B Y - L A W S

OF

FLORIDA NON-PROFIT CORPORATION

ARTICLE I. IDENTITY

The following By-Laws shall govern the operation of the Condominium created by the Declaration of Condominium to which these By-Laws are attached.

The Association whose name appears at the end of this instrument is a Florida Corporation not for profit, organized and existing under the laws of the State of Florida for the purpose of administering (but not exclusively unless so provided in the Association's Articles of Incorporation) the Condominium created by the Declaration of Condominium to which these By-Laws are attached.

Section 1. The Office of the Association shall be at the Condominium property, or at such other place as may be subsequently designated by the Board of Directors of the Association.

Section 2. The Seal of the Corporation shall bear the name of the Corporation, the word, "Florida," the words, "Corporation not for profit," and the year of incorporation.

Section 3. As used herein, the word, "Corporation," shall be the equivalent of "Association," as defined in the Declaration of Condominium to which these By-Laws are attached. All other words, as used herein, shall have the same definitions as attributed to them in the Declaration of Condominium to which these By-Laws are attached.

★ARTICLE II. MEMBERSHIP AND VOTING PROVISIONS

Section 1(a). Membership in the Association shall be limited to owners of the Condominium units in Condominium wherein this Corporation has been designated the Association to operate and administer said Condominium by virtue of the Declaration of Condominium of said Condominium. Transfer of unit ownership, either voluntary or by operation of law, shall terminate membership in the Association, and said membership is to become vested in the transferee. If unit ownership is vested in more than one (1) person, then all of the persons so owning said unit shall be members eligible to hold office, attend meetings, etc., but, as hereinafter indicated, the vote of a unit shall be cast by the "voting member."

Section 1(b). Except for a husband and wife ownership, no Corporate and/or Dual Ownerships are permitted.

Section 1(c). Any application for the transfer of membership, or for a conveyance of an interest in, or to encumber or lease a Condominium parcel, where the approval of the Board of Directors of the Association and of the Management Firm, as long as the Management Agreement remains in effect, is required, as set forth in these By-Laws and the Declaration of Condominium to which they are attached, shall be accompanied by an application fee in a reasonable amount to be set by the Board of Directors of the Association to cover the cost of contacting the references given by the applicant and such other costs of investigation that may be incurred.

★Section 2. Voting.

★(a) The owner(s) of each Condominium unit shall be entitled to the number of votes ~~equal to the total of the percentage of ownership in the common elements applicable to his unit ownership~~ as set forth in the Condominium's Declaration of Condominium. If a Condominium unit owner owns more than one (1) unit, he shall be entitled to vote for each unit owned. The vote of a Condominium unit shall not be divisible.

(b) A majority of the members' total votes shall decide any question unless the Declaration of Condominium, By-Laws, Articles of Incorporation of the Association, or Management Agreement provide otherwise, in which event the voting percentage required in the said Declaration of Condominium, By-Laws, Articles of Incorporation, or Management Agreement, shall control.

Section 3. Quorum. Unless otherwise provided in these By-Laws, the presence in person or by proxy of a majority of the members' total votes shall constitute a quorum.

Section 4. Proxies. Votes may be cast in person or by proxy. All proxies shall be in writing and signed by the person entitled to vote (as set forth below in Section 5.), and shall be filed with the Secretary not less than three (3) days prior to the meeting in which they are to be used, and shall be valid only for the particular meeting designated therein. Where a unit is owned by a husband and wife, and if they have not designated one of them as a voting member, a proxy must be signed by both husband and wife where a third person is designated.

Section 5. Designation of Voting Member. If a Condominium unit is owned by one person, his or her right to vote shall be established by the recorded title to the unit. If a Condominium unit is owned jointly by a husband and wife, then the following three provisions are applicable thereto:-

(a) They may, but they shall not be required to, designate a voting member.

(b) If they do not designate a voting member, and if both are present at a meeting and are unable to concur in their decision upon any subject requiring a vote, they shall lose their right to vote on that subject at that meeting. (As previously provided, the vote of a unit is not divisible.)

(c) Where they do not designate a voting member, and only one (1) is present at a meeting, the person present

*Amendment attached.

EXHIBIT NO. 2

may cast the unit vote just as though he or she owned the unit individually, and without establishing the concurrence of the absent person.

*ARTICLE III. MEETING OF THE MEMBERSHIP

Section 1. Place. All meetings of the Association membership shall be held at the Condominium(s) property or at such other place and at such time as shall be designated by the Board of Directors of the Association and stated in the Notice of the meeting.

Section 2. Notices. It shall be the duty of the Secretary to mail or deliver a Notice of each annual or special meeting, the time and place thereof, to each unit owner of record, at least ten (10) but not more than thirty (30) days prior to such meeting. Notice of any special meeting shall state the purpose thereof. All Notices shall be mailed to or served at the address of the unit owner as it appears on the books of the Association.

