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**FIRST AMENDED DECLARATION OF
CONDOMINIUM OF ALHAMBRA CLUB**

ALHAMBRA CLUB MANAGEMENT, INC., a Florida corporation as present owner of the property designated as ALHAMBRA CLUB, a condominium, hereby declares the purpose of this First Amended Declaration to submit the lands described in this instrument and improvements on those lands to the condominium form of ownership and use in the manner provided by Chapter 718, Florida Statutes, as may be amended from time to time

All the restrictions, reservations, covenants, conditions and easements contained herein shall constitute covenants running with the land or equitable servitudes upon the land, as the case may be, and shall rule perpetually unless terminated as provided herein and shall be binding upon all parties or persons subsequently owning property in said condominium, and in consideration of receiving and by acceptance of a conveyance, grant, devise, lease or mortgage, all grantees, devisees, lessees, and assigns and all parties claiming by, through or under such persons, agree to be bound by all the provisions hereof. Both the burdens imposed and the benefits shall run with each Unit and the interests in Common Elements as hereinafter defined.

1. Submission to Condominium Ownership.

This First Amended Declaration of Condominium is made by the Unit owners of Alhambra Club Management, Inc., and do hereby declare the purpose of the First Amended Declaration is to submit the lands described in this instrument and improvements on those lands to the condominium form of ownership and use in the manner provide by Chapter 718, Florida Statutes, as may be amended from time to time. The covenants and restrictions contained in this Declaration shall run with the land and be binding upon and inure to the benefit of all present and future owners of condominium parcels. The acquisition of title to a Unit or any other interest in the condominium property, or the lease, occupancy, or use of any portion of a Unit or the condominium property, constitutes an acceptance and ratification of all provisions of this Declaration, as amended from time to time, and an agreement to be bound by its terms.

2. Name.

The name of the Condominium is Alhambra Club, a condominium.

3. Description of Condominium Property.

The land submitted to the condominium form of ownership by this First Amended Declaration (hereinafter "Land") is legally described in Exhibit "A" attached to this Declaration, which Exhibit is hereby incorporated by reference.

The owner or owners of each Unit shall have a one-sixtieth (1/60) undivided interest in the Common Elements. The Common Elements include, but are not limited to, recreation area and building, ground support area, stairways, walks, swimming pool, , yard area, storage areas, parking areas, foundations, attic areas, elevators, etc., and substantial portions of the exterior walls, floors, ceilings and walls between the Units, tangible personal property required for the maintenance and operation of the condominium, and any land, manager's Unit, or other property acquired by the Association for the condominium, even though owned by the Association, as well as items stated in the Condominium Act. The owner or owners of each Unit shall likewise have a one-sixtieth (1/60) undivided interest (and where there is more than one owner of a Unit, the percentage ownership of such owners shall be divided among the collective owners in the proportion of their ownership), in any common surplus.

4. Definitions. The terms used in this First Amended Declaration and its exhibits shall have the meanings stated below and in Chapter 718, Florida Statutes, as may be amended from time to time, unless the context otherwise requires.

4.1 "Association" means Alhambra Club Management, Inc., a Florida corporation not for profit, the entity responsible for the operation of Alhambra Club, a condominium.

4.2 "Articles of Incorporation" shall have the meaning ascribed to it in Section 7.1 herein.

4.3 "Bylaws" means the Bylaws attached hereto as Exhibit "B," as the same may be amended from time to time.

4.4 "Common Elements" shall have the meaning ascribed to it in Section 6.1 herein.

4.5 "Condominium Act" shall mean Chapter 718, Florida Statutes, as the same may be amended from time to time.

4.6 "Condominium Parcel" means the Condominium Unit and the interest in the Common Elements appurtenant to such Unit.

4.7 "Corporation" shall mean Alhambra Club Management, Inc., a Florida corporation not for profit, the entity responsible for the operation of Alhambra Club, a condominium.

4.8 "Land" shall mean that certain parcel of real estate described in Exhibit "A" and attached hereto.

4.9 “Limited Common Elements” shall have the meaning ascribed to it in Section 17 herein.

4.10 “Member” shall mean the record title holder of a Unit, as further defined below, as reflected in the Public Records of Orange County, Florida.

4.11 “Unit” shall have the meaning ascribed to it in Section 5.1 herein.

5. Prohibition of Further Subdivision, Waiver of Partition and Description of Units.

5.1 Unit Boundaries.

Each Unit shall include that part of the building that lies within the following boundaries:

- (a) Horizontal Boundaries. The upper and lower boundaries of the Unit shall be the following boundaries extended to an intersection with the vertical boundaries
 - i. Upper Boundaries. The horizontal plane of the finished surface of the interior ceiling of the Unit.
 - ii. Lower Boundaries. The horizontal plane of the under surface of the concrete floor slab of the Unit.
- (b) Vertical Boundaries. The vertical boundaries of the Unit shall be:
 - i. The vertical planes of the decorated, finished, interior perimeter walls bounding the Unit.

5.2 Prohibition of Further Subdivision. The space within any of the Units and Common Elements shall not be further subdivided. Any undivided interest in the Common Elements is hereby declared to be appurtenant to each Unit and such undivided interest shall not be separately conveyed, devised, encumbered or otherwise dealt with separately from the Unit and such interest shall be deemed conveyed, devised, encumbered or otherwise included with the Unit even though such interest is not expressly mentioned or described in the conveyance, or other instrument.

Any instrument, whether a conveyance, mortgage or otherwise, which describes only a portion of the space within any Unit shall be deemed to describe the entire Unit owned by the person executing such instrument and an interest in the entire area described as Common Elements.

A Unit owner is entitled to exclusive use and possession of his Unit. The Unit owner is entitled to use the Common Elements in accordance with the purpose for which they are intended, but no use of the Unit or of the Common Elements may unreasonably interfere with the rights of other Unit owners or other persons having rights to use the condominium property. The use of the Units and Common Elements shall be governed by the condominium documents and by the Rules and Regulations adopted by the Board of Directors, as may be amended from time to time, as provided in the Bylaws.

All assessments and voting rights shall be calculated as if such Units were as originally designated on the exhibits attached to the Declaration.

6. Common Elements and Easements.

6.1 The Common Elements include, without limitation, the following:

- (a) The Land.
- (b) All portions of the buildings and other improvements outside the Units, including all limited Common Elements.
- (c) Easements through each Unit for conduits, ducts, plumbing, wiring, and other facilities for furnishing utility services to other Units or the Common Elements.
- (d) An easement of support in every portion of the Condominium which contributes to the support of a building.
- (e) The fixtures and installations required for access and utility services to more than one Unit or to the Common Elements.
- (f) Common Elements shall specifically not include windows and doors lying within the upper or lower boundaries of a Unit. Such windows and doors serving a Unit exclusively shall be considered a part of the Unit. Front doors and exterior kitchen doors, if present, shall be considered part of the Common Elements.

6.2 Easements. All owners of Units shall have as an appurtenance to the Units, a perpetual nonexclusive easement for ingress to and egress from their Units over stairs, terraces, balconies, streets, and other rights-of-way serving the Units of the condominium, walks, and other Common Elements from and to the public roadways bounding ALHAMBRA CLUB and a perpetual right or easement, in common

with all persons owning an interest in any Unit in ALHAMBRA CLUB to the use and enjoyment of all public portions of buildings and to other common facilities (including but not limited to utilities as they now exist) located in the Common Elements, all of the foregoing right or easements being part of the Common Elements of this condominium. Each of these easements and easement rights shall constitute a covenant running with the land, may not be revoked, and shall survive the exclusion of any land from the Condominium. None of these easements may be encumbered by any leasehold or lien other than those on the Land. Any lien encumbering these easements shall automatically be subordinate to the rights of Unit owners with respect to such easements.

