

**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 31<sup>st</sup> 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

Chris Papp  
Printed Name: CHRISTOPHER PAPP

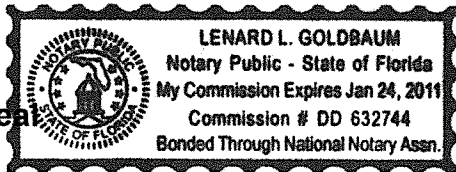
ATLANTIS III BY THE SEA  
CONDOMINIUM ASSOCIATION, INC.

By: FREDERICK HEIN, President

STATE OF FLORIDA  
COUNTY OF MANATEE

The foregoing instrument was acknowledged before me on JANUARY 12, 2009, by FREDERICK 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

WITNESSES AS TO SECRETARY:

FREDERICK HEIN  
Printed Name: FREDERICK HEIN

Chris Papp  
Printed Name: CHRISTOPHER PAPP

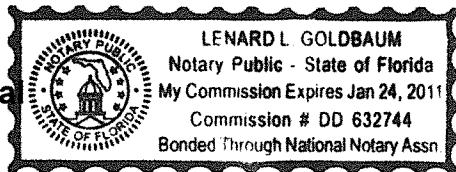
ATLANTIS III BY THE SEA  
CONDOMINIUM ASSOCIATION, INC.

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

STATE OF FLORIDA  
COUNTY OF MANATEE

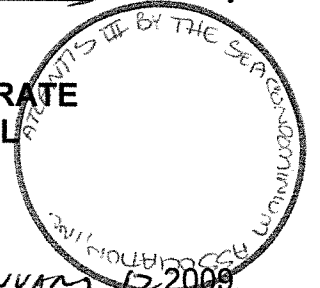
The foregoing instrument was acknowledged before me on JANUARY 12, 2009, by NANCY CHAMBERS, as Secretary of Atlantis III by the Sea Condominium Association, Inc. [] who is personally known to me, or [] who has produced identification [Type of Identification: \_\_\_\_\_].

Notarial Seal



[Signature]  
Notary Public

CORPORATE  
SEAL



JAN 15 2009