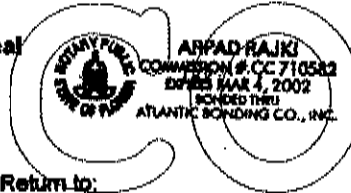
Arpad Rajki
Notary Public
Printed Name: ARPAD RAJKI
Commission Expires: _____

COPY

STATE OF FLORIDA
COUNTY OF ST. LUCIE

The foregoing instrument was acknowledged before me on NOVEMBER 30, 2001
by Melvin Chambers, as Secretary of Atlantis III By The Sea Condominium Association,
Inc. [X] who is personally known to me, or [] who has produced identification [Type of
identification: _____].

Notarial Seal



Arpad Rajki
Notary Public
Printed Name: ARPAD RAJKI
Commission Expires: _____

COPY

Record and Return to:

Cornett, Googe, Ross & Earle, P.A.
P.O. Box 66
Stuart, FL 34965