- (a) Utility and Other Easements. The Association has the power, without the joinder of any Unit owner, to grant, modify, or move easements such as electric, water, sewer, drainage, gas, cable television, or other utility, service or access easements, or relocate any existing easements, in any portion of the Common Elements or association property, and to grant easements or relocate any existing easements in any portion of the Common Elements or association property, as the Association shall deem necessary or desirable for the proper operation and maintenance of the Condominium. Such easements, or the relocation of existing easements, may not prevent or unreasonably interfere with the use of the Units. The Association may also transfer title to utility-related equipment or installations, and take any other action reasonably necessary to satisfy the requirements of any utility company or governmental agency to which any such utility-related equipment or installations are to be so transferred.
- (b) Encroachments. If for any reason other than the intentional act of the Unit owner or the Association, any Unit encroaches upon any of the Common Elements or upon any other Unit, or any common element encroaches upon any Unit, then an easement shall exist to the extent of that encroachment as long as the encroachment exists.
- (c) Ingress and Egress. A non-exclusive easement shall exist in favor of each Unit owner and occupant, their respective guests, tenants, licensees and invitees for pedestrian traffic over, through, and across sidewalks, streets, paths, walks, and other portions of the Common Elements as from time to time may be intended and designated for such purpose and use, and for vehicular and pedestrian traffic over, through, and across such portions of the Common Elements as from time to time may be paved or intended for such purposes, and for purposes of ingress and egress to the public ways.

All Units and the Common Elements shall be subject to a perpetual easement in gross being granted to Alhambra Club Management, Inc. and its successors for ingress and egress for the purpose of having its employees and agents perform all obligations and duties of the corporation set forth herein.

7. The Association. The operation of the Condominium is by Alhambra Club Management, Inc., a Florida corporation not for profit, which shall perform its function pursuant to the following:

7.1 Articles of Incorporation. The Articles of Incorporation were attached as Exhibit "B" to the original Declaration of Condominium of Alhambra Club, recorded in Official Records Book 2807, at Page 95 of the Public Records of Orange County, Florida.

7.2 Bylaws. The Amended Bylaws of the Association shall be the Amended Bylaws attached hereto as Exhibit "B" as they may be amended from time to time.

7.3 Delegation of Management. The Association may contract for the management and maintenance of the condominium property and employ a licensed manager or management company to assist the Association in carrying out its power and duties by performing such functions as the submission of proposals, collection of assessments, keeping of records, enforcement of rules and maintenance, repair and replacement of the Common Elements with funds made available by the Association for such purposes. The Association and its officers, however, shall retain at all times the powers and duties provided in the Condominium Act, as the same may be amended from time to time.

7.4 Membership. The Membership of the Association shall be the record owners of legal title to the Units, as further provided in the Bylaws. There shall be a total of 60 votes to be cast by the owners of the Units. Such votes shall be apportioned and cast as follows: The owner of each condominium Unit (designated as such in the Public Records of Orange County, Florida) shall be entitled to cast one (1) vote. Where a condominium Unit is owned by the managing non-profit corporation, no vote shall be allowed for such condominium Unit. Where a condominium Unit is owned by more than one person, all the owners thereof shall be collectively entitled to the vote assigned to such Unit and such owners shall, in writing, designate an individual who shall be entitled to cast the vote on behalf of the owners of such condominium Unit of which he is a part until such authorization shall have been changed in writing.

7.5 Acts of the Association. Unless the approval or affirmative vote of the Unit owners is specifically made necessary by some provision of the Condominium Act or these condominium documents, all approvals or actions permitted or required to be given or taken by the Association may be given or taken by its Board of Directors, without a vote of the Unit owners. The officers and directors of the Association have a fiduciary relationship to the Unit owners. A Unit owner does not have the authority to act for the Association by reason of being a Unit owner, nor shall any Unit owner hold himself out as having such authority to other Unit owners or to any third parties who may reasonably rely upon such assertion(s).

7.6 Board of Directors. All the affairs, policies, regulations and property of the Corporation shall be controlled and governed by the Board of Directors of the Corporation consisting of five (5) Members, who are all to be elected annually by the Members entitled to vote. Each director shall be the owner of a condominium Unit (or partial owner of a condominium Unit where such Unit is owned by more than one individual) or if a Unit is owned by a business entity, any duly elected officer or officers of an owner business entity may be elected a director or directors.

7.7 Powers and Duties. The powers and duties of the Association include those set forth in the Condominium Act, as may be amended from time to time, and condominium documents. The Association may contract, sue, or be sued with respect to the exercise or non-exercise of its powers and duties. For these purposes, the powers of the Association include, but are not limited to, the maintenance, management, and operation of the condominium property and Association property, and all exterior doors and all exterior surfaces of the buildings, except windows of individual Units and private patio and balcony areas, whether Common Elements or a part of a Unit (unless damage to same is covered by insurance carried by the non-profit corporation). The Association may impose fees for the use of Common Elements or association property. The Association has the power to enter into agreements, to acquire leaseholds, Memberships and other ownership, possessory or use interests in lands or facilities, regardless of whether the lands or facilities are contiguous to the lands of the Condominium. The Association may also make reasonable uniform Rules and Regulations from time to time as well as to perform all other duties expressly or impliedly set forth herein.

7.8 Official Records. The Association shall maintain its Official Records as required by law. The records shall be open to inspection by Members or their authorized representatives at all reasonable times. The right to inspect the records includes a right to make or obtain photocopies at the reasonable expense of the Member seeking copies.

It shall be the duty of the Corporation to provide, through its agents and employees, for the administration, operation, maintenance, repair and replacement of the Common Elements, all exterior doors and all exterior surfaces of the buildings, except windows of individual Units and private patio and balcony areas, whether Common Elements or a part of a Unit (unless damage to same is covered by insurance carried by the non-profit corporation), to make reasonable uniform Rules and Regulations from time to time as well as to perform all other duties expressly or impliedly set forth herein.

8. Assessments.

The Board of Directors of the Corporation shall adopt annual budgets in advance for each fiscal year and the budgets shall project anticipated income and estimated expenses in sufficient detail to show separate estimates for insurance for fire and extended coverage, vandalism and malicious mischief, for the Units and the Common Elements and public liability insurance for the Common Elements, operating expenses, maintenance expenses, , repairs, utilities, replacement reserve, and reasonable operating reserve for the Common Elements or any other items the Board deems proper. Failure of the Board to include any item in the annual budget shall not preclude the Board from levying an additional assessment in any calendar year for which the budget has been projected. The Unit owners shall be given 30 days prior written notice of the time and place of the meeting of the Board of Directors which will consider the budget. The meeting shall be open to the Unit owners.

If an adopted budget requires assessment against the Unit owners in any fiscal or calendar year exceeding 115 percent of the assessments for the preceding year, upon written application of 10 percent of the Unit owners to the board, the board shall call a special meeting of the Unit owners within 30 days upon not less than 10 days' written notice to each Unit owner. At the special meeting Unit owners shall consider and enact a budget. The adoption of the budget shall require a vote of not less than a majority vote of all Unit owners. The board of directors may propose a budget to the Unit owners at a meeting of Members or in writing, and if the budget or proposed budget is approved by the Unit owners at the meeting or by a majority of all Unit owners in writing, the budget shall be adopted. In determining whether assessments exceed 115 percent of similar assessments in prior years, any authorized provisions for reasonable reserves for repair or replacement of the condominium property, anticipated expenses by the condominium association which are not anticipated to be incurred on a regular or annual basis, or assessment for betterments to the condominium property, shall be excluded from the computation.

One sixtieth (1/60) of the total regular annual assessment for each fiscal year shall be assessed by the Board of Directors against each Unit (and the interest in Common Elements appurtenant thereto), and all Members owning an interest in each Unit. Dollar amounts actually assessed on the foregoing fractional basis may be rounded off to the nearest half dollar or full dollar at the discretion of the Board of Directors.

After adoption of a budget and determination of the annual assessment per Unit, the Board of Directors shall assess such sum by promptly notifying all owners by delivering or mailing notice thereof to the Voting Member representing each Unit at such Member's most recent address as shown by the books and records of the Corporation. One-twelfth (1/12) of the annual assessment shall be due and payable in advance to the Corporation on the first day of each month regardless of whether or not Members are sent or actually receive a written notice thereof. In addition, the Corporation shall have the power to levy special assessments against each Unit, if necessary, to cover the aforesaid types of expenses and shall have the power to levy other special assessments as provided herein which shall be on a fractional basis as hereinabove provided.

The record owners of each Unit shall be personally liable, jointly and severally, the Corporation for the payment of all assessments, regular or special, made by the Corporation and for all costs of collection of delinquent assessments. In the event assessments against a - Unit are not paid within sixty (60) days after their due date, the Corporation may elect to declare all past due installments of maintenance and all installments to become due during the remainder of such fiscal year then due and payable in full, as if such aggregate sum had originally been stipulated to so become due and payable in full, and the corporation shall have the right to foreclose its lien for such assessments.

