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Declaration and Articles of Incorporation of this Association as the Board of Directors shall so assess each individual owner for his percentage of the tax as it shall actually be assessed, and each owner shall pay such assessment as herein provided for regular assessments, and the Association shall have the same rights and remedies as herein provided for regular assessments. Except as otherwise provided, decisions and resolutions of the Association shall require approval by a majority of Owners.

Section 2. Place of Meeting. Meeting of the Association shall be held at the principal office of the development or such other suitable place convenient to the owners as may be designated by the Board of Directors.

Section 3. Annual Meeting. The annual members' meeting of the Association shall be held at 7:00 P.M. on the third Tuesday in March of each year, for the purpose of electing directors and transacting any other business authorized to be transacted by the members. Florida Statutes require that unit owners meet at least once in each calendar year and such meeting shall be the annual meeting.

Section 4. Special Meetings. It shall be the duty of the President to call a special meeting of the owners as directed by resolution of the board of directors or upon a petition signed by ten (10%) percent of the owners and having been presented to the Secretary. The notice of any special meeting shall state the time and place of such meeting and the purpose thereof. No business shall be transacted at a special meeting except as stated in the notice unless by consent of four-fifths of the votes present, either in person or by proxy.

Section 5. Notice of Meetings. It shall be the duty of the Secretary to mail to each unit owner and to post at a conspicuous place on the condominium property a notice of each annual or special meeting, stating the purpose thereof as well as the time and place where it is to be held, at least fourteen (14) days prior to such meeting. An Affidavit signed by an Association Officer shall be retained as proof of such mailing. Unit owners may waive notice of meetings in writing prior to, at or after said meeting which waiver shall be filed as part of the minutes of the meeting.

Section 6. Adjourned Meetings. If any meeting of owners cannot be organized because a quorum has not attended, the owners who are present, either by proxy or in person, may adjourn the meeting to a time not more than forty-eight (48) hours from the time the original meeting was called.

Section 7. Order of Business. At annual members' meetings and as far as practical at other members' meeting, the order of business shall be:

- a. Election of chairman of meeting
- b. Calling of the roll and certifying proxies
- c. Proof of notice of meeting or waiver of notice
- d. Reading and disposal of any unapproved minutes
- e. Election of inspectors of election
- f. Election of directors
- g. Reports of officers
- h. Reports of Committees
- i. Unfinished business
- j. Adopt and approve a budget
- k. New Business
- l. Adjournment.

Section 8. Parliamentary Rules. Roberts Rules of Order (latest edition) shall govern the conduct of Association and Board of Directors meetings when not in conflict with the Declaration of Condominium, Articles of Incorporation or these By-Laws.

Section 9. Indemnification of Directors and Officers. The Association shall indemnify any and all persons who may serve or who have served at any time as Directors or officers, and their respective heirs, administrators, successors and assigns, against any and all expenses, including amounts paid upon judgments, counsel fees, and amounts paid in settlements (before or after suit is commenced), actually and necessarily incurred by such persons in connection with the defense or settlement of any claim, action, suit or proceeding in which they, or any of them, are made parties, or a party, or which may be asserted against them, or any of them, by reason of having been Directors or officers, or a Director or Officer of the Association, except in such cases wherein the Director or officer is adjudged guilty of willful misfeasance, or malfeasance, in the performance of his duties. Such indemnification shall be in addition to any rights to which those indemnified may be entitled under any law, by-law, agreement, vote of members, or otherwise.

ARTICLE IV

Board of Directors

Section 1. Number and Qualifications. The initial Board of Administration referred to herein as the Board of Directors consists of three (3) persons; however, after sales by the Developer have been closed and titled out on 15% of the units, the number of Directors of the corporation shall be automatically increased to five (5), all of whom, except those Directors designated by the Developer in accordance with these By-Laws, must be owners of units in the Condominium. The directors of the Association shall have a fiduciary relationship to the unit owners.

Section 2. Election. Election of directors shall be conducted

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in the following manner:

a. Election of directors shall be held at the annual members' meeting.

b. A nominating committee of five (5) members shall be appointed by the Board of Directors not less than 30 days prior to the annual members' meeting. The committee shall nominate one person for each director then serving. Nominations for additional directorships created at the meeting shall be made from the floor and other nominations may be made from the floor.

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

d. Except as to vacancies provided 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.

e. Provided, however, that within sixty (60) days after sales by Developer have been closed and titled out on 15% of the units, the number of Directors of the corporation shall be automatically increased to five (5), and the Association shall call a meeting of the owners, giving not less than thirty (30) nor more than forty (40) days notice of such meeting, and at such meeting the unit owners other than the Developer shall be entitled to elect a total of two (2) Directors to hold office until the next annual meeting of the Association at which time their successors shall be elected in accordance with these By-Laws or until the management of the condominium project is transferred to the Association by the Developer. Within three (3) years, after sales by the Developer have been closed on fifty (50%) percent of the units that will be operated ultimately by the corporation, or three (3) months after sales have been closed by the Developer on ninety (90%) percent of the units or when all of the units that will ultimately be operated by the corporation have been completed, some of them sold, and none of the others are being offered for sale by the Developer in the ordinary course of business, whichever shall first occur, the Developer shall call a meeting of the corporation of all the unit owners and at such meeting the unit owners shall elect five (5) directors and a formal transfer of the management of the Association shall be made. As long as the Developer holds for sale in the ordinary course of business at least 5% of the units in the condominium project, Developer shall be entitled to elect one (1) member of the Board of Directors of the Association, however, Developer may waive such right. The number of directors may be further increased to seven (7) by a majority vote of all unit owners.