*Section 3. Annual Meeting. The annual meeting shall be held during the month of ~~Thursday in~~ December of each year for the purpose of electing Directors and transacting any other business authorized to be transacted by the members, provided, however, that if that day is a legal holiday, the meeting shall be held at the same hour on the next secular day following. At the annual meeting, the members shall elect by plurality vote – (cumulative voting prohibited), a Board of Directors, and shall transact such other business as may properly be brought before the meeting.

Section 4. Special Meeting. Special meetings of the members for any purpose or purposes, unless otherwise prescribed by statute, may be called by the President, and shall be called by the President or Secretary at the request, in writing, of a majority of the Board of Directors, or at the request, in writing, of voting members representing twenty-five percent (25%) of the members' total votes, which request shall state the purpose or purposes of the proposed meeting. Business transacted at all special meetings shall be confined to the objects stated in the Notice thereof.

Section 5. Waiver and Consent. Whenever the vote of members at a meeting is required or permitted by any provision of these By-Laws to be taken in connection with any action of the Association, the meeting and vote of members may be dispensed with if not less than three-fourths (3/4ths) of the members who would have been entitled to vote upon the action if such meeting were held, shall consent in writing to such action being taken; however, Notice of such action shall be given to all members, unless all members approve such action.

Section 6. Adjourned Meeting. If any meeting of members cannot be organized because a quorum of voting members is not present, either in person or by proxy, the meeting may be adjourned from time to time until a quorum is present.

Section 7. Proviso. Provided, however, that until the first Thursday in December of 1979 or until the Developer elects to terminate its control of the Condominium, whichever shall first occur, there shall be no meeting of the members of the Association unless a meeting is called by the Board of Directors of the Association, and should a meeting be called, the proceedings shall have no effect unless approved by the Board of Directors of the Association.

Section 8. Approval or Disapproval of a unit owner upon any matter, whether or not the subject of an Association meeting, shall be by the voting members provided, however, that where a unit is owned jointly by a husband and wife, and they have not designated one of them as a voting member, their joint approval or disapproval shall be required where they are both present, or in the event only one is present, the person present may cast the vote without establishing the concurrence of the absent person.

Section 9. The Management Firm, as long as the Management Agreement remains in effect, shall be entitled to Notice of all Association meetings, and shall be entitled to attend the Association's meetings, and it may designate such person(s) as it desires to attend such meetings on its behalf.

Section 10. The Recreation Owner, as long as the Membership and Use Agreement remains in effect, shall be entitled to Notice of all Association meetings, and shall be entitled to attend the Association's meetings and it may designate such person(s) as it desires to attend such meetings on its behalf.

ARTICLE IV. DIRECTORS. *Section (11) See page 2a

Section 1. Number, Term and Qualifications. * The affairs of the Association shall be governed by a Board of Directors composed of ~~not less than three (3) nor more than twenty (20)~~ persons, ~~as is determined from time to time by the members~~. All directors shall be members of the Association, ~~provided, however, that until one of the events in Article III., Section 7. of these By-Laws first occurs, all Directors shall be designated by the Developer and need not be members~~. All Officers of a Corporate unit owner shall be deemed to be members of the Association so as to qualify as a Director herein. The term of each Director's service shall extend until the next annual meeting of the members, and thereafter, until his successor is duly elected and qualified, or until he is removed in the manner provided in Section 3, below.

Section 2. First Board of Directors.

(a) The first Board of Directors of the Association, who shall hold office and serve until the first annual meeting of members, and until their successors have been elected and qualified, shall consist of the following:

(b) The organizational meeting of a newly elected Board of Directors of the Association shall be held within ten (10) days of their election, at such place and time as shall be fixed by the Directors at the meeting at which they were elected, and no further notice of the organizational meeting shall be necessary, provided a quorum shall be present.

Section 3. Removal of Directors. At any time after the first annual meeting of the membership, at any duly convened regular or special meeting, any one or more of the Directors may be removed, with or without cause, by the affirmative vote of the voting members, casting not less than two-thirds (2/3rds) of the total votes present at said meeting, and a successor may then and there be elected to fill the vacancy thus created. Should the membership fail to elect said successor, the Board of Directors may fill the vacancy in the manner provided in Section 4. below.

Section 4. Vacancies on Directorate. If the office of any Director or Directors becomes vacant by reason of death, resignation, retirement, disqualification, removal from office or otherwise, a majority of the remaining Directors, though less

*See amendment attached at end of By-Laws.

Re ARTICLE IV. DIRECTORS. Section 1. Number, Term and Qualifications, is amended, as follows, per amendment filed July 18, 1994:

"Section 1. Number, Term and Qualifications. Beginning at the 1994 Annual Meeting of the Association, ~~T~~the affairs of the Association shall be governed by a Board of Directors composed of ~~not less than three (3), nor more than twenty (20)~~ eleven (11) persons. ~~as is determined from time to time by the members.~~* All Directors shall be members of the Association. ~~provided, however, that until one of the events in Article III, Section 7, of these By-Laws first occurs, all Directors shall be designated by the Developer and need not be members.~~ All Officers of a Corporate unit owner shall be deemed to be members of the Association so as to qualify as a Director herein. The term of each Director's service shall extend until the next Annual Meeting of the members, and thereafter, until his successor is duly elected and qualified, or until he is removed in the manner provided in Section 3. below."