The Association shall have a lien on each Condominium Parcel for any unpaid assessments and interest thereon, which have been assessed against the Unit owner of such condominium parcel. The said lien shall be effective from and after the time of recording in the public records of Orange County, Florida (the same being the county in which the condominium is located) of a claim of lien stating the description of the condominium parcel, the name of the record owner, the amount due and the due date, and the said lien shall continue in effect until all sums secured by the lien shall have been fully paid or until barred by Chapter 95, Florida Statutes. All such claims of lien shall be signed and acknowledged by an officer or agent of the Association. Where any such lien shall have been paid in full, the party making payment thereof shall be entitled to receive a satisfaction of such lien in such form that it may be recorded in the public records of Orange County, Florida. Any and all such liens herein provided for shall be subordinate to the lien of mortgage or other lien recorded prior to the time of recording of the claim of lien. The Board of Directors may take such action as they deem necessary to collect assessments by personal action and/or by enforcing and foreclosing said lien and may settle and compromise the same if in the best interests of the Association. The delinquent owner shall pay all costs, including reasonable attorneys' fees, for filing any action or suit enforcing and foreclosing a lien, and the lien shall be deemed to cover and secure such costs and fees. The Association shall be entitled to bid at any sale held pursuant to a suit

to foreclose an assessment lien and to apply as credit against said bid all sums due the Association which are covered by the lien enforced and thus purchase the condominium parcel at the foreclosure sale and to hold, lease, mortgage, and convey it.

As to priority between the lien of a recorded mortgage and the lien for any assessment, the lien for an assessment shall be subordinate and inferior to any recorded institutional first mortgage, regardless when said assessment was due, but not to any other mortgage. For the purpose of this instrument, an institutional first mortgage shall be defined as a first mortgage originally executed and delivered to a bank, savings and loan association or insurance company authorized to transact business in the State of Florida. Upon the recordation of the Certificate of Title issued pursuant to the foreclosure of an institutional first mortgage, any lien for assessments due and payable prior to such recordation shall be deemed abolished, but the lien for assessments due and payable after the recordation of said Certificate shall not be impaired and shall be effective as to the grantee of such Certificate of Title.

When the mortgagee of an institutional first mortgage of record obtains title to the condominium parcel encumbered by said mortgage as a result of a deed given in lieu of foreclosure, such acquirer of title and its successors and assigns shall not be liable for the share of common expenses or assessments by the association pertaining to the condominium parcel or chargeable to the former Unit owner of the parcel which became due prior to acquisition of title, unless the share is secured by a claim of lien for assessments that is recorded prior to the recording of such institutional first mortgage. The unpaid share of common expenses or assessments are common expenses collectible from all of the Unit owners including such acquirer, its successors and assigns.

Any person who acquires an interest in a Unit, except through foreclosure of "an institutional first mortgage or a deed in Lieu of Foreclosure, as set out above, shall be personally liable, and jointly and severally liable with the grantor, for all unpaid assessments up to the time of the transfer of ownership without prejudice to any right the grantee may have to recover from the grantor the amounts paid by the grantee. In the event a Member exercises his rights of first refusal or redemption, hereinafter provided, said Member shall be liable for the unpaid assessments against the Unit and shall have the right to deduct such sums from the first refusal or redemption price paid to the seller or transferor.

Any person purchasing or encumbering a Unit shall have the right to rely upon any statement made in writing by a corporate officer regarding assessments against Units which have already been made and which are due and payable to the Corporation, and the Corporation and the Members shall be bound thereby.

The Corporation may at the time require owners to maintain a minimum balance on deposit with the Corporation to cover future assessments. Said deposits shall be uniform for all Units, in accordance with the fractional amount set out hereinabove, and shall in no event exceed three (3) months' assessment.

9. Sale and Lease of Units.

9.1 Sale of Units. Prior to the sale of any interest in a Unit, the prospective purchaser shall submit to the Board of Directors, either directly or through an agent for the Association (as the same may be determined from time to time), both an application for approval and such information as may be needed to complete a criminal background check on the prospective purchaser. After receipt of the completed application, the Board of Directors shall have five (5) business days within which to issue an approval or denial of the prospective purchaser based on the results of the criminal background check. In making its determination, the Board of Directors may only consider as a cause for denial of any prospective purchaser such criminal convictions the Board of Directors believes would pose a threat of harm to other Unit Owners, or the Association as an entity, and may not consider any factors such as race, religion, creed, sex, national origin, familial status, or any other factor prohibited by federal and state law, as the same may be legislatively or judicially amended from time to time.

Notwithstanding anything to the contrary herein, the provisions in this section shall in no way be construed as affecting the rights of an institutional first mortgagee with a recorded institutional first mortgage on any Unit and interest in Common Elements, in that the redemption rights as set forth herein shall remain subordinate to any such institutional first mortgage.

Notwithstanding anything to the contrary herein, the provisions of the entire Section 9 shall not be applicable to purchases at foreclosure or other judicial sales, to transfers to or from "institutional first mortgagees" nor transfers wherein an officer of the development corporation acts as agent, or if said Corporation shall be legally dissolved, wherein any one of the developers or a Member of the last Board of Directors, their administrators or assigns, is acting as agent. Institutional first mortgagees shall have the right to transact any business necessary to consummate sales of condominium parcels, including but not limited to, the right to maintain models, have signs identifying the condominium property and advertising the sale of condominium parcels, have employees in the offices, models and utility building, and other Common Elements, and use the Common Elements, and to show Units.

9.2 Lease of Units. A Unit Owner may lease his Unit (subject to the limitations set forth in Section 9.3 below) but only for a minimum term of one (1) year, and the Board of Directors may promulgate a form of lease agreement; and if so, then such form of agreement must be used by all Unit Owners in so leasing their Units. In no event may a Unit Owner lease his Unit more than two (2) times during any one-year calendar period. Further, Unit Owners and tenants are responsible for adhering to the Rules and Regulations of the Association, as the same may be amended from time to time.

9.3 Limitation on Number of Rental Units. It is the express intent of the Board of Directors to maintain an acceptable ratio of tenants to owners within the Association for the purpose of (i) allowing prospective purchasers to obtain financing,

either conventional or government-guaranteed, and (ii) allowing current and future Unit Owners the ability to refinance the debt associated with their Unit(s). The Board of Directors shall set forth in the Rules and Regulations (as may be amended from time to time) the acceptable ratio of tenant-occupied Units to owner-occupied Units to conform with the existing Fannie Mae/Freddie Mac and/or conventional lending guidelines, as they may be amended from time to time. In no event, however, shall the ratio of tenant-occupied Units to owner-occupied Units fall below 60% owner-occupied and 40% tenant-occupied.

Prior to leasing any Unit, the Unit Owner shall obtain written approval from the Board of Directors, through its agent, confirming that such contemplated lease will not cause the ratio of tenant-to-owner occupied Units to fall below the minimum ratio set forth above. If the Board of Directors determines such contemplated lease will adversely affect this ratio, the Unit Owner shall not be permitted to lease his Unit until such time as the aforementioned ratio will no longer be adversely affected.

The purpose of the covenants in this section is to maintain a congenial residential community, non-transitory in nature, and this covenant shall exist until this Declaration is modified.

10. Maintenance Alteration and Improvement.

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

- a. Units. The Association shall maintain, repair and replace at the Association's expense all portions of a Unit, except interior surfaces, contributing to the support of the apartment building, which shall include, but not be limited, to load-bearing columns and load-bearing walls. The Unit owner shall maintain, repair and replace at his expense all portions of his Unit except those to be maintained, repaired, and replaced by the Association, as hereinabove set out, including specifically, but not by way of limitation, the following: air conditioning ductwork, air handling equipment for space cooling and heating; service equipment such as dishwasher, disposal, laundry, refrigerator, freezer, oven and stove, whether or not these items are built in equipment; interior fixtures such as electrical and plumbing fixtures and facilities servicing only a particular Unit; floor coverings except the floor slab; and inside paint and other inside wall finishes. A Unit owner shall not paint or otherwise decorate or change the appearance of any portion of the exterior of the apartment building. Balconies and porches that are not closed against the weather shall be included in this restriction. A Unit owner shall keep all floors in his Unit covered with a floor covering that will not transmit sound, and comprised of carpet or other flooring containing a sound barrier acceptable to the Board of Directors, and which shall be further specified in the Rules and

Regulations of the Association, as the same may be amended from time to time. Except as elsewhere provided, neither a Unit owner nor the Association shall make any alteration in the portions of a Unit that are to be maintained by the association, or remove any portion of them, or make any additions to them, or do anything that would jeopardize the safety or soundness of the apartment building, or impair any easement, without first obtaining approval in writing of owners of all Units in which the work is to be done and the approval of the Board of Directors, provided however this permission by Unit owner does not apply to maintenance by the Association.