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Section 3. Term. The term of each directors's service 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.

Section 4. Powers and Duties. The Board of Directors shall have the powers and duties necessary for the administration of affairs of the Association and may do all such acts and things as are not by law, or by these By-Laws, directed to be exercised and done by the owners.

Section 5. Other Duties. In addition to the duties imposed by these By-Laws or by the Resolutions of the Association, the Board of Directors shall be responsible for the following:

a. Shall comply with all the terms and conditions of the Declaration.

b. Care and upkeep of the condominium and the common areas and facilities and limited common areas and facilities.

c. Collection of monthly assessments from the owners.

d. Employ, dismiss, and control the personnel necessary for the maintenance and operation of the project, the common areas and facilities and the limited common areas and facilities.

Section 6. Vacancies. Vacancies in the Board of Directors caused by any reason other than the removal of a director by a vote of the owners as herein provided shall be filled by the vote of the majority of the remaining Directors, even though they may constitute less than a quorum; and each person so elected shall be a Director until a successor is elected at the next annual meeting of the Association.

Section 7. Removal of Directors. At the regular or any special meeting of the members duly called for that purpose; any one or more of the Directors may be removed with or without cause by a majority vote of all unit owners, and a successor may then and there be elected to fill the vacancy thus created. Any Director whose removal has been proposed shall be given an opportunity to be heard at the meeting. Such meeting may be called by 10% of the unit owners giving notice as required by law.

Section 8. Organization Meeting. The first meeting of a newly elected Board of Directors shall be held within ten (10) days of election at such place as shall be fixed by the Directors at the meeting at which such Directors were elected, and no notice shall be necessary to the newly elected directors in order legally to constitute such meeting, providing a majority of the whole Board shall be present.

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Section 9. Regular Meetings. 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, but at least two such meetings shall be held during each fiscal year. Notice of regular meetings of the Board of Directors shall be given to each Director, personally or by mail, telephone or telegraph at least ten (10) days prior to the day named for such meeting.

Section 10. Special Meetings. Special Meetings of the Board of Directors may be called by the President on three (3) days notice to each Director, given personally or by mail, telephone or telegraph, which notice shall state the meeting time place (as hereinabove provided) and purpose of the meeting. Special meetings of the Board of Directors shall be called by the President or Secretary in like manner and like notice on the written request of at least 3 directors.

Section 11. Waiver of Notice. Before, at, or after any meeting of the Board of Directors, any Director may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Director at any meeting of the Board shall be a waiver of notice by him of the time and place thereof. If all the Directors are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

Section 12. Board of Directors' Quorum. At all meetings of the Board of Directors, a majority of the Directors shall constitute a quorum for the transaction of business, and the acts of the majority of the Directors present at a meeting at which a quorum is present shall be the acts of the Board of Directors. 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. At any such adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice. Proxies or written concurrence of the acts or transactions may not be used for purposes of creating a quorum.

Section 13. Notice of Board of Directors Meeting to Unit Owners. Notwithstanding any other provisions of these By-Laws, all meetings of the Board of Directors shall be opened to all unit owners and notices of meeting shall be posted at a conspicuous place on the condominium property forty-eight (48) hours in advance of the meeting for the attention of unit owners except in an emergency.

Section 14. Management Firm. The Association may employ a management firm to assist in the operation and supervision of the Condominium. Said firm shall be entitled to notice of all Directors Meetings and shall be entitled to attend the Directors Meetings and it may designate such persons as it desires to attend such

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meetings on its behalf.

ARTICLE V

Section 1. Designation. The principal officers of the Association shall be a President, a Vice President a Secretary and a Treasurer, all of whom shall be elected by the Board of Directors and all of whom shall be members of the Board of Directors. The Directors may appoint an assistant treasurer, and an assistant secretary, and such other officers as in their judgment may be necessary. The officers of the Association shall have a fiduciary relationship to the unit owners.

Section 2. Election of Officers. The officers of the Association shall be elected annually by the Board of Directors at the organization meeting of each new Board, and shall hold office at the pleasure of the Board.

Section 3. Removal of Officers. Upon an affirmative vote of a majority of the members of the Board of Directors, any officer may be removed, either with or without cause, and his successor elected at any regular meeting of the Board of Directors, or at any special meeting of the Board called for such purpose.

Section 4. President. The President shall be the chief executive officer of the Association. He shall preside at all meetings of the Association and of the Board of Directors. He shall have all of the general powers and duties which are usually vested in the office of the president of an association including, but not limited to, the power to appoint committees from among the owners, from time to time as he may, in his discretion, decide is appropriate to assist in the conduct of the affairs of the Association.

Section 5. Vice President. The Vice President shall take the place of the President and perform his duties whenever the President shall be absent or unable to act. If neither the President nor the Vice President is able to act, the Board of Directors shall appoint some other member of the Board to so do on an interim basis. The vice president shall also perform such other duties as shall from time to time be imposed upon him by the Board of Directors.