*See attached amendment 10/21/10

Re ARTICLE IV, DIRECTORS. Section 1. Number, Term and Qualifications, is amended, as follows, per amendment filed September 24, 2001:

"Section 1. Number, Term and Qualifications. Beginning at the ~~1994~~ 2001 Annual Meeting of the Association, the affairs of the Association shall be governed by a Board of Directors composed of ~~eleven (11)~~ nine (09) persons. All Directors shall be members of the Association. All Officers of a Corporate unit owner shall be deemed to be members of the Association so as to qualify as a Director herein. The term of each Director's service shall extend until the next Annual Meeting of the members, and thereafter, until his successor is duly elected and qualified, or until he is removed in the manner provided in Section 3. below."

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Sharon R. Bock, CLERK & COMPTROLLER
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AMENDMENT TO THE BY-LAWS OF THE FOUNTAINS OF PALM BEACH CONDOMINIUM NO. 4

As recorded in Official Record Book 2129, Page 128
Public Records of Palm Beach County, Florida

As used herein (unless substantially reworded), the following shall apply:

A. Words in the text which are ~~stricken~~ indicate deletions from the present text.

B. Words in the text which are underlined indicate additions to the present text.

C. Whenever an ellipsis (...) appears in the text, this indicates that this portion of the present text remains intact to the point where the next typewritten material appears.

By-Laws

Amendment to Article IV. Directors
Section 1. Number, Term and Qualifications.

...All Directors shall be members of the Association, with the following exception. A spouse of a member shall qualify to serve as a director even though said spouse is not a record owner of a unit in the Condominium and is a resident of the Fountains...

WE HEREBY CERTIFY that the above Amendment to the By-Laws was approved by a majority of The Board of Directors and the affirmative vote of two-thirds of the Association present in person or by proxy at the Special Unit Owner Meeting, held on October 11, 2010 at 4:00 PM in the F.C.O. Conference Room.

THE FOUNTAINS OF PALM BEACH CONDOMINIUM, INC. NO. 4

By: _____
Morton Horowitz, President
Esedra Court

Attest: _____
Rhoda Storch, Secretary
Esedra Court

STATE OF FLORIDA)
COUNTY OF PALM BEACH)

On this 12th day of October, 2010, appeared before me, Morton Horowitz and Rhoda Storch, as President and Secretary respectively, of The Fountains of Palm Beach Condominium, Inc. No. 4, a Florida corporation not-for-profit, who are personally known to me, and acknowledge that they executed the foregoing Notice for the purposes therein expressed and did (did not) take an oath.

Witness my hand and seal the day and year last above written.

than a quorum, shall choose a successor or successors, who shall hold office for the balance of the unexpired term in respect to which such vacancy occurred. The election held for the purpose of filling said vacancy may be held at any regular or special meeting of the Board of Directors.

Section 5 Disqualification and Resignation of Directors. Any Director may resign at any time by sending a written notice of such resignation to the office of the Corporation, delivered to the Secretary. Unless otherwise specified therein, such resignation shall take effect upon receipt thereof by the Secretary. Commencing with the organizational meeting of a newly elected Board of Directors following the first annual meeting of the members of the Association, more than three (3) consecutive absences from regular meetings of the Board of Directors, unless excused by resolution of the Board of Directors, shall automatically constitute a resignation effective when such resignation is accepted by the Board of Directors. Commencing with the Directors elected at such first annual meeting of the membership, the transfer of title of his unit by a Director shall automatically constitute a resignation, effective when such resignation is accepted by the Board of Directors. No member shall continue to serve on the Board should he be more than thirty (30) days delinquent in the payment of an assessment, and said delinquency shall automatically constitute a resignation, effective when such resignation is accepted by the Board of Directors.

Section 6. Regular Meetings. The Board of Directors may establish a schedule of regular meetings to be held at such time and place as the Board of Directors may designate. Notice of such regular meetings shall, nevertheless, be given to each Director personally or by mail, telephone or telegraph at least five (5) days prior to the day named for such meeting.

Section 7. Special Meetings. Special meetings of the Board of Directors may be called by the President, and in his absence, by the Vice-President, or by a majority of the members of the Board of Directors, by giving five (5) days' notice, in writing, to all of the members of the Board of Directors of the time and place of said meeting. All notices of special meetings shall state the purpose of the meeting.

Section 8. Directors' Waiver of Notice. Before or at any meeting of the Board of Directors, any Director may waive notice of such meeting and such waiver shall be deemed equivalent to the giving of notice. Attendance by a Director at any meeting of the Board shall be a waiver of notice by him of the time and place thereof. If all the Directors are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

Section 9. Quorum. At all meetings of the Board of Directors, a majority of the Directors shall constitute a quorum for the transaction of business, and the acts of the majority of the Directors present at such meetings at which a quorum is present, shall be the acts of the Board of Directors. If, at any meeting of the Board of Directors, there be less than a quorum present, the majority of those present may adjourn the meeting from time to time. At each such adjourned meeting, any business which might have been transacted at the meeting, as originally called, may be transacted without further notice. The joinder of a Director in the action of a meeting by signing and concurring in the Minutes thereof, shall constitute the presence of such Director for the purpose of determining a quorum.