- b. Common Elements. The maintenance and operation of the Common Elements shall be the responsibility of the Association and the costs shall be a common expense. The Association also shall maintain all areas leased to it, or purchased by it, for recreational or other purposes whether they are condominium Units or are contiguous to the condominium property or not, and whether the Association retains the lease or property in its own name or there are subleases of undivided shares to the Unit owners in the condominium.

There shall be no alteration nor further improvement of Common Elements or acquisition of additional Common Elements, the special assessment for which shall exceed of the current regular annual assessment, without prior approval in writing by the record owners of all of the Units; provided, however, that any such alteration or improvement of the Common Elements or such acquisition of additional Common Elements bearing the approval in writing of the record owners of not less than 80% of the Common Elements, and which does not interfere with the rights of any owners without their consent, may be accomplished if the owners who do not approve are relieved from the initial cost of that alteration, improvement or acquisition. The share of any cost not so assessed shall be assessed to the other Unit owners in the shares that their shares in the Common Elements bear to each other. There shall be no change in the Shares and rights of a Unit owner in the Common Elements nor in his share of common expenses, whether or not the Unit owner contributes to the cost of the alteration, improvement or acquisition.

11. Enforcement of Maintenance.

In the event owners of a Unit fail to maintain it as required herein or make any structural additions or alterations without the required written consent, the Corporation or an owner with an interest in any Unit shall have the right to proceed in a court of equity to seek compliance with the provisions hereof. The Corporation shall have the right to levy at any time a special assessment against the owners of the Unit, and the Unit, for the necessary sums to put the improvements within the Unit in good condition and repair or to remove any unauthorized structural addition or alteration. After making such assessment, the Corporation shall have the right to have its employees and agents enter the Unit at any time to do such

work as deemed necessary by the Board of Directors of the Corporation to enforce compliance with the provisions hereof.

The Board of Directors of the Corporation may enter into a contract with any firm, person or corporation for the maintenance and repair of the Condominium Property and may join with other condominium corporations in contracting with the same firm, person or corporation for maintenance and repair.

The Corporation shall determine the exterior color scheme of all buildings and shall be responsible for the maintenance thereof and no owner shall paint an exterior wall, door, window, patio or any exterior surface, etc. at any time without the written consent of the Corporation, except, however, the owner may paint or resurface the ceiling and floor of his private patio or balcony immediately adjoining his Unit.

In the event the Corporation fails to maintain the Common Elements, in accordance with its obligations hereunder, any owner of an interest in any Unit, or institutional first mortgagee of a Unit, shall have the right to seek specific performance in a court of equity to compel the Corporation to do so, or in the event of emergency repairs needed to utilities, walls, etc., the owner of an interest in any Unit may give the Corporation twenty-four (24) hours' notice to repair same, and if it is not done, said owner may proceed to contract in his own name to make such repairs and the Corporation shall be obligated to reimburse said owner for the reasonable value of the repairs which were necessary and for which the Corporation has financial responsibility.

12. Obligations of Members.

Every owner of an interest in one of the Units shall (in addition to other obligations and duties set out herein):

- a. Promptly pay the assessments levied by the Corporation.
- b. Not use or permit the use of his Unit for any purpose other than as a single family residence and maintain his Unit in a clean and sanitary manner.
- c. Not permit or suffer anything to be done or kept in his Unit which will increase the insurance rates on his Unit or the Common Elements or which will obstruct or interfere with the rights of other Members or annoy them by unreasonable noises or otherwise; nor shall a Member commit or permit any nuisance, immoral or illegal act in his Unit or on the Common Elements.
- d. Conform to and abide by the Bylaws and uniform Rules and Regulations in regard to the use of Units and Common Elements which may be adopted and amended in writing from time to time by the Board of Directors of the

Corporation, and to see that all persons using owner's property by, through or under him do likewise.

- e. Allow the Board of Directors or the agents and employees of the Corporation to enter any Unit for the purpose of maintenance, inspection, repair, replacement of the improvements within Units or the Common Elements or in case of emergency threatening Units or the Common Elements, to determine compliance with these Restrictions, Reservations, Covenants, Conditions and Easements and the Bylaws of the Corporation.
- f. Show no sign, advertisement or notice of any type on the Common Elements or his Unit and to erect no exterior antennas and aerials except as provided under uniform regulations promulgated by the Corporation This sub-paragraph (f) shall not apply to institutional first mortgagees.
- g. Not undertake any action, direct or indirect, which would tamper with or otherwise adversely affect the operation of any fire and/or smoke detectors located within his Unit. Any such tampering or damage to the fire and/or smoke detectors shall be remedied at the sole cost of the Unit Owner, so as to not affect the operation of the fire monitoring system put in place by the Association.

13. Destruction of Improvements and Insurance.

The Corporation shall obtain fire and extended coverage insurance and vandalism and malicious mischief insurance, insuring all of the insurable improvements erected within Alhambra Club, a condominium, or on property owned by the Association, for the full replacement value and the premium for such coverage and all other insurance deemed desirable by the Corporation shall be assessed against the owners of such Unit as part of the annual assessment. The Corporation shall annually make a survey and thereby determine replacement costs for insurance purposes for all then existing improvements for the ensuing year. On the basis of said survey, the Corporation shall continue to maintain the necessary fire and extended coverage and vandalism and malicious mischief insurance to assure complete replacement or repair to damaged improvements as hereinabove set forth. The original policy shall be held by the Corporation, with institutional first mortgagees to be named in the policy as their interests may appear, and certification of insurance shall be furnished to them.

In the event a loss occurs to any improvements within any of the Units alone, or in the event that a loss occurs to improvements within any one of the Units and the contiguous Common Elements or to improvements within the Common Elements alone, payments under the policy shall be made jointly to the Corporation and to the institutional holders of mortgages on Units; and said proceeds shall be expended or disbursed as follows:

- a. All Corporate officers and employees handling funds shall be bonded at least to the full extent of the insurance proceeds and other funds on hand,

and all payees shall endorse the insurance company check to the Corporation, and the Corporation will promptly contract for the necessary repairs to the improvements within the Common Elements and within the damaged Units.

- b. The improvements shall be completely re stored and repaired. The Corporation shall negotiate and obtain a contractor willing to do the work on a fixed price basis and shall disburse the insurance proceeds and other funds in accordance with the progress payments contained in the contract between the Corporation and the contractor, which construction contract shall be subject to the written approval of the institutional mortgagee or mortgagees holding a mortgage or mortgages on any damaged individual Unit or Units. However, where the condominium project has been abandoned, as hereinafter provided for, the insurance proceeds shall be disbursed by the Corporation to the owners and mortgagees of the individual Units as their interests appear.

Under all circumstances the Corporation hereby has the authority to act as the agent of all owners for the purpose of compromising or settling insurance claims for damage to improvements within the Units or the Common Elements. The Corporation shall also obtain public liability insurance covering all of the Common Elements included in Common Elements and insuring the Corporation and the common owners as its and their interests appear, in the minimum amount of \$250,000.00 to \$500,000.00.

If for some reason the insurance proceeds are insufficient to pay fees expenses and to make needed repairs and the Corporation is obligated to make such repairs, the Board of Directors shall assess each owner his pro-rata share of such deficiency according to his percent ownership of Common Elements, with all funds so collected to be deposited the same as if they were insurance proceeds.

14. Termination of the Condominium Project.

At any time when there has been a total loss of the Units and improvements on the Common Elements and the Members by majority vote, vote to abandon the condominium project, said project shall be abandoned.

Additionally, at any time upon the written unanimous consent of all Voting Members and all owners and holders of institutional first mortgage liens on any Units, the condominium project may be abandoned for any reason whatsoever, whether or not any destruction to property has occurred.

Immediately after the required vote or consent to terminate, each and every Unit Owner shall immediately convey by Warranty Deed to the Corporation all of said Unit Owner's right, title, and interest to any Unit and to the Common Elements, provided the Corporation's officers and employees handling funds have been adequately bonded, and the

Corporation or any Member shall have a right to enforce such conveyance by specific performance in a court of equity.