Section 6. Secretary. The Secretary shall keep in a book in a businesslike manner the minutes of all meetings of the Board of Directors and the minutes of all meetings of the Association all of which minutes shall be available for inspection by unit owners and Board members at all reasonable times; such minutes shall be retained for a period of not less than seven (7) years; he shall have charge of such books and papers as the Board of Directors may direct; and he shall, in general, perform all of the duties incident to the office of Secretary.

Section 7. Treasurer. The Treasurer shall have responsibility for Association funds and securities and shall be responsible for keeping full and accurate accounts of all receipts and disbursements in books belonging to the Association in accordance with good accounting practices which shall be open to unit owners or their authorized representatives at reasonable times and written summaries of which shall be supplied at least annually to unit owners or their authorized representatives. Such accounting records shall include a record of all receipts and expenditures, an account for each unit which shall designate the name and address of the unit owner, the amount of each assessment, the dates and amounts in which the assessments come due, the amounts paid upon the account and the balance due. He shall be responsible for the deposit of all monies and other valuable effects in the name, and to the credit of the Association in such depositories as may from time to time be designated by the Board of Directors.

Section 8. Fidelity Bonding. All officers or employees of the Association who control or disburse funds of the Association shall be covered by a fidelity bond in such amount as the Board of Directors may determine is adequate to safeguard the funds of the Association.

ARTICLE VI

Fiscal Management

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

Section 1. Accounts. The receipts and expenditures of the Association shall be credited and charged to accounts under classifications as shall be appropriate, all of which expenditures shall be common expenses.

Section 2. Budget. The Board of Directors shall adopt a budget for each calendar year. In addition to annual operating expenses, the budget shall include reserve accounts for capital expenditures and deferred maintenance. A copy of the proposed annual budget of common expenses shall be mailed to the unit owners not less than thirty (30) days prior to the meeting at which the budget will be considered. The unit owners shall be given written notice of the time and place at which a meeting of the Board of Directors to consider the budget shall be held, and such meeting shall be open to the unit owners. If a budget is adopted by the Board of Directors which requires assessment against the unit owners in any fiscal or calendar year exceeding 115% of the assessment for the preceding year, upon written application of ten percent (10%) of the unit owners, a special meeting of the unit owners shall be held upon not less than ten

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(10) days written notice to each unit owner, but within thirty (30) days of the delivery of such application to the Board of Directors or any member thereof, at which special meeting unit owners may consider and enact a revision of the budget, or recall any and all members of the Board of Directors and elect their successors. In either case, the revision or the budget or the recall of any and all members of the Board of Directors shall require a vote of not less than a majority of the whole number of votes of all unit owners. 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 the unit owners at the meeting, or by a 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 nor shall the Board of Directors be recalled under the terms of this section. In determining whether assessments exceed 115% of similar assessments in prior years, there shall be excluded in the computation any provision for reasonable reserves made by the Board of Directors in respect to repair or replacement of the condominium property or in respect of anticipated expenses by the Condominium Association which are not anticipated to be incurred on a regular or annual basis and there shall be excluded from such computation, assessment for betterments to the condominium project. Provided, however, that so long as the Developer is in control of the Board of Directors the Board shall not impose an assessment for a year greater than 115% of the prior fiscal or calendar year's assessments without approval of a majority of the unit owners. Such proposed annual budget and budget adopted shall take into account those items specified in the Declaration and these By-Laws and as may be provided by law from time to time.

Section 3. Assessments. Assessments against the 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 10, preceding the year for which the assessments are made. Such assessment shall be payable in twelve (12) equal monthly installments on the 1st day of each month commencing on January 1, of the year for which the assessment is made. 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 monthly 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 by the Board of Directors if the accounts of the amended budget do not exceed the limitations for that year. The amendments of any account that does exceed the limitation as provided in these By-Laws shall be subject to notices and procedures as required in these By-Laws. The unpaid assessments for the remaining portion of the calendar year for which the amended assessment is made shall be due in monthly payments. Assessments shall be paid monthly and in amounts no less than are required to provide funds in advance for payment of

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all of the anticipated current operating expenses and for all of the unpaid operating expenses previously incurred. Any funds remaining at the end of the year or at the direction of the Board of Directors may be applied to reduce the assessment for the following year.

Section 4. Acceleration of Assessment Installments Upon Default. If a unit owner shall be in default in the payment of an installment upon an assessment, the Board of Directors may accelerate the remaining installments of an assessment for a period of time not to exceed a quarter, upon notice to the unit owner, and then the unpaid balance of the assessment shall come due upon the date stated in the notice but not less than ten (10) days after delivery of the notice to the unit owner, or not less than twenty (20) days after the mailing of such notice to him by registered or certified mail, whichever shall first occur.

Section 5. Assessments for Emergencies. Assessments for common expenses of emergencies that cannot be paid from the annual assessments for common expenses shall be made only after notice of the need for such is given to the unit owners. After such notice and upon approval in writing by persons entitled to cast more than one half of the votes of the unit owners, the assessment shall become effective, and it shall be due after 30 days' notice in such manner as the Board of Directors of the Association may require in the notice of assessment.

Section 6. Additional Assessments. Additional assessments may be made, upon affirmative vote of a majority of the unit owners, to establish reserves for capital improvements. Such funds are to be earmarked for specific capital improvements and are to be considered as contributions of capital. Notice of any meeting where assessments are to be discussed must contain a statement that assessments will be discussed and the nature of the assessment.