Section 10. Compensation. The Directors' fees, if any, shall be determined by the Voting Members.

Section 11. Provided, however, that until the first Thursday in December of 1979, or until the Developer elects to terminate its control of the Condominium, whichever shall first occur, all Directors shall be designated by the Developer and need not be owners of units in the Condominium and may not be removed by members of the Association, as elsewhere provided herein; and where a vacancy occurs for any reason whatsoever, the vacancy shall be filled by the person designated by the Developer.

Section 12.

(a) The Management Firm, as long as the Management Agreement remains in effect, shall be entitled to notice of all Directors' meetings, and shall be entitled to attend the Directors' meetings and it may designate such person(s) as it desires to attend such meetings on its behalf.

(b) The Recreation Owner, as long as the Membership and Use Agreement remains in effect, shall be entitled to notice of all Directors' meetings and shall be entitled to attend the Directors' meetings and it may designate such person(s) as it desires to attend such meetings on its behalf.

Section 13. Powers and Duties. The Board of Directors of the Association shall have the powers and duties necessary for the administration of the affairs of the Association, and may do all such acts and things as are not by law or by the Declaration(s) of Condominium, this Association's Articles of Incorporation, or these By-Laws, directed to be exercised and done by unit owners. These powers shall specifically include, but shall not be limited to the following:-

(a) To exercise all powers specifically set forth in the Declaration(s) of Condominium, this Association's Articles of Incorporation, in these By-Laws, and in the Condominium Act, and all powers incidental thereto.

(b) To make assessments, collect said assessments, and use and expend the assessments to carry out the purposes and powers of the Association, subject to the provisions of the Membership and Use Agreement and the Management Agreement attached to the Declaration of Condominium to which these By-Laws are attached.

(c) To employ, dismiss and control the personnel necessary for the maintenance and operation of the Condominium and of the common areas and facilities, including the right and power to employ attorneys, accountants, contractors, and other professionals, as the need arises, subject to the provisions of the Management Agreement and subject to the provisions of the Membership and Use Agreement, both of which Agreements are attached to the Declaration of Condominium to which these By-Laws are attached.

(d) To make and amend regulations respecting the operation and use of the common elements and Condominium property and facilities, and the use and maintenance of the Condominium units therein. The foregoing is subject to the provisions of the Management Agreement attached to the Declaration of Condominium to which these By-Laws are attached. The recreation area(s) and facilities under the Membership and Use Agreement shall remain in the complete care and control and under the supervision of the Recreation Owner under said Agreement.

(e) To contract for the management of the Condominium and to delegate to such contractor all of the powers and duties of the Association, except those which may be required by the Declaration(s) of Condominium to have approval of the Board of Directors or membership of the Association. To contract for the management or operation of portions of the common elements or facilities susceptible to the separate management or operation thereof, and to lease or concession such portions. To enter into a Membership and Use Agreement to provide recreation area(s) and facilities for the use and enjoyment of the members of the Association.

(f) The further improvement of the Condominium property both real and personal, and the right to purchase

realty and items of furniture, furnishings, fixtures and equipment for the foregoing, and the right to acquire and enter into agreements pursuant to F.S. 711.121 Et Seq., and as amended, subject to the provisions of the applicable Declaration(s) of Condominium, this Association's Articles of Incorporation, and these By-Laws, and subject to the Membership and Use Agreement and Management Agreement attached to the Declaration of Condominium to which these By-Laws are attached.

(g) Designate one (1) or more committees which, to the extent provided in the resolution designating said committee, shall have the powers of the Board of Directors in the management and affairs and business of the Association. Such committee shall consist of at least three (3) members of the Association. The committee or committees shall have such name or names as may be determined from time to time by the Board of Directors, and said committee(s) shall keep regular Minutes of their proceedings and report the same to the Board of Directors, as required. The foregoing powers shall be exercised by the Board of Direcotrs or its contractor or employees, subject only to approval by unit owners when such is specifically required.

ARTICLE V. OFFICERS.

Section 1. Elective Officers. The principal officers of the Association shall be a President, a Vice-President, a Secretary and a Treasurer, all of whom shall be elected by the Board of Directors.

One person may not hold more than one (1) of the aforementioned offices, except one person may be both Secretary and Treasurer. The President and Vice-President shall be members of the Board of Directors. Notwithstanding the foregoing, the restriction as to one person holding only one (1) of the aforementioned offices or the President and Vice-President being members of the Board of Directors shall not apply until the time provided in Article III., Section 7, as determined by the Developer.

Section 2. Election. The officers of the Association designated in Section 1 above shall be elected annually by the Board of Directors, at the organizational meeting of each new Board following the meeting of the members.

Section 3. Appointive Officers. The Board may appoint Assistant Secretaries and Assistant Treasurers, and such others officers as the Board of Directors deems necessary.

