

ALTAMONTE VILLAGE II
CONDOMINIUM INC.

BYLAWS

CERTIFICATE OF AMENDMENT TO THE BY-LAWS OF
ALTAMONTE VILLAGE II CONDOMINIUM INC.

This is to certify that the attached writing is a true copy of the Amendment to the By-Laws of Altamonte Village II Condominium, Inc. a condominium as recorded in the Official Records Book 1232, pgs 0275-0340 Public Records of Seminole County, Florida which amendment was duly adopted pursuant to the provisions of the said By-Laws and Chapter 718 of the Florida Statutes.

ALTAMONTE VILLAGE II CONDOMINIUM INC.

BY: Wanda A. Shaffer
WANDA A. SHAFFER President

BY: Michael Sagrista
MICHAEL SAGRISTA SEC Treasurer

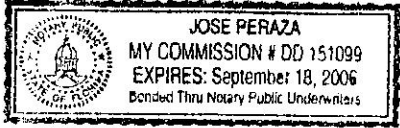
STATE OF FLORIDA
COUNTY OF Orange

I hereby certify that on this day before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared Wanda Shaffer DL# 5160-901-40-515-0 and Michael Sagrista DL# 526A540493100 of the Corporation named above and they acknowledged executing this document freely and voluntarily under authority duly vested in them by said corporation and that the seal affixed thereto is the true corporate seal of said corporation.

Witness by hand and seal in this County and State last aforesaid this 29 day of July 2004.

Jose Peraza
Notary Public

This instrument prepared by:
Altamonte Village II Condominium Inc.
Box 150312
Altamonte Springs, FL 32715-0312



AMENDMENT TO THE BY-LAWS OF
ALTAMONTE VILLAGE II CONDOMINIUM INC.

In accordance with the provisions of the Declaration of Condominium, and the By-Laws of Altamonte Village II Condominium, Inc., a condominium recorded at O R Book 1232, pgs 0275-0340 Public Records of Seminole County, Florida, and further in accordance with Chapter 718 of the Florida Statutes, the said By-Laws are amended as follows:

ARTICLE VII – FINANCE

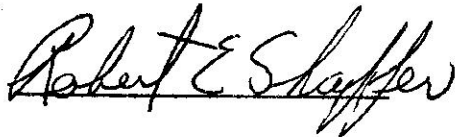
Section 8. The assessments shall be collected in the manner provided for in the Declaration of Condominium.

- a) All notices of assessments from the Association to the Unit Owners shall designate the amount of each installment and the due date, including the date after which the payment shall be deemed delinquent. Installment payments received after the delinquent date shall bear interest. In addition, the Association may impose a late fee on payments received after the delinquent date. Interest and late fees shall be imposed in the manner and amounts specified by Florida Law. The Board of Directors shall have the authority to levy and collect such fees. Collection includes procedures as provided in the Declaration, Article XIII ASSESSMENTS.

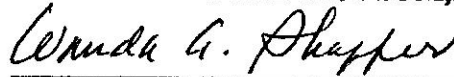
NOTE: Additions in text are indicated by underline

WITNESSES





ALTAMONTE VILLAGE II
CONDOMINIUM, INC.



WANDA A. SHAFER, President



Michael Sagrista Sec. Treasurer

(Corporate Seal)

BY-LAWSOFALTAMONTE VILLAGE II CONDOMINIUM, INC.ARTICLE I: NAME AND LOCATION

Section 1. The name of this corporation, which has been duly incorporated under the laws of Florida, as a non-profit corporation, shall be the ALTAMONTE VILLAGE II CONDOMINIUM, INC. This corporation shall be referred to hereinafter as the "Association" and its office shall be located at

ARTICLE II: PURPOSE

Section 1. This corporation has been organized as a non-profit corporation pursuant to the provisions of Chapter 617, Florida Statutes, for the purpose of operating and managing ALTAMONTE VILLAGE II a condominium, pursuant to the provisions of Chapter 718, of the Florida Statutes. The Condominium to be operated and managed by this corporation more particularly set forth in the Declaration of Condominium of ALTAMONTE VILLAGE II, a Condominium.

ARTICLE III: MEMBERS

Section 1. All of the owners of the Condominium Units shall be members of this corporation. Upon recording a deed establishing a change of record title to a Condominium Unit in the Condominium, and the delivery to the corporation of a true copy of the said recorded instrument, the new owners designated by said instrument shall become members of the corporation, and the membership of the prior owner shall be thereby terminated, so long as both the new and old owner have complied with the regulations concerning transfers in the Declaration of Condominium.

Section 2. Each Unit as set forth in Exhibit " C", shall be entitled to one vote and no votes shall be split, provided, however, the Developer shall have three (3) votes for each Unit owned by the Developer.

Section 3. The determination of persons entitled to vote shall be based upon record title to the Unit, plus the furnishing to the Association of certified copies of recorded deed or other instruments of conveyance or transfer of the Unit, and in sending notices of meetings and recording votes, the Association or any other persons, shall be entitled to rely on the record title for each Unit, as furnished to the Association at its office.