Section 7. Legal Action, Requirement to Notify Unit Owners. 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 and they shall have the right to intervene and defend. A copy of each insurance policy obtained by the Association shall be made available for inspection by unit owners at reasonable times.

Section 8. Assessment for Charges. Charges by the Association against members for other than Common Expense shall be payable in advance. Charges for other than Common Expenses may be made only after approval of a member and may include, but shall not be limited to, charges for the use of condominium property when such usage and charges are authorized by the Declaration and Florida

law, maintenance services furnished at the expense of a member and other services furnished for the benefit of a member.

ARTICLE VII

Obligations of the Owners

Section 1. Assessments. Owners are obligated to pay the assessments imposed by this Association against their respective units to meet all project communal expenses. All owners agree to pay the taxes on their unit whether assessed directly or assessed against the condominium as a whole and prorated by the Board of Directors.

Section 2. Negligence of Unit Owner. All unit 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 Unit or its appurtenances. Nothing herein contained however, shall be construed so as to modify any waiver by an insurance company of its rights of subrogation. The expense for any maintenance, repair or replacement required, as provided in this Section, shall be charged to said Unit Owners as a specific item and if same remains unpaid for a period of fifteen (15) days after notice to the unit owner, the Association may pursue any remedy provided by Florida law.

Section 3. Maintenance and Repair.

a. Each unit owner must perform promptly all maintenance and repair work within his own unit, which if omitted would affect the condominium in its entirety or a part belonging to other owners, each unit owner being expressly responsible for the damage and liability that his failure to do so may cause.

b. Repairs to installations within the unit, such as water, light, gas, power, sewage, telephone, air conditioners, sanitary installations, doors, windows, lamps, and other accessories belonging to the unit are, except those items which by the Declaration are specifically the responsibility of the Association, shall be at the owner's expense, unless the repair is covered by insurance.

Section 4. Use of Family Units - Internal Changes.

a. All units shall be utilized as a single family private dwelling for the use of the owner and members of his family, his social guests, lessees, licensees, invitees or tenants.

b. An owner, other than the Developer shall not make structural (THIS SPACE LEFT BLANK INTENTIONALLY)

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modifications or alterations in his unit or installations located therein except in the manner provided in the Declaration and these By-Laws.

Section 5. Use of Common Areas and Facilities and Restricted Common Areas and Facilities. An owner shall not place or cause to be placed in the lobbies, stairways, vestibules, and other common areas and facilities furniture, obstructions, or objects of any kind. Such areas shall be furnished by the Association and used for normal transit through them.

Section 6. Right of Entry.

a. Each unit owner hereby grants the right of entry to the manager or to any other persons authorized by the Board of Directors of the Association in case of emergency originating in or threatening his unit, whether the owner is present at the time or not.

b. An owner shall permit representatives of the Association when so required, to enter his unit for the purpose of performing installations, alteration, or repairs incident to his or other units, regarding mechanical, electrical or plumbing services; provided that requests for entry are made in advance and that such entry is at a time convenient to the owner. In case of an emergency, such right of entry shall be immediate.

Section 7. Rules of Conduct.

The Board of Directors of the Association may adopt Rules and Regulations governing the conduct of unit owners in accordance with the provisions of these By-Laws.

ARTICLE VIII

Rules and Regulations, Committees

Section 1. Adoption. The Board of Directors of the Association shall have the power by a two-thirds vote of all of the members of the Board of Directors, to adopt Rules and Regulations for the operation of the Condominium, for the use of condominium property and governing the conduct of the unit owners.

Section 2. Committees. The Board of Directors of the Association shall have the power, by a two-thirds vote of all of the members of the Board of Directors, to adopt Rules and Regulations establishing committees for the following purposes:

- a. Budget
- b. Parking Control
- c. Pet Control
- d. Recreation Facilities
- e. Such other purposes as the Board of Directors may establish

The Board of Directors may establish by resolution the purposes of each committee, outline its mission and its authority, and determine the number of members to serve on the committees and their qualifications and appoint the members of such committees who shall serve at the pleasure of the Board of Directors.

ARTICLE IX

Enforcement

(a) Review Committee. For the purposes of enforcing the terms and provisions of the Declaration of Condominium and the Articles of Incorporation of Atlantic 22 Condominium Association, Inc., the By-Laws and the rules and regulations adopted by the Board of Directors, is hereby created and established the Atlantic 22 Review Committee.

(b) Composition. The Atlantic 22 Review Committee shall consist of five (5) members, all of whom shall be unit owners and at least one (1) of whom shall be a member of the Board of Directors of the Association. The members of the committee shall be appointed by the Board of Directors and shall serve for a term of one (1) year and thereafter until their successor is appointed. The committee shall elect its own chairman and its own secretary who shall keep minutes of all proceedings of the committee.

(c) Duty to Investigate. It shall be the duty of the committee to investigate any alleged violation of the terms and provisions of the Declaration of Condominium, the Articles of Incorporation of Atlantic 22 Condominium Association, Inc., these By-Laws and the Rules and Regulations adopted by the Board of Directors of the Association. Alleged violations may be brought to the committee by a complaint in writing signed by a unit owner and may be referred to the committee by the Board of Directors or the committee may act upon its own motion.