Section 4. Term. The Officers of the Association shall hold office until their successors are chosen and qualify in their stead. Any officer elected or appointed by the Board of Directors may be removed at any time, with or without cause, by the Board of Directors, provided, however, that no officer shall be removed except by the affirmative vote for removal by a majority of the whole Board of Directors (e. g., if the Board of Directors is composed of five (5) persons, then three (3) of said Directors must vote for removal). If the office of any officers becomes vacant for any reason, the vacancy shall be filled by the Board of Directors.

Section 5. The President. He shall be the chief executive officer of the Association; he shall preside at all meetings of the unit owners and of the Board of Directors. He shall have executive powers and general supervision over the affairs of the Association and other officers. He shall sign all written contracts to perform all of the duties incident to his office and which may be delegated to him from time to time by the Board of Directors.

Section 6. The Vice President. He shall perform all of the duties of the President in his absence, and such other duties as may be required of him from time to time by the Board of Directors of the Association.

Section 7. The Secretary. He shall issue notices of all Board of Directors' meetings and all meetings of the unit owners; he shall attend and keep the Minutes of same; he shall have charge of all of the Association's books, records and papers, except those kept by the Treasurer. The Assistant Secretary shall perform the duties of the Secretary when the Secretary is absent.

Section 8. The Treasurer.

(a) He shall have custody of the Association's funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Association, and shall deposit all monies and other valuable effects in the name of and to the credit of the Association, in such depositories as may be designated from time to time by the Board of Directors. The books shall reflect an account for each unit in the manner required by Section 11 (7) (B) of the Condominium Act.

(b) He shall disburse the funds of the Association as may be ordered by the Board of Directors in accordance with these By-Laws, making proper vouchers for such disbursements, and shall render to the President and Board of Directors, at the regular meetings of the Board of Directors or whenever they may require it, an account of all of his transactions as the Treasurer and of the financial condition of the Association.

(c) He shall collect the assessments and shall promptly report the status of collections and of all delinquencies to the Board of Directors and, when requested, to the Management Firm and Recreation Owner.

(d) He shall give status reports to potential transferees on which reports the transferees may rely.

(e) The Assistant Treasurer shall perform the duties of the Treasurer when the Treasurer is absent.

(f) The duties of the Treasurer may be fulfilled by the Management Firm employed by the Association and the Management Firm, shall fulfill the duties of the Treasurer as specified in said Management Agreement.

ARTICLE VI. FINANCES AND ASSESSMENTS.

Section 1. Depositories. The funds of the Association shall be deposited in such banks and depositories as may be determined by the Board of Directors from time to time upon resolutions approved by the Board of Directors and shall be withdrawn only upon checks and demands for money signed by such officer or officers of the Association as may be designated by the Board of Directors. Obligations of the Association shall be signed by at least two (2) officers of the Association; provided, however, that the provisions of the Management Agreement between the Association and the Management Firm relative to the subject matter in this Section shall supersede the provisions hereof.

Section 2. Fidelity Bonds. The Treasurer and all officers who are authorized to sign checks, and all officers and employees of the Association and any contractor handling or responsible for Association funds, shall be bonded in such amount as may be determined by the Board of Directors. The premiums on such Bonds shall be paid by the Association. The Bond shall be in an amount sufficient to equal the monies an individual handles or has control of via a signatory or a bank

account of the depository account; however, notwithstanding the foregoing, the Management Firm, under the terms of the Management Agreement, as to funds in its possession and/or control, shall determine, in its sole discretion, the amount of and who is to be bonded, if any, among its employees.

Section 3. Fiscal Year. The fiscal year for the Association shall begin on the first day of January of each year; provided, however, that the Board of Directors is expressly authorized to change to a different fiscal year in accordance with the provisions and regulations from time to time prescribed by the Internal Revenue Code of the United States of America, at such time as the Board of Directors deems it advisable; provided, however, that the Management Firm, as long as the Management Agreement remains in effect, shall be authorized to set the fiscal year as determined in its sole discretion.

Section 4. Determination of Assessments.

(a) The Board of Directors of the Association shall fix and determine from time to time the sum or sums necessary and adequate for the common expenses of the Condominium. Common expenses shall include expenses for the operation, maintenance, repair or replacement of the common elements and the limited common elements, costs of carrying out the powers and duties of the Association, all insurance premiums and expenses related thereto, including fire and extended coverage and liability insurance, the sums due under the Membership and Use Agreement, and any other expenses designated as common expenses from time to time by the Board of Directors of the Association, or under the provisions of the Declaration of Condominium to which these By-Laws are attached, and the Membership and Use Agreement attached to said Declaration of Condominium. The Board of Directors is specifically empowered on behalf of the Association, to make and collect assessments, and to lease, maintain, repair and replace the common elements and limited common elements of the Condominium. Funds for the payment of common expenses shall be assessed against the unit owners in the proportions or percentages of sharing common expenses, as provided in the Declaration. Said assessments shall be payable monthly in advance and shall be due on the first day of each month unless otherwise ordered by the Board of Directors. Special assessments, should such be required by the Board of Directors, shall be levied in the same manner as hereinbefore provided for regular assessments, and shall be payable in the manner determined by the Board of Directors. All funds due under these By-Laws, the Declaration of Condominium to which these By-Laws are attached and all Exhibits attached to said Declaration are common expenses of this Condominium. The portion of the common expenses of this Condominium due under the Membership and Use Agreement shall be fixed and determined and levied as provided therein.