The Board of Directors of the Corporation shall then sell all of the property at public or private sale upon terms approved in writing by all of the institutional first mortgagees. Upon the sale of said property the costs, fees and charges for effecting said sale, the cost of liquidation and dissolution of the Corporation, and all obligations incurred by the Corporation in connection with the management and operation of the property up to and including the time when distribution is made to the Unit Owners, shall be paid out of the proceeds of said sale, and the remaining balance (hereinafter referred to as "net proceeds of sale") shall be distributed to the Unit Owners in the manner now about to be set forth.

The distributive share of each Unit Owner in the net proceeds of sale, though subject to the provisions hereinafter contained, shall be the following percentage portion thereof; to wit:

Unit No.	Percentage Portion
A101	.012925
A102	.012777
A103	.021225
A104	.016045
A105	.016045
A106	.016045
A107	.016045
A108	.021225
A109	.016045
A110	.012925
A201	.0132
A202	.016308
A203	.0215
A204	.016308
A205	.016308
A206	.016308
A207	.016308
A208	.0215
A209	.016308
A210	.0132
A301	.01345
A302	.016567
A303	.02175
A304	.016567
A305	.016567
A306	.016567
A307	.016567
A308	.02175

A309	.016567
A310	.01345
B101	.012925
B102	.016045
B103	.021225
B104	.016045
B105	.016045
B106	.016045
B107	.016045
B108	.021225
B109	.016045
B110	.012925
B201	.0132
B202	.016308
B203	.0215
B204	.016308
B205	.016308
B206	.016308
B207	.016308
B208	.0215
B209	.016308
B210	.0132
B301	.01345
B302	.016567
B303	.02175
B304	.016567
B305	.016567
B306	.016567
B307	.016567
B308	.02175
B309	.016567
B310	.01345

The provisions hereinabove and hereinafter contained for determining the distributive share of each Unit Owner in the net proceeds of sale will prevail over the provisions in Sections 3. and 8.

Upon the determination of each Unit Owner's share, as above provided for, the Corporation shall pay out of each Unit Owner's share all mortgages and other liens encumbering said Unit in accordance with their priority and, upon such payment being made, all mortgagees and lienors shall execute and record satisfactions or releases of their liens against said Unit or Units, regardless of whether the same are paid in full. There upon, the Directors of the Corporation shall proceed to liquidate and dissolve the Corporation, and distribute the remaining portion of each distributive share, if any, to the Owner or Owners entitled thereto. If more than one person has an interest in a Unit, the Corporation shall pay

the remaining distributive share allocable to said Unit to the various owners of such Unit, excepting that if there is a dispute as to the validity, priority or amount of mortgages or liens encumbering a Unit, then payment shall be made to the Owner and/or Owners of such Unit and to the Owners and holders of the mortgages and liens encumbering said Unit.

As evidence of the Member's resolution to abandon passed by the required vote or written consent of the Members, the President and Secretary of the Corporation shall effect and place in the public records of Orange County, Florida, an affidavit stating that such resolution was properly passed or approved by the Members and also shall record the written consents, if any, of institutional first mortgagees to such abandonment.

After such an affidavit has been recorded and all owners have conveyed their interest in the condominium parcel to the Corporation and the Corporation to the Purchaser, the title to said property thereafter shall be free and clear from this Declaration of Condominium and all the restrictions, reservations, covenants, conditions and easements set forth herein and the Purchaser and subsequent grantees of any of said property shall receive title to said lands free and clear thereof.

15. Amendment, Invalidation and Operation.

This Declaration of Condominium, its exhibits, and the restrictions, reservations, covenants, conditions and easements contained herein may be amended by recording such amendment in the public records of Orange County, Florida, signed by all the owners of two-thirds (2/3) or more Units and by the owners and holders of first mortgage liens, as such consent requirement is outlined in section 718.110(11), Florida Statutes, as the same may be amended from time to time, except unanimous consent of the owners shall be necessary to change the vote or consent necessary to terminate the condominium project.

Invalidation of any of these restrictions, reservations, covenants, conditions and easements or any provision contained in this Declaration of Alhambra Club, a condominium, Unit, by judgment, court order, or law shall in no manner affect any of the other provisions which shall remain in full force and effect.

No amendment may change the configuration or size of any Unit in any material fashion, materially alter or modify the undivided interest in the Common Elements appurtenant to the Unit, or change the proportion or percentage by which the owner of the parcel shares the common expenses and owns the common surplus unless the record owner of the Unit and all record owners of liens on it join in the execution of the amendment.

The Common Elements designated by the Declaration may be enlarged by an amendment to the Declaration. The amendment must describe the interest in the property and must submit the property to the terms of the declaration. The amendment must be approved and executed as provided in this section. The amendment divests the association of title to the land and vests title in the Unit owners as part of the Common Elements, without naming them

and without further conveyance, in the same proportion as the undivided shares in the Common Elements that are appurtenant to the Unit owned by them.

In the event that any court should hereafter determine that any provision as originally drafted herein, violates the rule against perpetuities or any other rule of law because of the duration of the period involved, the period specified in this Declaration shall not thereby become invalid, but instead shall be reduced to the maximum period allowed under such rule of law, and for such purpose measuring lives shall be those of the incorporators of the Corporation.

This Declaration of Condominium and the restrictions, reservations, covenants, conditions and easements contained herein shall be binding upon and inure to the benefit of all Unit owners and their grantees, heirs, personal representatives, successors and assigns, and all parties claiming by, through or under any Unit owner.

16. Subordination.

No breach of any of the provisions contained herein shall defeat or adversely affect the lien of any mortgage at any time made in good faith and for a valuable consideration upon said property or any part thereof and made by a bank, savings and loan association, or insurance company authorized to transact business in the State of Florida and engaged in the business of making loans constituting a first lien upon real property, but the rights and remedies herein granted to the Corporation, and the Owner or Owners of any part of said condominium, may be enforced against the owner of the portion of said property subject to such mortgage notwithstanding such mortgage. The purchaser at any sale upon foreclosure shall be bound by all of the provisions herein contained, unless said purchaser be an institutional first mortgagee which had a mortgage on said Unit at the time of the institution of said foreclosure action.

17. Limited Common Elements.

There are Limited Common Elements appurtenant to each of the Units in this condominium, as shown and reflected by the floor and plot plans, such as balconies directly accessible only through an individual Unit, and covered patios directly accessible through an individual Unit. These Limited Common Elements are reserved for the use of the Units appurtenant thereto to the exclusion of other Units, and there shall pass with a Unit as appurtenant thereto, the exclusive right to use the Limited Common Elements so appurtenant. Expenses of maintenance relating to the floor, ceiling surfaces, and screening, if any, of such Limited Common Elements shall be borne by and assessed against the individual Unit Owner. Any other expenses of maintenance, repair or replacement relating to such Limited Common Elements, or involving structural maintenance, repair or replacement, shall be treated as and paid for as a part of the common expenses of the Corporation.

Further, the Association reserves the right, if it desires, to designate individual parking spaces for the exclusive use of individual Unit owners, which said spaces are hereby

made Limited Common Elements. These Limited Common Elements are reserved for the use of the Units designated thereon and are appurtenant thereto, to the exclusion of other Units, and there shall pass with a Unit as appurtenant thereto the exclusive right to use said Limited Common Element so appurtenant. Expenses of maintenance, repair, or replacement relating to such Limited Common Elements shall be treated as and paid for as a part of the common expenses of the Corporation, except, however, the expenses of maintenance, repair or replacement made necessary by the act of any Unit owner shall be borne by said Unit owner.

18. Interpretation.

Whenever the context so requires, the use of any gender shall be deemed to include all genders and the use of plural shall include the singular, and the singular shall include the plural.


The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the operation of a condominium.

19. Remedies for Violations.


For violation or a breach of any provisions of this Declaration by a person claiming by virtue of any judicial proceedings, the Corporation, and the Members thereof, or an institutional first mortgagee, or any of them, severally shall have the right to proceed at law for damages or in equity to compel a compliance with the terms hereof or to prevent the violation or breach of any of them, or for such other relief as may be appropriate. In addition to the foregoing right, the Corporation shall have the right whenever there shall have been built within the Condominium any structure which is in violation of this Declaration, to enter upon the property where such violation of this Declaration exists, and summarily abate or remove the same at the expense of the owner; provided, however, the Corporation shall then make the necessary repairs, improvements where such violation occurred, at the expense of the owner, so that the property shall be in the same Condition as it was before said violation occurred, and any such entry and abatement or removal shall not be deemed a trespass. The failure promptly to enforce any of the provisions of this Declaration shall not bar their subsequent enforcement.