(d) Written Complaint. An action under this section may be initiated upon the filing of a written complaint by any member of the Association or by any officer or member of the Board of Directors with the Board. The complaint shall constitute a written statement of charges which shall set forth in ordinary and concise language the acts or omissions with which the respondent is charged, to the end that the respondent will be able to prepare his defense. The complaint shall specify the specific provisions of The Condominium Act, the Declaration of Condominium, Articles of Incorporation, By-Laws or Rules and Regulations which the respondent is alleged to have violated, but shall not consist merely of charges phrased in the language of such provisions without supporting facts.

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(e) Service of Complaint. Upon the filing of the complaint, the Board shall serve a copy thereof on the respondent by any of the following means: (1) personal delivery or (2) by registered or certified mail, return receipt requested, and addressed to respondent, at the address appearing on the books of the Association. Service by mailing or posting shall be deemed delivered and effective two (2) days after such posting and mailing in a regular depository of the United States Mail. The complaint shall be accompanied with a postcard or other written form entitled "Notice of Defense" which, when signed by the respondent, or on behalf of respondent, will constitute a notice of defense hereunder. No order adversely affecting the rights of the respondent shall be made in any case, unless the respondent shall have been served as provided herein. The matter shall then be referred to the Review Committee for hearing.

(f) Notice of Hearing. Along with service of complaint, the committee shall serve a Notice of Hearing, as provided herein, on all parties at least fourteen (14) days prior to the hearing. The notice to the respondent shall be substantially in the following form but may include other information.

"You are hereby notified that a hearing will be held before the Atlantic 22 Review Committee at _____, on the _____ day of _____, 19____, at the hour of _____ upon the charges made in the complaint served upon you. You may be present at the hearing, may but need not be represented by counsel, may have a court reporter present at the hearing, may present any relevant evidence and you will be given full opportunity to cross examine all witnesses testifying against you. You are entitled to compel the attendance of witnesses and the production of books, documents or other items by applying to the Board of Directors of the Association."

If any of the parties can, within twenty-four (24) hours, show good cause as to why they cannot attend the hearing on the set date and indicate times and dates on which they would be available the committee may reset the time and date of hearing and promptly deliver notice of the new hearing date.

(g) Notice of Defense. Service of complaint and Notice of Hearing shall be accompanied by a Notice of Defense.

The Notice of Defense shall state the respondent may:

(1) Attend a hearing before the committee a hereinafter provided;

(2) Object to a complaint upon the grounds that it does not state acts or omissions upon which the committee may

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proceed;

(3) Object to the form of the complaint on the grounds that it is so indefinite or uncertain that the respondent cannot identify the violating behavior or prepare his defense; or

(4) Admit to the complaint in whole or in part. In such event the committee shall meet to determine appropriate action or penalty, if any. Any objections to the form or substance of the complaint shall be considered by the committee within ten (10) days of their receipt. The committee shall notify said parties within said ten (10) day period. If the complaint is insufficient, the complaining party shall have seven (7) days within which to amend the complaint to make it sufficient. The same procedure as set forth above shall be followed with respect to any amended or supplemental complaint. If it is determined by the committee that the complaint is still insufficient, then the matter shall be dismissed by the committee.

(h) Cease and Desist Orders. The committee may, at its own discretion, issue a cease and desist order, along with the complaint statement to respondent and Notice of Defense, such cease and desist order to be substantially in the following form:

"The Atlantic 22 Review Committee has received the attached complaint."

"The committee hereby requests that you CEASE AND DESIST such acts or actions until such time, if any, as a ruling of the committee or court of law permits.

"Failure to comply with this request may result in penalty greater than that which would be imposed

for a single violation."

i. Amended or Supplemental Complaints. At any time prior to the hearing date, the committee may file or permit the filing of an amended or supplemental complaint. All parties shall be notified thereof in the manner herein provided. If the amended or supplemental complaint presents new charges, the committee shall afford the respondent a reasonable opportunity to prepare his defense thereto.

j. Discovery. Upon written request to the other party, made prior to the hearing and within fifteen (15) days after service of the complaint by the committee or within ten (10) days after service of any amended or supplemental complaint, either party is entitled to (1) obtain the names and addresses of witnesses to the extent known to the other party, and (2) inspect and make a copy of any statements, writing and investigate reports

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relevant to the subject matter of the hearing. Nothing in this section, however, shall authorize the inspection or copying of any writing or thing which is privileged from disclosure by law or otherwise made confidential or protected as the attorney's work product. Any party claiming his request of discovery has not been complied with shall submit a petition to compel discovery with the committee. The committee shall make a determination and issue a written order setting forth the matters or parts thereof which the petitioner is entitled to discover.

k. Notarized Statements. At any time ten (10) or more days prior to a hearing or a continued hearing, any party shall mail or deliver to the opposing party a copy of any sworn statement which that party proposes to introduce in evidence together with a notice as provided below. Unless the opposing party, within seven (7) days after such mailing or delivery, mails or delivers to the proponent a request to cross-examine such author is not afforded after request is made as herein provided, the statement may be introduced in evidence; but shall be given only the same effect as hearsay evidence.

l. Constraints on the Committee. It shall be incumbent upon each member of the committee to make a determination as to whether he is able to function in a disinterested and objective manner in consideration of the case before it. Any member incapable of such objective consideration of the case shall disclose such to the committee and remove himself from the proceedings and have it so recorded in the minutes.

In any event, the respondent may challenge any member of the committee for cause, where a fair and impartial hearing cannot be afforded, at any time prior to the taking of evidence and testimony at the hearing. In the event of such a challenge, the committee shall meet to determine the sufficiency of the challenge. If a majority of the committee sustains the challenge, the president shall appoint a member to replace the challenged member of the committee.

m. Hearing.