Section 3.1. If a Unit is owned by more than one person, or is under lease, the person entitled to cast a vote for the Unit shall be designated by a voting certificate, signed by all of the record owners of the Unit, and filed with the Association.

Section 3.2. If a Unit is owned by a corporation, the person entitled to cast a vote for the Unit shall be designated by a voting certificate signed by the President or Vice President and attested by the Secretary of the owner corporation and filed with this Association. Such voting certificate shall be valid until revoked or until superceded by a subsequent voting certificate, filed with the Association, or transfer of ownership of the Unit, as above specified. A voting certificate designating the person entitled to cast a vote of a Unit, may be revoked by any owner of a Unit, by filing a written revocation with the Association. If such a voting certificate is not on file, or

if it has been revoked, the vote of such owner or owners shall not be considered in determining the requirement for a quorum, nor for any other purpose.

Section 4. Proviso. Provided, however, that until the control of the Association has been turned over to the owner pursuant to Chapter 718 of the Florida Statutes or until the Developer elects to terminate his control of the Condominium, whichever shall occur first, the proceedings of all meetings of members of the Association shall have no effect unless approved by the Board of Administrators.

ARTICLE IV: MEETING.

Section 1. The annual members' meeting shall be held at 8:00 o'clock p.m., Eastern Standard Time, on the first Wednesday in December of each year, at the principal office of the corporation or at such other place as may be set forth in the notice of said meeting, in Orange or Seminole County, Florida. At such meeting, the members shall elect Administrators to serve until the next annual meeting of the members, or until their successors shall be duly elected and qualified, and for such other business as may be authorized to be transacted by the members. Provided, however, if said meeting date falls on a legal holiday, the meeting shall be held at the same hour on the next day. The annual meeting may be waived by unanimous agreement of the members in writing which provides for the naming of Administrators not otherwise designated.

Section 1.1. The first annual meeting of the members shall be held on the first Wednesday in March of 1980. The holding of the first annual meeting may be accelerated if, in the opinion of the said Developer, it is advisable to hold said meeting.

Section 2. A special meeting of the members to be held at the same place as the annual meeting, or such other place in Seminole or Orange County, Florida, as may be set forth in the notice of said meeting. Such special meeting may be called at any time by the President, or in his absence, the Vice President, or by a majority of the Board of Administrators of the Association; and such meeting must be called by such persons, upon receipt of a written request from members entitled to cast forty-five percent (45%) of the vote of the entire membership.

Section 3. Notice of the time and place of all annual and special meetings shall be mailed by the President or Vice President or Secretary to each member posted in a conspicuous place on the condominium property not less than fourteen (14) days prior to the date of the meeting, to the address of said member as it appears upon the books of the Association unless waived in writing by the member. A certificate of the officer mailing said notice shall be prima facie proof that said notice was given. Notice of a meeting may be waived before or after meetings and action may be taken by written agreement.

Section 4. The President, or in his absence, the Vice President, shall preside at all annual or special meetings of the members, or a third person may serve in capacity of temporary Chairman, if consented to by a majority of the members present in person at the meeting.

Section 5. A quorum for members' meetings shall consist of persons present in person, or by proxy entitled to cast more than fifty percent (50%) of the vote of the entire membership. In the event that a quorum is not present, the members present at any meeting, though less than a quorum, may adjourn the meeting to a future date. A quorum once established at a meeting cannot be destroyed by the withdrawal of members present in person or by proxy. The acts approved by a percentage vote of fifty percent (50%) of the members voting in person or by proxy, at which a quorum is present shall constitute

the acts of the members, except where approval by a greater percentage vote of the members is required by the Declaration of Condominium, the Articles, these By-Laws, or the said Condominium Act.

Section 5.5. The signing of approval by any member of a copy of the minutes shall constitute the presence of such member for the purpose of validating all of the actions taken at said meeting.

Section 6. Votes may be cast in person or by proxy. All proxies shall be in writing and shall be filed with the Association prior to the particular meeting designated therein, or any adjournment thereof, and entered of record in the minutes of the meeting. No proxy shall be valid unless the same is executed by the person holding a voting certificate for the particular Unit, as specified in Section 3 of Article III; or unless said person is the sole owner of the Unit, pursuant to the record title furnished to the Association, as provided in Section I of Article III. Proxies shall be valid only for the particular meeting designated therein.

Section 7. Annual or special meetings of the members may be held at any time or place in Seminole or Orange County, Florida, without notice, with the written consent of members entitled to cast fifty percent (50%) of the vote of the membership.

Section 8. If any meeting of members cannot be organized because a quorum has not attended or furnished proxies, the members present in person or by proxy, may adjourn the meeting from time to time until a quorum is present.