IN WITNESS WHEREOF, ALHAMBRA CLUB MANAGEMENT, INC.,
has caused these presents to be signed

in its name by its President and Secretary, the 23 day of January, 2018



President ROBERT MACKEY



Secretary RUSSELL EVANS

STATE OF FLORIDA
COUNTY OF ORANGE

BEFORE ME, the undersigned authority, personally appeared Robert Mackey and Russell Evans, well known to me to be the President and Secretary respectively of the corporation named in the foregoing instrument, and that they severally acknowledged executing the same freely and voluntarily under authority duly vested in them by said corporation.

WITNESS my hand and official seal at Orlando, Orange County, Florida, this 23 day of January, 2018.



Shawn Michael Berry
NOTARY PUBLIC
STATE OF FLORIDA
Comm# GG102438
Expires 8/26/2021

Notary Signature: _____

My commission expires: _____

8/26/21

DESCRIPTION

From a point 33.00 feet North and 30.00 feet East of the SW corner of Section 10, Township 23 South, Range 29 East, run N $89^{\circ} 44' 18''$ E along the Westerly extension of the North right of way line of Holden Avenue a distance of 43.16 feet to a point on the East right of way line of Tymber Skan Drive (Texas Avenue) for the Point of Beginning, thence N $04^{\circ} 43' 21''$ E along said East right of way line a distance of 590.59 feet, thence N $19^{\circ} 43' 26''$ E along said right of way line a distance of 269.34 feet, thence S $70^{\circ} 16' 34''$ E a distance of 62.00 feet, thence S $19^{\circ} 43' 26''$ W a distance of 25.00 feet, thence S $46^{\circ} 00' 17''$ E a distance of 159.33 feet, thence N $89^{\circ} 46' 20''$ E a distance of 268.63 feet, thence S $00^{\circ} 15' 42''$ E a distance of 685.44 feet to aforesaid North right of way line of Holden Avenue, thence S $89^{\circ} 44' 18''$ W along said North right of way line a distance of 575.84 feet to the Point of Beginning; containing 8.98 acres.

Prepared by:

Thomas N. Bennett, PLS
Boyle Engineering Corporation
3025 East South Street
Orlando, Florida 32803

O-D04-102-00

June 27, 1977

EXHIBIT A

SECOND AMENDED BYLAWS OF ALHAMBRA CLUB MANAGEMENT, INC.

(A Florida Non-profit Corporation)

ARTICLE I

General

Section 1. The name of the corporation shall be ALHAMBRA CLUB MANAGEMENT INC., a Florida Non-Profit Corporation.

Section 2. The principal office shall be located at 2225 West Holden Avenue, Orlando, Florida 32839, or at such other place as may be subsequently designated by the Board of Directors.

Section 3. Other offices for the transaction of business shall be located at such places as the Board of Directors may from time to time determine

Section 4. Whenever required, the masculine shall include the feminine/or neuter and the singular shall include the plural.

ARTICLE II

Membership

Section 1. This corporation has been organized for the purpose of operating a condominium complex which will be known as ALHAMBRA CLUB, a Condominium.

Section 2. All owners of units in ALHAMBRA CLUB, a Condominium, shall automatically become members of this corporation upon acquisition of the ownership interest, with the approval of the Board of Directors of the corporation, as provided in the Declaration of Condominium for ALHAMBRA CLUB, a Condominium hereinafter called Declaration of Condominium.

Section 3. In the event of dissolution of the corporation for any cause, members in good standing at the time of such dissolution shall be entitled to participate, to the extent of their ownership interest, in ALHAMBRA CLUB, a Condominium, all as provided for in the Declaration of Condominium.

Section 4. All present or future owners, tenants, future tenants, or their employees, or any other person that might use the facilities of the condominium property in any manner, are subject to the regulations set forth in these Bylaws, the Charter of the Corporation operating the condominium property, and the Declaration of Condominium, in connection therewith. The mere acquisition or rental of any of the units of the condominium property or the mere act of occupancy of any of the units will signify that these Bylaws, Charter provisions and regulations in the Declaration of Condominium, are accepted, ratified and will be complied with.

ARTICLE III

Meetings of Members

Section 1. The annual meeting of the members shall be held at 7:00 p.m. on the second Tuesday in December of each year. If such date is a legal holiday, then the meeting shall be held on the next regular business day. At each annual meeting, the members shall elect a board of directors and transact any other business which may properly come before it. Such meeting shall be held at the principal office of the corporation or at such other place as is stated in the notice of such annual meeting. The newly elected directors shall take office as of the first day of January following the election.

Section 2. It shall be the duty of the President to call a special meeting of the owners at any time as directed by resolution of the Board of Directors or upon a petition signed by a majority of the owners being 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 (4/5) of the votes present, either in person or by proxy. Such meetings shall be held at the principal office of the corporation or at such other place as is stated in the notice of such special meeting.

Section 3. Written notice of the time and place of all annual and special meetings shall be mailed by the Secretary to each member not less than 15 days before the date of the meeting and posted in a conspicuous place on the condominium property at least fourteen (14) days prior to the meeting. Unless a unit owner waives in writing the right to receive notice of the annual meeting, the notice of the annual meeting shall be sent to each unit owner by U.S. mail or electronic mail, as permitted by Chapter 718, Florida Statutes, as the same may be amended from time to time.

Section 4. The President or, in his absence, the Vice President shall preside at all such meetings.

Section 5. At every such meeting the owners of each unit shall be entitled to cast one vote collectively for each unit owned. If a unit is held jointly by more than one owner, the joint owners shall file with the Secretary of the corporation before each meeting the name of the joint owner authorized to cast the vote for the unit, except where the unit is jointly owned by spouses such designation need not be made prior to meeting. Votes may be cast either in person or by proxy. All proxies shall be in writing and shall be filed with the Secretary and by him entered of record in the Minutes of the meeting. A proxy may be given to anyone designated by the unit owner.

Section 6. A quorum for the transaction of business at any such meeting shall consist of a majority of the membership interests of the corporation, but the members present at any meeting, though less than a quorum, may adjourn the meeting to a future time not more than 48 hours from the time the original meeting was called. When a quorum is present at any meeting, the holders of a majority of the voting rights present in person or represented by written proxy shall decide any question brought before the meeting, unless the question is one upon which by express provision of Florida law, the Declaration of Condominium or the Bylaws a different vote is required, in which case such express provision shall govern and control the decision of such question.

Section 7. A complete list of the members entitled to vote at each annual or special meeting of the membership shall be furnished and certified by the Secretary of the corporation and such list shall indicate the number of votes of each member. Only those persons whose names appear on such certified list shall be entitled to vote in person or by proxy at such meeting.

Section 8. Robert's Rules of Order shall be recognized as the authority governing the meeting of the Board, its Board of Directors, and committees in all instances wherein its provisions do not conflict with these Bylaws.

ARTICLE IV Board of Directors

Section 1. The business and property of the corporation shall be managed by a Board of five (5) directors.

Section 2. Vacancies in the Board of Directors caused by any reason other than removal of a Director by a majority vote of the owners shall be filled by 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 3. The annual meeting of the newly elected Board of Directors shall be held within two weeks following the annual meeting for the purpose of electing officers.

All officers shall be elected by the directors from their own members of the Board of Directors.

Section 4. Special meetings of the directors may be held at such time and place as the directors may designate. Such meetings may be called by the President or by the Vice President in the absence of the President or by any two members of the Board. The notice for any special meeting shall state the meeting time, place and purpose of the meeting.

Section 5. Regular Board of Directors meetings are to be held monthly but may be cancelled at the discretion of the Directors. Notice for any regular meeting shall be given to each director, personally or by mail or email at least ten (10) days prior to the day named for such meeting and personally or by mail or email at least three (3) days prior to the day named for such meeting in the case of special meetings. Adequate notice of all meetings shall be posted conspicuously on the condominium property at least 48 hours in advance, except in an emergency and meetings of the Board shall be open to all unit owners.