(1) Whenever the committee has commenced to hear the matter and a member of the committee is forced to withdraw prior to a final determination, the remaining members shall continue to hear the case and the President shall replace the withdrawing member. Oral evidence shall be taken only on oath or affirmation administered by an officer of the Association.

(2) Each party shall have these rights: to call and examine witnesses; to introduce exhibits; to cross-examine opposing witnesses; and to rebut the evidence against him. Even if the respondent does not testify on his own behalf, he may still be called and examined as if under cross-examination.

(3) The hearing need not be conducted according to technical rules relating to evidence and witnesses. Generally, any relevant evidence shall be admitted if it is the sort of evidence on which responsible persons are accustomed to rely in the conduct of serious affairs, regardless of the existence of any common law or statutory rule which might make improper the admission of such evidence over objection in civil actions. Hearsay evidence may be used for the purpose of supplementing or explaining other evidence, but shall not be sufficient in itself to support a finding.

(4) The chairman of the committee shall serve as hearing officer and preside over the hearing. At the beginning of the hearing, the hearing officer shall explain the rules and procedures by which the hearing is to be conducted. Generally, each principal is entitled to make an opening statement, starting with the complaint. Then each party is entitled to produce evidence, witnesses and testimony and to cross-examine the witnesses and opposing party. Then each party is entitled to make a closing statement. Any party may waive the rights to exercise any part of this process, and the committee is entitled to exercise its discretion as to the specific manner in which the hearing will be conducted, so long as the above rights are protected.

n. Authorized Action. At the conclusion of testimony, the committee shall deliberate the evidence. By a vote of its members the committee shall determine whether the allegations as presented constitute a violation. If the committee concludes that a violation has taken place, it may have the following elections.

(1) Reprimand.

(2) Levying a fine in such amount as may be reasonable under the circumstances, and consistent with Florida Law.

(3) Authorized the initiation of appropriate action.

o. Fines. Fines levied by the committee pursuant to this Article VIII shall be collectible in any manner allowed by Florida Law.

p. Appeals. In the event either party is aggrieved by the decision or actions of the committee, procedural or final, the aggrieved party may appeal the decision or action within ten (10) days of the action to the Board of Directors who shall review the matter on the record and render a decision within thirty (30) days from the receipt of the record of the hearing.

ARTICLE X

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Liability, Services, Termination of Membership

The termination of membership in the Condominium shall not relieve or release any such former Owner or Member from any liability of obligations incurred under or in any way connected with the Condominium during the period of such ownership and membership, or impair any rights or remedies which the Association may have against such former Owner and member arising out of or in any way connected with such ownership and membership, and the covenants and obligations incident thereto.

ARTICLE XI

Limitation of Liability

Notwithstanding the duty of the Association to maintain and repair parts of the Condominium property, the Association shall not be liable for injury or damage caused by the elements or by other Owners or persons.

ARTICLE XII

Fees for Approving Transfers

No fee for approving a transfer or lease in excess of expenditures reasonable incurred by the Association shall be charged; and in no event in excess of \$50.00. No fee will be charged for the extension or renewal of a lease.

ARTICLE XIII

Amendments

Section 1. By-Laws. These By-Laws may be amended from time to time by resolution adopted at any regular or special meeting of the unit owners of the Condominium called in accordance with the By-Laws at which a quorum is present, such adoption to be by the affirmative vote of two thirds of the total number of votes to which the unit owners present and voting shall be entitled, but not more than a majority of the total number of votes authorized. Such amendments shall be duly recorded in compliance with requirements of The Condominium Act. No amendment shall change any condominium parcel nor the share of the common elements, common expenses or common surplus attributable to any parcel, nor the voting rights appurtenant to any parcel, unless the record owners or owner thereof and all record owners of liens upon such parcel or parcels shall join in the execution of such amendments. No By-Law may be amended by reference to title or number only. The full text of any By-Law change must be set out. Non-Material errors or omissions will not invalidate an otherwise properly promulgated amendment.

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ARTICLE XIV

Mortgagees

Section 1. Notice of Association. An owner who mortgages his unit shall notify the Association through its Secretary of the name and address of his mortgagee, and shall file with the Secretary a copy of such mortgage; and the Association shall maintain such information.

Section 2. Notice of Unpaid Assessments. The Association shall at the request of a mortgagee, report any unpaid assessment due from the owner of a unit upon which such mortgagee holds a mortgage.

ARTICLE XV

Compliance

Section 1. Conflict with Declaration. In the event these By-Laws conflict with the provision of the Declaration of Condominium, it is hereby agreed and accepted that the provisions of the Declaration of Condominium will control.

ARTICLE XVI

Voluntary Arbitration

If all parties agree voluntary binding arbitration of internal disputes arising from the operation of the condominium among unit owners, association, of their agents and assigns shall be recognized.

The foregoing were adopted as the By-Laws of Atlantic 22 Condominium Association, Inc., at its membership meeting held on the 20th day of January A.D., 1989.