Section 9. The order of business at all meetings of the members, where applicable and where no other agenda has been approved by the presiding officer shall be as follows:

- (a) Election of Chairman of the meeting.
- (b) Election of Secretary of the meeting.
- (c) Calling the roll and certifying proxies.
- (d) Proof of notice of meeting or waiver of notice.
- (e) Reading and disposal of any unapproved minutes.
- (f) Reports of officers.
- (g) Reports of Committees.
- (h) Election of inspectors of elections.
- (i) Election of Administrators
- (j) Unfinished business.
- (k) New business.

Section 10. The Association proceedings shall be conducted in accordance with Roberts Rules of Order when not otherwise in conflict with the Articles and By-Laws of this corporation, or with statutes of Florida, or the Declaration of Condominium.

ARTICLE V: ADMINISTRATORS

Section 1. The business and affairs of the Association shall be managed by a Board of Administrators who shall be elected by the members. Said Board of Administrators shall consist of not less than

three (3) persons nor more than nine (9) persons. The number of Directors shall initially be three (3) and the number shall be increased to seven (7) as set forth below in Section 2.

Section 2. The Developer, shall have the right to elect a majority of the members of the Board of Administrators of the Condominium pursuant to Florida Statutes Chapter 718.

Section 2.2. When the Developer's right to elect the majority of the Board of Administrators as hereinabove provided, is terminated, or if it is earlier relinquished by the Developer, the number of Administrators shall be increased to seven (7) persons, of which the three (3) receiving the most votes shall serve for two years, and the remaining four (4) members shall serve for a period of one year. Thereafter, at each regular annual meeting of the members, successors shall be respectively elected for a term of two (2) years. The owners of each Unit, or the person entitled to vote for each Unit as set forth in Article III, Section 3, shall be entitled to vote his percentage vote for each Administrator to be elected. Any nominee declared elected must receive a plurality of votes.

Section 2.3. Administrators elected by the Developer shall have the right to serve until the next annual meeting, and until their successors have been duly elected and qualified, even though the term set forth above is reached during the year prior to the holding of an annual meeting. This shall not modify the voting rights of the Developer, as to any unsold Units.

Section 2.4. It shall not be necessary for a member of the Board of Administrators to be the owner of an individual Unit, if elected by the Developer, as provided above. It shall be necessary, however, for any other member of the Board of Administrators to also be the owner of a Unit, or an officer of the corporation owning a Unit, or the trustee of a trust owning a Unit. Provided, however, that after the Developer's power to elect the majority of the Board of Administrators has expired or been terminated at all times at least five (5) of the Administrators must be full time residents of this Condominium.

Section 2.5. Except for the Administrators elected or appointed by the Developer, an Administrator may be removed for cause or for the failure to be either the owner of a Unit, have an interest therein, or in the event of corporate ownership, failure to be an officer or designated agent thereof. The removal of a Administrator pursuant to this paragraph shall be taken at a special meeting called for that purpose.

Section 3. Prior to the holding of the first annual meeting of the members, the Administrators named in the Articles shall so serve, and if any so named resign or for any reason cannot serve, the Developer may name any person to fill the said vacancy, and such Administrator may be removed from office at any time, for any reason, by the Developer.

Section 4. In the event of a vacancy occurring in the Board of Administrators, the remaining Administrators shall elect one of the members to serve as a Administrator for the unexpired term of the former Administrators. If the vacancy is brought about by resignation or other reason of a member of the Board of Administrators who has been elected by the Developer, then in that event the Developer shall have the right to fill the vacancy at its discretion, and the person so appointed shall serve for the unexpired portion of the term of the former Administrator.

Section 5. After the first annual meeting of the members, a Administrator may be removed from office, with or without cause, by the affirmative

vote of sixty-six (66%) of the votes cast by the Unit owners, at any regular or special meeting, provided however, that no Administrator elected by the Developer shall be removed without its written consent, so long as it has the right to elect Administrators or the Administrators in question, but the Developer may remove any of its designated or elected Administrators and fill any vacancy of any Administrators previously filled by a person designated and selected by it, by designating such intent by its written instrument delivered to any officer of the Association.

Section 6. The first meeting of a newly elected Board of Administrators shall be held within ten (10) days of election at such place as shall be fixed by the Administrators at the meeting at which such Administrators were elected, and no notice shall be necessary to the newly elected Administrators in order legally to constitute such meeting, providing a majority of the whole Board shall be present.

Section 7. Regular meetings of the Board of Administrators shall be held at such time and place as shall be determined from time to time by a majority of the Administrators. Notice of such regular meetings of the Board shall be given to each Administrator personally or by mail, telephone or telegraph, at least three (3) days prior to the day named for such meeting, or may be held without prior notice if all Administrators waive notice in writing before the meeting, or ratify the action taken at the meeting by written approval signed after the meeting is held.

Section 7.2. The Administrators may establish a schedule of regular meetings to be held in the offices of the Association and no further notice shall be required to be sent to the said Administrators of said regular meetings, once said schedule has been adopted.