(b) When the Board of Directors has determined the amount of any assessment, the Treasurer of the Association shall mail or present to each unit owner a statement of said unit owner's assessment. All assessments shall be payable to the Treasurer of the Association and, upon request, said Treasurer shall give a receipt for each payment made to him.

(c) The Board of Directors shall adopt an operating budget for each fiscal year, pursuant to these By-Laws, the Declaration of Condominium to which these By-Laws are attached and all Exhibits attached thereto.

Section 5. Application of Payments and Co-Mingling of Funds. All sums collected by the Association from assessments may be co-mingled in a single fund or divided into more than one (1) fund, as determined by the Management Agreement, as long as the Management Agreement remains in effect, and thereafter, by the Board of Directors of the Association. All general and special assessment payments by a unit owner shall be applied as to interest, delinquencies, costs and attorney's fees, other charges, expenses and advances, and assessments as provided herein and in the Declaration of Condominium in such manner and amounts as the Management Firm, as long as the Management Agreement remains in effect, and the Board of Directors determine. The Management Firm may co-mingle the Association's funds with the funds of others for whom it is acting as Manager.

Section 6. Acceleration of Assessment Installments Upon Default. If a unit owner shall be in default in the payment of any assessment, the Management Firm and the Board of Directors may accelerate the remaining monthly installments for the fiscal year, upon notice thereof to the unit owner and, thereupon, the unpaid balance of the assessment shall become due upon the date stated in the Notice, but not less than fifteen (15) days after delivery of or the mailing of such notice to the unit owner.

Section 7. ~~During the term of the Management Agreement, the Management Firm shall render to the Association a statement for each calendar year no later than April 1st next thereafter. The Management Firm shall perform a continual internal audit of the Association's financial records for the purpose of verifying the same but no independent or external audit shall be required of it. During the term of the Management Agreement the Association may conduct an external audit by an independent auditor licensed to do business in the State of Florida at such reasonable time as the Management Firm shall agree to, provided however, said request for inspection is not made more than once in any calendar year and provided that the cost and expense of same is borne by the Association. Upon the termination of the Management Agreement, an audit~~ A review of the accounts of the Association shall be made annually. Said audit shall be prepared by such Accountant as the Board of Directors determines and a copy of said report shall be available to the members of the Association in the office of said Association, and with the Treasurer of the Association. Such report shall be available not later than three (3) months after the end of the year for which the report is made.

pursuant to ... See amendment recorded 2/11/13

ARTICLE VII. ADDITIONS OR ALTERATIONS.

There shall be no additions or alterations to the common elements or limited common elements of any Condominium which this Association operates and maintains except as specifically provided for in said Condominium's Declaration of Condominium.

ARTICLE VIII. COMPLIANCE AND DEFAULT

Section 1. Violations. In the event of a violation (other than the non-payment of an assessment) by the unit owner in any of the provisions of the Declaration of Condominium, of these By-Laws, or of the applicable portions of the Condominium Act, the Association, by direction of its Board of Directors, may notify the unit owner by written notice of said breach, transmitted by mail, and if such violation shall continue for a period of thirty (30) days from date of the notice, the Association, through its Board of Directors, shall have the right to treat such violation as an intentional and inexcusable and material breach of the Declaration, of the By-Laws, or of the pertinent provisions of the Condominium Act, and the Association may then, at its option, have the following elections:–

(a) An action at law to recover for its damage, on behalf of the Association or on behalf of the other unit owners.

(b) An action in equity to enforce performance on the part of the unit owner; or

(c) An action in equity for such equitable relief as may be necessary under the circumstances, including injunctive relief.

Mail to:
Fountains Condominium Operations, Inc.
4615 Fountains Drive, Suite B
Lake Worth, FL 33467

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OR BK 25786 PG 0855
RECORDED 02/11/2013 16:48:32
Palm Beach County, Florida
Sharon R. Bock, CLERK & COMPTROLLER
Pg 0855; (1pg)

AMENDMENT
TO THE BYLAWS OF
FOUNTAINS OF PALM BEACH CONDOMINIUM, INC. NO. 4

Esedra Court as recorded in Official Record Book 2129, Page 128
Public Records of Palm Beach County, Florida

As used herein (unless substantially reworded), the following shall apply:

A. Words in the text which are ~~lined through~~ with hyphens indicate deletions from the present text.
B. Words in the text which are underlined indicate additions to the present text.
C. Whenever an ellipsis (. . .) appears in the text, this indicates that this portion of the present text remains intact to the point where the next typewritten material appears.

BY-LAWS

ARTICLE VI. FINANCES AND ASSESSMENTS Section 7 is amended as follows:

....