 (SEAL)

VOLUSIA COUNTY

LEGAL DESCRIPTIONS:

LOT 1, RAYMONDE SHORES, ACCORDING TO MAP OR PLAT THEREOF AS RECORDED IN MAP BOOK 19, PAGE 161, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, TOGETHER WITH LAND LYING EASTERLY OF OCEAN SHORE BOULEVARD LYING BETWEEN THE NORTHERLY AND SOUTHERLY EXTENSIONS OF SAID LOT 1 TO THE HIGH WATER MARK OF THE ATLANTIC OCEAN, AND THE APPURTENANT RIPARIAN AND LITTORAL RIGHTS.

LOT 2, RAYMONDE SHORES, ACCORDING TO MAP OR PLAT THEREOF AS RECORDED IN MAP BOOK 19, PAGE 161, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

A PORTION OF LOT 11 AND THE NORTH 60 FEET OF LOT 12, ORMOND BEACH ESTATES, ACCORDING TO MAP OR PLAT THEREOF AS RECORDED IN MAP BOOK 6, PAGE 170, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF THE SOUTH LINE OF LOT 10 OF SAID ORMOND BEACH ESTATES, WITH THE WESTERLY LINE OF OCEAN SHORE BOULEVARD, SAID SOUTH LINE OF LOT 10 BEING ALSO THE SOUTH LINE OF BERKLEY ROAD, A 50 FOOT STREET AS NOW LAID OUT, AND SAID POINT OF INTERSECTION BEING SOUTH 22°49'30" EAST, A DISTANCE OF 1097.59 FEET FROM THE NORTH LINE OF SECTION 27, TOWNSHIP 13 SOUTH, RANGE 32 EAST, AS MEASURED ALONG THE WESTERLY LINE OF SAID OCEAN SHORE BOULEVARD; THENCE GO SOUTH 22°49'30" EAST ALONG THE SAID WESTERLY LINE OF OCEAN SHORE BOULEVARD, A DISTANCE OF 61.08 FEET TO THE POINT OF BEGINNING OF THE PROPERTY HEREIN CONVEYED, FROM SAID POINT OF BEGINNING GO SOUTH 70°10'30" WEST, A DISTANCE OF 150 FEET TO A POINT; THENCE SOUTH 19°49'30" EAST, A DISTANCE OF 79.5 FEET TO A POINT IN THE SOUTH LINE OF SAID NORTH 60 FEET OF SAID LOT 12; THENCE NORTH 89°18'30" EAST ALONG SAID SOUTH LINE, A DISTANCE OF 176.3 FEET TO A POINT IN THE WESTERLY LINE OF OCEAN SHORE BOULEVARD; THENCE NORTH 22°49'30" WEST, ALONG SAID WESTERLY LINE OF OCEAN SHORE BOULEVARD, A DISTANCE OF 113.0 FEET TO THE POINT OF BEGINNING; TOGETHER WITH THE SOUTHERLY 113.0 FEET AS MEASURED ALONG OCEAN SHORE BOULEVARD OF THE FOLLOWING DESCRIBED PARCEL; ALL THAT PORTION OF LOT 11, NORTH 60 FEET OF LOT 12, ORMOND BEACH ESTATES, OF RECORD IN MAP BOOK 6, PAGE 170, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, AS LIES EASTERLY OF OCEAN SHORE BOULEVARD, AN 80 FOOT STREET AS NOW LAID OUT, TOGETHER WITH ANY AND ALL RIPARIAN AND LITTORAL RIGHTS APPERTAINING THERETO.

A PORTION OF LOT 11, ORMOND BEACH ESTATES, AS RECORDED IN MAP BOOK 6, PAGE 170, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE SOUTH LINE OF LOT 10 AND/OR THE NORTH LINE OF SAID LOT 11, BEING ALSO THE SOUTH LINE OF BERKELEY ROAD, A 50 FOOT STREET, WITH THE WEST LINE OF OCEAN SHORE BOULEVARD, AN 80 FOOT STREET, ALL AS NOW ESTABLISHED AND OCCUPIED; THE SAID POINT OF INTERSECTION BEING SOUTH 22°49'30" EAST, A DISTANCE OF 1097.59 FEET FROM THE NORTH LINE OF SECTION 27, TOWNSHIP 13 SOUTH, RANGE 32 EAST, AS MEASURED ALONG THE WESTERLY LINE OF SAID OCEAN SHORE BOULEVARD, FROM SAID POINT OF BEGINNING RUN SOUTH 22°49'30" EAST, ALONG THE WESTERLY LINE OF OCEAN SHORE BOULEVARD, A DISTANCE OF 61.08 FEET TO A POINT; THENCE SOUTH 79°10'30" WEST, A DISTANCE OF 150 FEET TO A POINT; THENCE NORTH 17°21'48" WEST, A DISTANCE OF 88.26 FEET TO A POINT IN THE SAID SOUTH LINE OF BERKLEY ROAD; THENCE NORTH 89°07'30" EAST, A DISTANCE OF 150 FEET TO THE POINT OF BEGINNING, TOGETHER WITH ALL OF THAT PORTION OF LOT 11 AND THE NORTH 60 FEET OF LOT 12 AND THE SOUTH 20 FEET OF LOT 10, ORMOND BEACH ESTATES, OF RECORD IN MAP BOOK 6, PAGE 170, AS LIES EASTERLY OF OCEAN SHORE BOULEVARD, AN 80 FOOT STREET AS NOW LAID OUT, EXCEPTING THE SOUTHERLY 113 FEET THEREOF AS MEASURED ALONG OCEAN SHORE BOULEVARD, WITH ALL LITTORAL RIGHTS AND ACCRETIONS.