Section 8. Special meetings of the Board of Administrators may be called by the President on three days' notice to each Administrator given personally or by mail, telephone or telegraph, which notice shall state the time, place and purpose of the meeting (as hereinbefore provided). Special meetings of the Board of Administrators shall be called by the President or Secretary, in like manner and on like notice on the written request of at least three (3) Directors.

Section 9. Before or after any meeting of the Board of Administrators, any Administrator may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Administrator at any meeting of the Board shall be a waiver of notice by him of the time and place thereof. If all the Administrators are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

Section 10. At all meetings of the Board of Administrators, a majority of the Administrators shall constitute a quorum of the transaction of business, and the acts of the majority of the Administrators present at a meeting at which a quorum is present shall be the acts of the Board of Administrators. The joinder of a Administrator in the action of a meeting by signing a concurrence in the minutes thereof within ten (10) days after such meeting shall constitute the presence of the Administrator for the purpose of determining a quorum. If at any meeting of the Board of Administrators, 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 originally called, may be transacted without further notice. The President of the Association shall act as Chairman of the Board of Administrators and he shall be entitled to vote as a member of the Board of Administrators on all questions arising before the Board of Administrators.

Section 11. The Board of Administrators shall have all of the powers vested in it under common law, and pursuant to the Florida Condominium Act, as amended from time to time, together with any powers granted

to it pursuant to the Articles of Incorporation, the Condominium Documents, subject only to such approval of the owners of Units, or the Developer, as may be required by these By-Laws, the Articles of the Association, and the Condominium Documents.

Such powers shall include but shall not be limited to:

- (a) Management and operation of the Condominium.
- (b) Making and collecting assessments from members for the purpose of operating and managing the Condominium, paying all costs and expenses.
- (c) Maintenance, repair and replacement of Condominium Property; and using proceeds of assessments in the exercise of its powers and duties.
- (d) Reconstruction of improvements after any casualty, and the further improvement of the Condominium Property.
- (e) Hiring and dismissing any necessary personnel required to maintain and operate the Condominium, which may include the retaining of and payment of reasonable compensation to independent contractors, such as accountants, attorneys, and brokers to accomplish and carry out its powers and duties.
- (f) Making and amending from time to time the regulations respecting use of the Condominium Property.
- (g) The approving or disapproving of proposed purchasers, lessees and mortgagees of Units, in the manner provided in the Declaration of Condominium and the Rules and Regulations adopted by the Board of Directors, pursuant thereto.
- (h) The carrying and paying of premiums for such insurance as may be required for the protection of the owners of Condominium Units, and the Association against any casualty or any liability to third persons, and the paying of all power, water, sewer and other utility services rendered to the Condominium, not billed to the Unit Owners.
- (i) The employment of a management agent or entity at a compensation established by the Board, and the power to delegate to a management agent or agency such powers and duties as the Board shall authorize, except such as are specifically required by the Declaration of Condominium to have the approval of the Board of Directors or the membership of the Association; and specifically this power shall include the power to delegate powers and duties of the Board to a common management agency or entity, which may be a non-profit corporation to operate and manage this Condominium together with Manager as each said Condominium is completed.
- (j) The enforcing by legal means of the provisions of the Condominium Documents, and the Articles of Incorporation, the By-Laws of the corporation and the regulations for the use of the property in the Condominium.
- (k) The paying of any taxes or special assessments against any Condominium Unit where the same are in default, and to assess the same against the said Unit, subject to said taxes and liens.
- (l) The paying of any taxes or special assessments on any Condominium Unit acquired by the Association through the enforcement of any lien held by the Association against said Unit, or otherwise acquired.
- (m) The acquiring of the title by foreclosure or by deed of conveyance to any Condominium Unit; provided, that the title to the said Unit and all appurtenances shall be held in trust for the use and benefit of all of the owners of the Units in this Condominium.

Section 12. Notwithstanding anything contained herein to the contrary the meetings of the Board of Administrators shall be open to all Unit Owners and adequate notice of all meetings shall be posted conspicuously on the Condominium property at least forty-eight (48) hours in advance except in emergencies.

ARTICLE VI: OFFICERS

Section 1. The officers of the Association shall be a President, a Vice President, a Secretary, a Treasurer, all of whom shall be elected annually by the Unit Owners and Developer so long as the Developer has said right pursuant to the Florida Statutes, and who may be peremptorily removed from office by vote of the Unit Owners at any meeting. All officers must be Directors. After the Developer no longer has the power to elect or appoint a majority of the Board, the Secretary and Treasurer must be members of the Association.

Section 1.1. The Administrators may appoint an Assistant Treasurer and Assistant Secretary and such other officers as in their judgment may be necessary. The office of the Secretary and Treasurer may be filled by the same person. The Board of Directors may from time to time elect such other officers and designate their duties and powers, as the Board determines to be necessary to manage the affairs of the Association. Such other officer need not be members of the Board.