Section 6. Before or at 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 Directors are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

Section 7. 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 by announcing an alternate date. At any such adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice.

Section 8. An officer may be removed at any time by a majority vote of the full Board of Directors.

Section 9. The directors may, by resolution, appoint members of the Board as an executive committee to manage the business of the corporation during the interim meetings of the Board. The Executive Committee shall keep records of its meetings.

Section 10. Directors or officers shall receive no compensation for their services in such capacity, but a director or officer shall not be precluded from receiving compensation for any services rendered to the corporation in another capacity.

Section 11. The Board of Directors shall present a proposed annual budget in advance for the coming fiscal year showing anticipated income and operating expenses. The proposed budget shall be detailed by accounts and expense classifications. In addition to annual operating expenses, the budget shall include reserve accounts for deferred maintenance. These accounts shall include but not be limited to roof replacement, building and painting and pavement resurfacing. A copy of which proposed budget shall be mailed to each member at least thirty (30) days prior to the Board meeting at which will be considered for adoption. The unit owners shall be given at least thirty (30) days prior written notice of this meeting of the Board of Directors which shall include the time, place, and purpose of the meeting and such copy of the proposed budget. This meeting shall be open to the unit owners. If an adopted budget requires assessment against the unit owners in any fiscal or calendar year exceeding 115 percent of the assessments for the preceding year, upon written application of 10 percent of the unit owners to the Board, the Board shall call a special meeting of the unit owners within 30 days upon not less than 10 days' written notice to each unit owner. At the special meeting unit owners shall consider and enact a budget. The

adoption of the budget shall require a vote of not less than a majority vote of all unit owners. The Board of Directors may propose a budget to the unit owners at a meeting of members or in writing, and if the budget or proposed budget is approved by the unit owners at the meeting or by a majority of all unit owners in writing, the budget shall be adopted. In determining whether assessments exceed 115 percent of similar assessments in prior years, any authorized provisions for reasonable reserves, for repair or replacement of the condominium property, anticipated expenses by the condominium association which are not anticipated to be incurred on a regular or annual basis, or assessment for betterments to the condominium property, shall be excluded from the computation.

Section 12. At any duly-called regular or special meeting of the members, any one or more of the Directors may be removed with or without cause by a majority vote of the owners and a successor may then and there be elected to fill the vacancy thus created for the remainder of the term of said removed Director. Any Director whose removal has been proposed by the owners shall be given an opportunity to be heard at the meeting. A special meeting of the unit owners to recall a member or members of the Board of Directors may be called by 10 percent of the unit owners giving notice of the meeting as required for a meeting of unit owners, and the notice shall state the purpose of the meeting.

Section 13. The directors shall have whatever other power and authority as is granted to them by the Declaration of Condominium and the Laws of Florida, as both may be amended from time to time.

ARTICLE V Officers

Section 1. The principal officers of this corporation shall be a President, a Vice President, a Secretary, and a Treasurer, all of whom shall be elected by and from the Board of Directors, and shall hold office until their successors are duly elected and qualified. No person may hold two offices simultaneously, except the offices of Secretary and Treasurer may be held simultaneously by one individual. The Directors may also elect an assistant Treasurer and an assistant Secretary, and such other officers as in their judgment may be necessary. The officers of the Association shall be elected annually by the Board of Directors, at the organizational meeting of each new Board, and shall hold office at the pleasure of the Board.

Section 2. The President shall preside at all Directors' and Members' meetings and shall have general supervision over the other offices. He shall execute all contracts, agreements, and obligations of the corporation, except, however, as such authority may be otherwise delegated by resolution of the Board of Directors. He shall have all of the general powers and duties which are usually vested in the office of President of a Corporation, including but not limited to the power to appoint committees from among the unit owners from time to time as he may in his discretion decide if appropriate to assist in the conduct of the affairs of the Association. The President shall be an ex-officio member of all committees and as such, be notified of all meetings.

Section 3. 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 do so 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 4. The Secretary shall issue notices of all Directors' and Members' meetings and shall attend and keep the minutes of same retaining said minutes on a period of not less than seven (7) years, shall have charge of all corporate books, records and papers, shall be custodian of the corporate seal, and shall perform all such other duties as are incident to his office.

Section 5. The Treasurer shall have custody of all money and securities of the corporation and shall give bond in such sum and with sureties as the directors may require, conditioned upon the faithful performance of the duties of his office. He shall keep regular books of account and shall submit them, together with all his vouchers, receipts, records and other papers to the directors for their examination and approval as often as they may require; he shall deposit all monies and other valuable effects in the name of and to the credit of the Corporation in such depositories as may be designated by the Board of Directors and shall disburse the funds of the corporation as ordered by the Board, and shall perform all such other duties as are incident to his office. The Treasurer will serve as chairman of the Budget and Finance Committee.

ARTICLE VI

Inspection of Books and Accounts

Section 1. The books, accounts and records of the corporation shall be open to inspection by any member of the Board of Directors at all times. Members of the corporation or their authorized representatives shall have the right to inspect the records and books of account of the corporation at all reasonable times and written summaries of them shall be supplied at least annually to members or their authorized representatives. Failure to permit inspection of the association's accounting records by unit owners or their authorized representatives entitle any person prevailing in an enforcement action to recover reasonable attorney's fees from the person in control of the books and records who, directly or indirectly, knowingly denies access to the books and records for inspection. The records shall include, but are not limited to:

(a) A record of all receipts and expenditures.

(b) An account for each unit designating the name and current mailing address of the unit owner, the amount of each assessment, the dates and amounts in which the assessments come due, the amount paid upon the account, and the balance due.

ARTICLE VII

Fiscal Year

Section 1. The fiscal year shall be a calendar year.

ARTICLE VIII
Management, Operating and Maintenance

Section 1. The Board of Directors shall maintain, operate and manage ALHAMBRA CLUB, a condominium, in accordance with the provisions of the Declaration of Condominium and the Articles of Incorporation and the Bylaws of ALHAMBRA CLUB MANAGEMENT, INC., and in furtherance of such duty, the Board shall have the authority:

- (a) To exercise complete and exclusive control and management of the units and common areas located on the aforementioned real estate, including the ownership, use, occupancy and transfer of such units;
- (b) To make payment of insurance premiums, repairs, management expenses and all other necessary and/or proper operating expenses of the condominium complex;
- (c) To care for and preserve the improvements located on the aforementioned real estate (other than the interior of any unit and the equipment therein which are to be maintained by the individual unit owners);
- (d) To purchase any supplies, equipment or other property needed for such maintenance of the improvements located on the aforementioned real estate (excluding interiors of units);
- (e) To collect delinquent assessments by suit or otherwise; to abate nuisances and to enjoin or seek damage for violation of these Bylaws, the Articles of Incorporation or the Declaration of Condominium;
- (f) To employ, if and when deemed desirable, a resident or non-resident manager who shall manage the condominium property on such terms and conditions as the Board of Directors shall deem appropriate and to delegate to such manager such powers as may be necessary in connection with the operation of the condominium complex; to employ vendors, contractors and other persons needed for the proper operation of the condominium complex; and
- (g) To adopt and amend the Rules and Regulations and to do any other act or thing necessary or proper to carry out the purposes of the Articles of Incorporation, Bylaws and Declaration of Condominium.

Section 2. After adoption of a budget and determination of the annual assessment per Unit, the Board of Directors shall assess such sum by promptly notifying all owners by delivering or mailing notice thereof to the Voting Member representing each Unit at such members most recent address as shown by the books and records of the Corporation. One-twelfth (1/12) Of the annual assessment shall be due and payable in advance to the Corporation on the first day of each month regardless of whether members are sent or actually receive a written notice thereof. In addition, the Corporation shall have the power to levy special assessments against each Unit, if necessary, to cover the aforesaid types of expenses and shall have the power to levy other special assessments as provided in the Declaration of Condominium which shall be on a fractional basis as therein provided.

The record owners of each Unit shall be personally liable jointly and severally, to the Corporation for the payment of all assessments, regular or special, made by the Corporation and for all costs of collection of delinquent assessments. In the event assessments against a Unit are not paid within sixty (60) days after their due date, the Corporation may elect to declare all past due installments of maintenance and all installments to become due during the remainder of such fiscal year then due and payable

in full, as if such aggregate sum had originally been stipulated to so become due and payable in full, and the corporation shall have the right to foreclose its lien for such assessments.