LESS AND EXCEPT THE FOLLOWING PROPERTY: SEE SECOND PAGE HEREOF

LESS AND EXCEPT

RIGHT-OF-WAY CONVEYANCE WESTERLY SIDE OF OCEAN SHORE BLVD.:

A PORTION OF LOTS 11 AND 12, ORMOND BEACH ESTATES, AS PER MAP OR PLAT OF RECORD IN MAP BOOK 6, AT PAGE 170 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, TOGETHER WITH A PORTION OF LOT L, RAYMONDE SHORES, AS PER MAP OR PLAT OF RECORD IN MAP BOOK 19, AT PAGE 161 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: AS A POINT OF BEGINNING COMMENCE AT THE SOUTHEASTERLY CORNER OF SAID LOT 1, RAYMONDE SHORES; THENCE SOUTH 89 DEGREES, 24 MINUTES 42 SECONDS WEST, ALONG THE SOUTHERLY LINE OF SAID LOT 1, RAYMONDE SHORES, 10.80 FEET; THENCE NORTH 22 DEGREES, 49 MINUTES, 30 SECONDS WEST, PARALLEL TO AND 10.00 FOOT WESTERLY OF THE WESTERLY RIGHT-OF-WAY LINE OF OCEAN SHORE BLVD. (AN 80 FOOT RIGHT-OF-WAY AS MONUMENTED AND OCCUPIED) 283.34 FEET; THENCE NORTH 89 DEGREES, 02 MINUTES, 45 SECONDS EAST ALONG THE NORTHERLY LINE OF SAID LOT 11 OF SAID ORMOND BEACH ESTATES AND/OR THE SOUTHERLY RIGHT-OF-WAY LINE OF BERKLEY ROAD AS MONUMENTED AND OCCUPIED, 10.78 FEET; THENCE SOUTH 22 DEGREES, 49 MINUTES, 30 SECONDS EAST, ALONG THE WESTERLY RIGHT-OF-WAY LINE OF SAID OCEAN SHORE BLVD. AS MONUMENTED AND OCCUPIED, 283.41 FEET TO THE POINT OF BEGINNING.

RIGHT-OF-WAY CONVEYANCE EASTERLY SIDE OF OCEAN SHORE BLVD.:

A PORTION OF LOTS 10, 11, 12 AND 13, ORMOND BEACH ESTATES, AS PER MAP OR PLAT OF RECORD IN MAP BOOK 6, AT PAGE 170 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: AS A POINT OF REFERENCE COMMENCE AT THE SOUTHEASTERLY CORNER OF LOT 1, RAYMONDE SHORES, AS PER MAP OR PLAT OF RECORD IN MAP BOOK 19, AT PAGE 161 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE NORTH 09 DEGREES 24 MINUTES, 42 SECONDS EAST ALONG THE EASTERLY PROJECTION OF THE SOUTHERLY LINE OF SAID LOT 1, RAYMONDE SHORES, 86.43 FEET TO THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED LANDS; THENCE NORTH 22 DEGREES, 49 MINUTES, 30 SECONDS WEST ALONG THE EASTERLY RIGHT-OF-WAY LINE OF OCEAN SHORE BLVD. (AN 80 FOOT RIGHT-OF-WAY AS MONUMENTED AND OCCUPIED) 305.57 FEET; THENCE NORTH 89 DEGREES, 02 MINUTES, 45 SECONDS EAST ALONG THE NORTHERLY LINE OF THE SOUTHERLY 20 FOOT OF SAID LOT 10, ORMOND BEACH ESTATES, 10.78 FEET; THENCE SOUTH 22 DEGREES 49, MINUTES, 30 SECONDS EAST, PARALLEL TO AND 10 FOOT EASTERLY OF THE EASTERLY RIGHT-OF-WAY LINE OF SAID OCEAN SHORE BLVD. AS MEASURED PERPENDICULAR THERETO. 305.64 FEET; THENCE SOUTH 89 DEGREES, 24 MINUTES, 42 SECONDS WEST ALONG THE EASTERLY PROJECTION OF THE SOUTHERLY LINE OF SAID LOT 1, RAYMONDE SHORES, 10.8 FEET TO THE POINT OF BEGINNING.

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CONSENT OF MORTGAGEE REGARDING
ATLANTIC 22, A CONDOMINIUM

BARNETT BANK OF VOLUSIA COUNTY, the owners and holders of a mortgage lien upon the property described as Schedule "B" to the foregoing Declaration hereby consent to the submission of said real property and improvements to condominium ownership in accordance with the terms and provisions of the foregoing Declaration.

Signed, sealed and delivered
in the presence of:

BARNETT BANK OF VOLUSIA COUNTY

Will O. J.
Gregg S. Pasternak

By: Gregg S. Pasternak

STATE OF FLORIDA
COUNTY OF VOLUSIA

I, Lori R. Zoch, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that Gregg S. Pasternak as Vice-President of BARNETT BANK OF VOLUSIA COUNTY, personally known to me to be the person whose name is subscribed to the foregoing instrument appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 12th day of September A.D., 1990.

L. R. Zoch
Notary Public, State of Florida
at Large

My commission Expires:
12.4

Notary Public, State of Florida
My Commission Expires Oct. 16, 1993
Bonded Thru Troy Fain - Insurance Inc.

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