Section 2. The officers of the Association shall be elected by the Unit Owners at the annual meeting in the same manner and for the same term as Administration, or until their successors are duly elected and qualified, except that upon the affirmative vote of a majority of the Unit Owners, any officer may be removed, with or without cause, and a successor appointed.

Section 3. The President shall be the chief executive officer of the Association. He shall preside at all meetings of the Association and the Board of Administrators. 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 powers of appointing committees from among the members, 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 4. 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 Administrators shall appoint some other member of the Board to so act, 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 Administrators.

Section 5. The Secretary shall issue notice of all Administrators and members meetings and shall attend and keep minutes of the same; shall have charge of all Association books, records and papers; shall be custodian of the corporate seal; shall attest with his signature and impress with the corporate seal all contracts or other documents required to be signed on behalf of the Association and shall perform all such other duties as are incident to his office. The duties of the Assistant Secretary shall be the same as those of the Secretary in the absence of the Secretary.

Section 6. The Treasurer shall have the responsibility for Association funds and securities, and shall keep the books of the Association in accordance with good accounting practices; and he shall perform all other duties incident to the office of Treasurer. The duties of the Assistant Treasurer shall be the same as those of the Treasurer in the absence of the Treasurer.

Section 7. Any vacancy in the office of the President, Vice President,

Treasurer, Assistant Treasurer, Secretary or Assistant Secretary, or any other officer or employee for any reason whatsoever, may be filled by the Board of Administrators at any regular or special meeting which may elect a successor to the vacant office, who shall hold office for the balance of the unexpired term.

Section 8. The compensation of all officers and employees of the Association, shall be fixed by the Administrators. This provisions shall not preclude the Board of Administrators from employing a Administrator or managing agent or other entity, nor preclude the Board from contracting with a Administrator for the management of the Condominium; none of the foregoing provisions shall bar or preclude the delegation of some or all of the duties of the above officers, to a managing or administrative agent or other entity. It is planned that initially one of the Developing agents shall be paid for acting as the managing agent of the Condominium.

ARTICLE VII: FINANCE

Section 1. The funds of the Association shall be deposited in a bank of Seminole County or in Orange County, Florida, and shall be withdrawn only upon the check or order of such officers, employees, or agents as are designated by Resolution by the Board of Administrators from time to time.

Section 2. For accounting purposes, the Association shall operate upon the calendar year beginning the first day of January and ending the 31st day of December of each year, unless otherwise determined by the Board of Administrators.

Section 3. An audit of the accounts of the Association shall be made annually by a Certified Public Accountant and a copy of the report shall be furnished to each member no later than March 1st of the year following the year for which the report is made. A summary of such report shall be sufficient if approved by the Board of Administrators.

Section 4. The Board of Administrators of the Association shall maintain a set of books of accounts for the Association which shall show all the receipts and expenditures of the Association, the cost of which shall be considered as Common Expenses, which shall include the accounts set forth in the Declaration of Condominium, and the following:

(a) An individual account shall be kept for each Unit in the Condominium, which shall designate the name and address of the owner or owners, the amount of each assessment against the Unit, the dates and amounts in which the assessments become due, the amounts paid upon the account and the balance due upon the assessments.

(b) A current expense fund shall be maintained, which shall include all receipts and expenditures to be made within the year for which the budget is made, including a reasonable allowance for contingencies and working funds. The balance of this fund at the end of each year may be transferred to the Capital Reserve Account provided for.

Section 5. The Board of Administrators shall adopt a budget for each calendar year that shall include the estimated funds required to defray the Common Expenses.

(a) The amount for each budgeted item may be increased over the foregoing limitations when approved by the Unit Owners entitled to cast not less than seventy-five percent (75%) of the vote of the entire membership of the Association.

(b) Copies of the budget and proposed assessments shall be transmitted to each member on or before December 1st preceding the year for which the budget is made. If the budget is amended subsequently, a copy of the amended budget shall be furnished to each member.

Section 6. The Board of Administrators shall require that a fidelity bond be obtained from all officers and employees of the Association handling or responsible for the Association funds. The amount of such bond shall be determined by the Board of Administrators, and the premiums on such bond shall be paid by the Association as an item or general expense.

Section 7. All assessments paid by members of the Association for the maintenance and operation of the Condominium shall be utilized by the Association for the purposes of said assessments. Any excess monies received from said assessments paid by any member shall be held by the Association after the payment of expense for maintaining and operating the limited and general common property and carrying out all of the Association's other obligations, shall be considered as general surplus and held for the benefit of all members.

Section 8. The assessments shall be collected in the manner provided for in the Declaration of Condominium.