Assessments that are unpaid for over thirty (30) days after due date shall bear interest per annum until paid at the maximum rate allowed by law until paid, as such interest rate may be amended by the Florida Legislature from time to time.

Section 3. Every owner must perform promptly all maintenance and repair work within his own unit, which if omitted would affect the condominium property in its entirety or in a part belonging to other owners, being expressly responsible for the damages and liabilities that his failure to do so may cause. All the repairs of internal installations of the unit such as water, light, gas, power, sewage, telephone, air conditioners, sanitary installations, doors, windows, lamps and other accessories belonging to the unit area shall be at the owner's expense. An owner shall be assessed by the Association for any expenditures incurred in repairing or replacing any common area and facility damaged through his fault or his family's, tenants', guests' and/or invitees' fault, and the same shall be a lien against the unit of such owner and may be enforced as other liens provided for in the Declaration of Condominium.

Section 4. All units shall be utilized for residential purposes only by the owner, members of his immediate family, guests and authorized tenants. An owner shall not make structural modifications or alterations in his unit or installations located therein without previously notifying the Board of Directors, or designated committee charged with Architectural Review, in writing, submitting detailed specifications and drawings, if applicable. The Board of Directors shall have the obligation to answer, in writing, within forty-five (45) days and failure to do so within the stipulated time shall mean that there is no objection to the proposed modification or alteration.

If the Board of Directors rejects the proposed alteration or modification, the owner may appeal to the Board of Directors for a rehearing and reconsideration of the matter and said Board shall then approve or disapprove by a majority vote.

Section 5. An owner shall not place or cause to be placed in the lobbies, vestibules, stairways, and other areas and facilities of similar nature, both common and limited, any furniture, packages, or objects of any kind, as more specifically set forth in the Rules and Regulations, as the same may be amended from time to time. Such areas shall be used for no other reason than for normal transit through them.

Section 6. Each 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. An owner shall permit representatives of the Association, when so required, to enter his unit for the purpose of performing installations, alteration, or repairs to the mechanical or electrical 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 and irrevocable in favor of the authorized representative(s) of the Association

ARTICLE IX

Seal

Section 1. The Board of Directors shall adopt a seal for the corporation.

ARTICLE X

Other Duties of Members and Rules of Conduct

Section 1. No resident of ALHAMBRA CLUB shall post any advertisements or posters of any kind in or on the common elements or other property owned by the Company except as authorized by a majority of the Board of Directors, or as otherwise approved in the Rules and Regulations adopted by the Board of Directors, as may be amended from time to time

Section 2. Residents shall exercise extreme care about making noise or the use of musical instruments, radios, televisions and amplifiers that may disturb other residents, or which would cause a nuisance as the same may be defined by law. There shall be no pets on the condominium property outside of those enumerated in the Rules and Regulations adopted by the Board of Directors, as the same may be amended from time to time. Such pets shall be allowed outside the units only when attended on a leash. No pets will be permitted in the recreational areas.

Section 3. It is prohibited to hang garments, rugs, etc. from the windows or from any of the facades of the condominium property. It is prohibited to dust rugs, etc., from windows or balconies or to clean rugs, etc., by beating on the exterior part of the condominium property.

Section 4. It is prohibited to leave garbage or trash outside the disposal installation provided for such purposes in the service areas.

Section 5. No owner, resident or lessee shall install wiring for electrical or telephone installations nor shall he install any type of television antenna, citizens band home base antenna, machine or air conditioning units, etc. on the exterior of the condominium property or that protrude through the walls or the roof of the condominium property except as authorized by the Board of Directors.

Section 6. No curtain, blind, awning, etc., shall be installed on any porch or balcony without the prior approval of the Board of Directors. All exterior window and glass door openings shall have white or off-white traverse drapery liner installed in the interior of the unit so as to provide esthetically uniform covering for such openings; provided however, this restriction shall not be applicable to kitchen and breakfast room windows. Nothing shall be disposed of from the balconies or windows.

Section 7. No repair other than emergency and immediate repair, may be performed on any vehicle, trailer motor, or boat on the condominium property. All residents who wish to park a trailer or other unmotorized vehicle on the property must make a written request to the Board or its agent. No trailer or other unmotorized vehicle shall be parked anywhere other than the specified spaces in the Holden Avenue parking lot as defined and controlled through the Rules and Regulations as adopted by the Board, and as the same may be amended from time to time. Space will be allocated only if all residents' regular vehicles have been accommodated.

ARTICLE XI Amendments

Section 1. An amendment to these Bylaws may be adopted by vote of two thirds (2/3) of the qualified voting members of the corporation. An amendment may be proposed by any ten (10) members of the corporation at any annual meeting of the membership or at a special meeting called for that purpose, with notice clearly setting forth the full text of proposed amendment. Any adopted amendment shall be recorded in the Public Records of Orange County, Florida.

ARTICLE XII General Provisions

Section 1. Indemnification of Board Members and Officers. Each Board member and officer of the corporation and each former Board member and officer of the corporation shall be indemnified by the corporation against the costs and expenses reasonably incurred by him in connection with the defense of any pending or threatened action, suit or proceeding, criminal or civil, to which he is or may be made a party by reason of his being or having been such Board member or officer of the corporation (whether or not he is a Board member or officer at the time of incurring such costs and expenses), except with respect to matters as to which he shall be adjudged in such action, suit or proceeding to be liable for misconduct or negligence in the performance of his duty as such Board member or officer. In case of the settlement of any action, suit or proceeding to which any Board member or officer of the corporation or any former Board member or officer of the corporation is made a party or which may be threatened to be brought against him by reason of his being or having been a Board member or officer of the corporation, he shall be indemnified by the corporation against the costs and expenses (including the cost of settlement) reasonably incurred by him in connection with such action, suit or proceeding (whether or not he is a Board member or officer at the time of incurring such costs and expenses) if (A) the corporation shall be advised by independent counsel that such Board member or officer did not misconduct himself or was not negligent in the performance of his duty as such Board member or officer with respect to the matters covered by such action, suit or proceeding were carried to a final adjudication in their favor could reasonably be expected to exceed the amount of costs and expenses to be reimbursed to such Board members and officers as a result of such settlement, or (B) corporation members entitled to exercise a majority of the voting power shall, by vote at any annual or special meeting of the corporation, approve such settlement and the reimbursement to such Board member or officer of such costs and expenses. The foregoing rights of indemnification shall inure to the benefit of the heirs and legal representatives of each such Board member or officer and shall not be exclusive of other rights to which any Board member or officer may be entitled as a matter of law or under the Declaration, any vote of corporation members or by virtue of any agreement.

Section 2. In case any of these Bylaws conflict with the other provisions of the Declaration of Condominium, it is hereby agreed and accepted that such other provisions of the Declaration of Condominium will control.

CERTIFICATE OF AMENDMENT TO THE DECLARATION OF
CONDOMINIUM OF ALHAMBRA CLUB, A CONDOMINIUM, BY
AMENDING THE BYLAWS OF ALHAMBRA CLUB MANAGEMENT, INC.

THIS IS TO CERTIFY that the attached writing is a true copy of the Second Amendment to the Bylaws of ALHAMBRA CLUB MANAGEMENT, INC., a non—profit corporation created pursuant to the Declaration of Condominium of ALHAMBRA CLUB, a condominium, recorded in Official Records Book 2807, Page 95, in the Public Records of Orange County, Florida, (hereinafter "Association"), which amendment was duly adopted at a meeting held on December 12, 2017 by the vote of eighty percent (80%) of the qualified voting members of the Association pursuant to Article XI of the said Bylaws.

Witnesses:

ALHAMBRA CLUB MANAGEMENT, INC.

Mary Clark MARY CLARK
Name: [Signature]
Name: STEVEN ST. OURS

[Signature] ROBERT MACKEY
President
[Signature] RUSSELL EVANS
Secretary

STATE OF FLORIDA
COUNTY OF ORANGE

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared Robert Mackey and Russell Evans, well known to me to be the President and Secretary, respectively, of the corporation named above and that they acknowledged executing this document in the presence of two subscribing witnesses freely and voluntarily under authority duly vested in them by said corporation.

WITNESS my hand and official seal in the county and state last aforesaid this 23 day of January, 2018.

[Signature]
Notary Public
My Commission Expires: 8/26/21



Shawn Michael Berry
NOTARY PUBLIC
STATE OF FLORIDA
Comm# GG102438
Expires 8/26/2021