Section 7. ~~During the term of the Management Agreement, the Management Firm shall render to the Association a statement for each calendar year no later than April 1st next thereafter. The Management Firm shall perform a continual internal audit of the Association's financial records for the purpose of verifying the same but no independent or external audit shall be required of it. During the term of the Management Agreement the Association may conduct an external audit by an independent auditor licensed to do business in the State of Florida at such reasonable time as the Management Firm shall agree to, provided however, said request for inspection is not made more than once in any calendar year and provided that the cost and expense of same is borne by the Association. Upon the termination of the Management Agreement, an audit~~ A review of the accounts of the Association shall be made pursuant to the requirements of Section 718.111 F.S. which can be waived by the membership as provided in said statute. ~~annually. Said audit shall be prepared by such Accountant as the Board of Directors determines and a copy of said report shall be available to the members of the Association in the office of said Association, and with the Treasurer of the Association. Such report shall be available not later than three (3) months after the end of the year for which the report is made.~~

WE HEREBY CERTIFY that the above Amendment to the By-Laws was approved by the Board of Directors and by not less than 66 2/3% votes of the membership present in person or by proxy (members entitled to vote) with a quorum present at a Special Meeting of the Unit Owners held on January 14, 2013 at 3:45 P.M. in the F.C.O. Conference Room.

FOUNTAINS OF PALM BEACH CONDOMINIUM, INC. NO. 4

By: Morton E. Horowitz
President

Attest: Alan Diamond
Secretary

STATE OF FLORIDA)
)
COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me this 17th day of January, 2013 by Morton Horowitz and Alan Diamond as President and Secretary, respectively, of **FOUNTAINS OF PALM BEACH CONDOMINIUM, INC. NO. 4**, a Florida not-for-profit corporation. They are (PLEASE CHECK ONE OF THE FOLLOWING) [✓] personally known to me or [ ] have produced _____ (TYPE OF IDENTIFICATION) as identification and (PLEASE CHECK ONE OF THE FOLLOWING) [ ] did or [ ] did not take an oath.

Mindy Ilyse Kopeloff
Notary

(Print Name) Mindy Ilyse Kopeloff

MINDY ILYSE KOPELOFF
Notary Public - State of Florida
My Comm. Expires Sep 30, 2014
Commission # EE 31199
Bonded Through National Notary Assn.

My Commission Expires:

Upon a finding by the Court that the violation complained of is willful and deliberate, the unit owner so violating shall reimburse the Association for reasonable attorney's fees incurred by it in bringing such action. Failure on the part of the Association to maintain such action at law or in equity within thirty (30) days from date of a written request, signed by a unit owner, sent to the Board of Directors, shall authorize any unit owner to bring an action in equity or suit at law on account of the violation, in the manner provided for in the Condominium Act. Any violations which are deemed by the Board of Directors to be a hazard to public health, may be corrected immediately as an emergency matter by the Association, and the cost thereof shall be charged to the unit owner as a specific item, which shall be a lien against said unit with the same force and effect as if the charge were a part of the common expenses.

Section 2. Negligence or Carelessness of Unit Owner, etc. All unit owners shall be liable for the expense of any maintenance, repair or replacement rendered necessary by his act, neglect or carelessness, or by that of any member of his family, or his or their guests, employees, agents or lessees, but only to the extent that such expense is not met by the proceeds of insurance carried by the Association. Such liability shall include any increase in insurance rates occasioned by use, misuse, occupancy or abandonment of any unit or its appurtenances. Nothing herein contained however, shall be construed so as to modify any waiver by insurance company of rights of subrogation. The expense for any maintenance, repair or replacement required, as provided in this Section, shall be charged to said unit owner as a specific item, which shall be a lien against said unit with the same force and effect as if the charge were a part of the common expenses.

Section 3. Costs and Attorney's Fees. In any proceeding arising because of an alleged default by a unit owner, the prevailing party shall be entitled to recover the costs of the proceeding and such reasonable attorney's fees as may be determined by the Court.

Section 4. No Waiver of Rights. The failure of the Association or of a unit owner to enforce any right, provision, covenant or condition which may be granted by the Condominium documents, shall not constitute a waiver of the right of the Association or unit owner to enforce such right, provision, covenant or condition of the future.

Section 5. Election of Remedies. All rights, remedies and privileges granted to the Association or unit owner, pursuant to any terms, provisions, covenants or conditions of the Condominium documents, shall be deemed to be cumulative and the exercise of any one or more shall not be deemed to constitute an election of remedies, nor shall it preclude the party thus exercising the same from exercising such other and additional right, remedies or privileges as may be granted to such other party by Condominium documents or at law or in equity.