Section 9. 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 the 1st day of January preceding the year for which the assessments are made. Such assessments shall be due and payable in twelve (12) equal installments on the first day of each and every month during the year for which the assessments are made. If the annual assessment is not made as required, an assessment shall be presumed to have been made in the amount of the last prior annual assessment and monthly installments on such assessment shall be due upon each installment date until changed by an amended assessment. In the event the annual assessment proves to be insufficient, the budget and assessments may be amended at any time by the Board of Directors, if the accounts of the amended budget do not exceed the limitations set forth above for that year. Any account that does not exceed such limitation shall be subject to the approval of the membership of the Association as previously required by these By-Laws. The unpaid assessment for the remaining portion of the calendar year for which an amended assessment is made shall be due and payable in equal monthly installments on the first day of each and every month during the remaining portion of said calendar year. The first assessment shall be determined by the Board of Administrators of the Association.

Section 10. Where the mortgagee of a first mortgage of record or other purchaser of a Condominium unit obtains title to the Condominium parcel as a result of foreclosure of the first mortgage, or by deed from the mortgagor in satisfaction of said mortgage, such acquirer of title, his successors and assigns, shall not be liable for the share of common expenses or assessments by the Association pertaining to such Condominium parcel or chargeable to the former Unit Owner of such parcel which became due prior to acquisition of title as a result of the foreclosure of such deed. Such unpaid share of common expenses or assessments shall be deemed to be common expenses collectible from all of the Unit Owners including such acquirer, his successors and assigns, and any lien recorded because of any delinquent assessment shall be satisfied of record upon proof that a mortgagee has obtained such title by foreclosure deed or otherwise.

Section 11. Acceleration of assessment installments upon default. If the owner of a unit shall be in default in the payment of an installment upon an assessment, the Board of Administrators may accelerate the remaining installments of the assessment upon notice to owner of the unit, 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 owner of the unit, or not less than twenty (20) days after the mailing of such notice to the owner of the unit by registered or certified mail, whichever shall occur first.

Section 12. Assessments for emergencies. Assessments for common expenses in emergencies which 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 owners of units concerned. After such notice and upon approval in writing by persons entitled to cast more than one-half of the votes of the owners of units concerned, the assessment shall become effective, and it shall be due after thirty (30) days notice in such manner as the Board of Directors of the Association may require in the notice of assessment.

Section 13. The depository of the Association shall be such bank or banks as shall be designated from time to time by the Board of Administrators, and in which the monies from such accounts shall be only by checks signed by such persons as are authorized by the Directors.

ARTICLE VIII: AMENDMENTS

Section 1. The Articles of this corporation may be amended by the members at duly constituted meetings, called for such purpose, or at an annual meeting provided notice of the proposed changes have been furnished in writing to all members or persons entitled to vote thereon, at least thirty (30) days prior to the said meeting. No amendment shall be effective unless amended pursuant to the Articles of Incorporation.

Section 2. The By-Laws may be amended by the Association in the same manner as set forth in Section 1 above for the amendment of the Articles and as provided in Article XXII of the Declaration of Condominium.

Section 3. The Declaration of Condominium may be amended in accordance with the provisions of the Declaration of Condominium.

Section 4. No amendment to the Articles or the By-Laws shall be effective without the approval of a majority of the Board of Administrators.

Section 5. The effectiveness of any amendment of the Articles or By-Laws shall date from its recordation with the Clerk of the Circuit Court in Orange County.

Section 6. Prior to the first annual meeting of the members of this Condominium, the Developer shall have the right to make changes in the Declaration, By-Laws, Articles and any Exhibits thereto so long as the changes do not decrease a member's share of the general common expenses or change or modify the percentage vote which may be cast by any Unit Owner, or change the location of an individual Unit sold to a member or substantially decrease the size of any Unit.

Section 7. The Board of Administrators of the Association may from time to time make, adopt, amend and endorse reasonable regulations respecting the use of the respective Condominium properties, and any property in which the Association owns an interest.

Section 7.1. An owner of a unit shall pay all ad valorem taxes on his particular unit, whether assessed directly or assessed against the Condominium as a whole, and prorated by the Board of Administrators of the Association.

Section 7.2. An owner of a unit shall maintain his unit so that the unit or any other unit owner will not be damaged by this neglect.

Section 7.3. An owner of a unit shall maintain all of the interior installations of the unit, including the maintenance of the water, light, power, sewage, telephone, air-conditioners, sanitary installations, doors, windows, lamps and other accessories belonging to the particular unit and now owned by the Association or covered by the insurance maintained by the Association.

Section 8. No object shall be placed in or on the common area by a Unit Owner which will interfere in any manner with the use of said area, or render said area unsightly.

Section 8.1. A person or persons designated by the Board of Administrators of the Association shall be granted permission by an owner to enter his unit in any case of emergency or to make repairs which are immediately necessary. The cost of said repairs, if they occur inside the unit, shall be borne by the unit owner.

The foregoing were duly adopted as the By-Laws of ALTAMONTE VILLAGE II CONDOMINIUM, INC., being a corporation not for profit under the laws of the State of Florida, at the first meeting of the Board of Administrators.

Attest: [Signature]
Secretary

By [Signature]
President

(CORPORATE SEAL)

This is a legally binding contract when properly completed and executed. If not fully understood, seek legal advice before signing.

CONTRACT FOR SALE AND PURCHASE

Date _____

ANY PAYMENT IN EXCESS OF TEN (10) PERCENT OF THE PURCHASE PRICE MADE TO DEVELOPER PRIOR TO CLOSING PURSUANT TO THIS CONTRACT MAY BE USED FOR CONSTRUCTION PURPOSES BY THE DEVELOPER.

12020070
PAGE
BODY
SEMIHOLE COUNTY
FLORIDA

Blgd # _____ Floor _____ Type _____

Address _____

Phone (Home) _____ (Work) _____

This is an Agreement between _____ of Orlando, Florida, hereinafter referred to as "Developer", who agrees to sell and _____ hereinafter referred to as "Purchaser" who agrees to purchase the following property in _____ County, Florida:

A fee simple title to Unit No. _____ together with an undivided interest in and to the common elements of _____, in accordance with the Declaration of Condominium filed in the Public Records of _____ County, Florida, in Official Records Book _____, Page _____. The fee simple title shall be evidenced by a Warranty Deed to be executed by the Developer to the Purchaser at closing.

(MAY) Legibility of writing, typing or printing unsatisfactory in this document

The following terms and conditions:

1. Terms of Payment. The purchase price of the Unit will be paid in the following manner:

_____ of said purchase price shall be paid in cash at the time of closing \$ _____

_____ of said purchase price shall be paid in cash at the time of closing \$ _____

_____ of said purchase price shall be paid in cash at the time of closing \$ _____

_____ of said purchase price shall be paid in cash at the time of closing \$ _____

TOTAL PURCHASE PRICE \$ _____

Purchaser agrees that he will apply to _____ for a mortgage loan. This Agreement is conditioned upon Purchaser's ability to obtain a loan at _____ interest for _____ years.

If purchaser is unable to obtain such a loan by _____ and if Developer is unable to obtain for purchaser such a loan, this agreement is cancelled and the buyers deposit shall be refunded within five days thereafter.

2. The Condominium

A. Developer has constructed and equipped _____ Units and other improvements upon the land. The plans and specifications are available for inspection by purchaser at the office of the Developer.

B. Purchaser's Unit is being sold unfurnished, but will be equipped in the manner shown by the plans and specifications including, but not limited to, refrigerator, range, refrigerator, dishwasher, disposal, standard vinyl in kitchen & hotwater heater closet, standard w/w carpet throughout, light fixture in dining room, stockade cypress fence w/gate.

C. The following documents are presented to the prospective purchaser upon the execution hereof and purchaser by executing this contract, hereby acknowledges the receipt thereof:

1. Declaration of Condominium
2. Articles of Incorporation
3. By-Laws of Association
4. Projected operating budget, taxes and monthly charges for maintenance of the common elements.
5. Sales brochure and floor plan, showing the location of recreational facilities, parking and other common areas to be shared equally by all the Unit owners.
6. Certificate of Completion.

Developer reserves the right to make changes in any of the documents furnished, providing such changes do not decrease purchaser's share in the common elements, change voting rights or increase purchaser's share in the common expenses except as specifically permitted in the documents.

D. Developer shall cause the Condominium Association to make assessments for common expenses as that for the period beginning with the date on which Developer is to close this sale according to the terms of this Agreement and ending pursuant to the time set forth in the Declaration of Condominium, the assessments against the unit for the common expenses shall be at the estimated rate not to exceed \$ _____ per/month in advance, and Developer shall be assessed for only that part of the common expenses that is in excess of the sums collected by assessments against Units sold by Developer. The first assessments due hereunder shall be pre-paid and paid at closing. This clause shall survive the closing.

E. The Unit that is the subject of the Agreement has not been occupied.

3. Title. At closing, the Developer shall deliver to purchaser a good and sufficient Warranty Deed conveying the Unit and appurtenances thereto hereinafter referred to as the Unit subject to all of the terms and conditions of the Declaration of Condominium and all Exhibits attached thereto and easements of record. At closing, the purchaser shall execute and deliver to Developer any and all necessary documents required to be executed by the Purchaser, including, but not limited to a closing statement, and any and all documents which might be required in connection with any mortgage financing obtained by the Purchaser. Taxes shall be prorated as of the date of closing. It shall be the obligation of the Developer at the closing to pay for all closing costs except for prepaid items. Should purchaser desire title insurance, Purchaser shall pay for the same.

4. Closing

A. This sale shall be closed ten days after Purchaser has received a mortgage commitment in accordance with the terms of paragraph 1.

B. The closing shall take place at the office of _____ in _____ County to be determined by the Developer.

C. The Developer shall provide to the purchaser a copy of the Warranty Deed to the Unit and the conclusive evidence of the full performance and discharge by Developer of all obligations and responsibilities made by Developer.

5. Required. Purchaser further acknowledges that in the course of construction of any building or other improvements, certain...
plans or specifications approved by the Architect or required by the county or city authorities of Orange County of Orlando, Florida, or by the Florida Board of Building and Code Officials, are authorized.

6. Variation in Materials. It is further agreed that certain items such as kitchen cabinets, laminated covering, carpeting and paint colors...
shall be returned forthwith to him by Developer upon demand made to Developer. Failure by Purchaser to give notice in writing to Developer of any alleged defect before Developer renders performance of any omitted act shall constitute a waiver of default.

7. Default.
A. If Developer defaults in the performance of this Agreement, then Purchaser, at his option, may elect to void the Agreement and all sums paid by him shall be returned forthwith to him by Developer upon demand made to Developer. Failure by Purchaser to give notice in writing to Developer of any alleged defect before Developer renders performance of any omitted act shall constitute a waiver of default.

B. In the event the purchaser fails or refuses to execute all of the necessary instruments required of him promptly in accordance with the terms of this Agreement or fails or refuses to pay any sums due the Developer on the purchase price or any closing costs or other sums as may be required as set forth in this Agreement, then and in that event, the Developer shall be entitled to give the purchaser ten days written notice of said default at the address of the purchaser. This Agreement, and in the event that the purchaser shall fail to cure said default within said ten day period, then and in that event, Developer shall be entitled to retain any deposits made by the purchaser as liquidated damages in order to compensate the Developer for any expenses which it may have incurred in connection with this sale. provided, however, the purchaser shall be liable for any damage done to the unit or the condominium property.

C. Upon making of the payments provided in the event of default, both parties shall be released from all further obligations under this Agreement.

8. Nonassignability. This Agreement is personal to the Purchaser and cannot be assigned without approval of Developer in writing.
9. Assignability. This Agreement may be assigned by the Developer and the term Developer shall refer to its successors or assigns.

10. Community. This Agreement is for the purchase of a unit in a community which is properly configured to the present development, which may be developed into a Condominium which would include the community facilities presently to be constructed. This agreement is subject to the unit's declaration of Condominium, which is incorporated herein by reference.

11. Delivery of Items. The Developer shall deliver to the purchaser the items specified in the Schedule of Items attached to this Agreement. The Developer shall be deemed to have delivered any item and the obligation of the Developer to deliver any item shall be deemed to have been satisfied by making it available to the purchaser at the address specified in this Agreement. Notice of delivery by mail shall constitute delivery.

12. Assurances. This Agreement is subject to the terms, conditions and covenants of the applicable subdivision plat. The Developer warrants that it has obtained all necessary permits and approvals from the appropriate governmental authorities for the construction and completion of the project. The Developer warrants that it has obtained all necessary permits and approvals from the appropriate governmental authorities for the construction and completion of the project.

13. Construction of Agreement. This Agreement shall be governed by and construed under the laws of the State of Florida. In the event of any litigation instituted by way of construction or enforcement of this Agreement, the party prevailing in said litigation shall be entitled to collect and receive from the losing party all court costs and other expenses, including a reasonable attorney's fee.

THIS AGREEMENT IS VOIDABLE BY BUYER BY DELIVERING WRITTEN NOTICE OF THE BUYER'S INTENTION TO CANCEL WITHIN 15 DAYS AFTER THE DATE OF EXECUTION OF THIS AGREEMENT BY THE BUYER AND RECEIPT BY BUYER OF ALL OF THE ITEMS REQUIRED TO BE DELIVERED TO HIM BY THE DEVELOPER UNDER SECTION 718.503 FLORIDA STATUTES. BUYER MAY EXTEND THE TIME FOR CLOSING FOR A PERIOD OF NOT MORE THAN 15 DAYS AFTER THE BUYER HAS RECEIVED ALL OF THE ITEMS REQUIRED. BUYER'S RIGHT TO VOID THIS AGREEMENT SHALL TERMINATE AT CLOSING.

14. REPRESENTATIONS CANNOT BE RELIED UPON AS CORRECTLY STATING THE REPRESENTATIONS OF THE DEVELOPER FOR CORRECT REPRESENTATIONS REFERENCE SHOULD BE MADE TO THIS CONTRACT AND THE DOCUMENTS REQUIRED BY SECTION 718.503 FLORIDA STATUTES. TO BE FURNISHED BY A DEVELOPER TO A PURCHASER OR LESSEE.

15. PAYMENT IN EXCESS OF TEN PERCENT OF THE PURCHASE PRICE MADE TO DEVELOPER PRIOR TO CLOSING PURSUANT TO THIS CONTRACT MAY BE USED FOR CONSTRUCTION PURPOSES BY THE DEVELOPER.

16. WHEREOF, the parties herein have set their respective names and seals this day and year first above written.

Buyer: _____
Purchaser(s): _____
Developer: _____

17. To Seller: _____

18. To East Colonial Drive, Orlando, Florida
19. To East Colonial Drive, Orlando, Florida

MEANS Legibility of writing, typing or printing essential to this document.

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BOOK PAGE
12320341
SEMINOLE COUNTY
FLORIDA