Section 6. The Management Firm, as long as the Management Agreement remains in effect, shall act on behalf of the Board of Directors of the Association and on its own behalf, with the same power and authority granted to the Board of Directors of the Association as to all matters provided under this Article VIII., Sections 1 through 5 inclusive, and said Sections 1 through 6 inclusive of this Article VIII. shall be interpreted as including within the context of such Sections violations of the Management Agreement attached to the Declaration of Condominium to which these By-Laws are attached. Section 2 above shall also be interpreted as meaning and including said Condominium's property and the recreation area(s) and facilities under the Membership and Use Agreement, both real and personal. The Management Firm may act upon its own determination or upon the determination and direction of the Board of Directors of the Association, as to Section 1 hereinabove. Should the Management Firm fail to act, as directed by the Board of Directors as to Section 1 above, the Board of Directors may act on their own behalf; however, due to the diverse types of situations that may arise between unit owners, stemming out of the alleged violations, the Management Firm shall not be liable or responsible to the Association, its Board of Directors or the unit owners, for its failure to act as directed by the Board of Directors as to Section 1 hereinabove. Under the provisions of Section 2 above, as to the recreation area and facilities under the Membership and Use Agreement, the Recreation Owner shall have the right to bring such actions and the right to obtain such relief including damages, attorneys' fees and costs as the Management Firm and Association may bring and obtain under the provisions of this Article VIII and said Recreation Owner may file such action in its own name and the foregoing shall also apply to the Developer as to the Master Antenna system and any CATV or similar or allied type use.

ARTICLE IX. ACQUISITION OF UNITS.

Section 1. Voluntary Sale or Transfer. Upon receipt of a unit owner's written notice of intention to sell or lease, as described in Article XI. of the Declaration of Condominium to which these By-Laws are attached, the Board of Directors shall have full power and authority to consent to the transaction, as specified in said Notice, or object to same for good cause, or to designate a person other than the Association as designee, pursuant to the provisions of said Article XI. without having to obtain the consent of the membership thereto. The Board of Directors shall have the further right to designate the Association as being "willing to purchase, lease or rent", upon the proposed terms, upon adoption of a resolution by the Board of Directors recommending such purchase or leasing to the membership, but notwithstanding the adoption of such resolution and such designation by the Board of Directors, the Association shall not be bound and shall not so purchase or lease, except upon the authorization and approval of the affirmative vote of voting members casting not less than sixty percent (60%) of the total votes of the members present at any regular or special meeting of the members wherein said matter is voted upon. The provisions of Article XI. of the Declaration of Condominium to which these By-Laws are attached shall supersede the provisions herein relative thereto.

Section 1(a) added by an amendment, attached

Section 2. Acquisition on Foreclosure. At any foreclosure sale of a unit, the Board of Directors may, with the authorization and approval by the affirmative vote of voting members casting not less than sixty percent (60%) of the total votes of the members present at any regular or special meeting of the members wherein said matter is voted upon, acquire in the name of the Association, or its designee, a Condominium parcel being foreclosed. The term "foreclosure", as used in this Section, shall mean and include any foreclosure of any lien, excluding the Association's lien for assessments. The power of the Board of Directors to acquire a Condominium parcel at any foreclosure sale shall never be interpreted as any requirement or obligation on the part of the said Board of Directors or of the Association to do so at any foreclosure sale, the provisions hereof being permissive in nature and for the purpose of setting forth the power in the Board of Directors to do so should the requisite approval of the voting members be obtained. The Board of Directors shall not be required to obtain the approval of unit owners at the foreclosure sale of a unit, due to the foreclosure of the Association's lien for assessments under the provisions of Article X, of the Declaration of Condominium to which these By-Laws are attached, notwithstanding the sum the Board of Directors determines to bid at such foreclosure sale.

ARTICLE X. AMENDMENTS TO THE BY-LAWS.

The By-Laws may be altered, amended or added to at any duly called meeting of the unit owners, provided:

(1) Notice of the meeting shall contain a statement of the proposed Amendment.

(2) If the Amendment has received the unanimous approval of the full Board of Directors, then it shall be approved by the affirmative vote of the voting members casting a majority of the total votes of the members of the Association.

(3) If the Amendment has not been approved by the unanimous vote of the Board of Directors, then the Amendment shall be approved by the affirmative vote of the voting members casting not less than three-fourths (3/4ths) of the total votes of the members of the Association; and,

(4) Said Amendment shall be recorded and certified as required by the Condominium Act.

(5) Notwithstanding the foregoing, these By-Laws may only be amended with the written approval when required of the parties specified in Article VIII. of the Declaration of Condominium to which these By-Laws are attached.

ARTICLE XI. NOTICES

Whatever notices are required to be sent hereunder shall be delivered or sent in accordance with the applicable provisions for notices as set forth in the Declaration of Condominium to which these By-Laws are attached.

ARTICLE XII. INDEMNIFICATION.

The Association shall indemnify every Director and every Officer, his heirs, executors and administrators, against all loss, cost and expense reasonably incurred by him in connection with any action, suit or proceeding to which he may be made a party by reason of his being or having been a Director or Officer of the Association, including reasonable counsel fees to be approved by the Association, except as to matters wherein he shall be finally adjudged in such action, suit or proceeding, to be liable for or guilty of gross negligence or willful misconduct. The foregoing rights shall be in addition to and not exclusive of all other rights to which such Director or Officer may be entitled.

ARTICLE XIII. LIABILITY SURVIVES TERMINATION OF MEMBERSHIP.

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

ARTICLE XIV. LIMITATION OF LIABILITY.

Notwithstanding the duty of the Management Firm and the Association to maintain and repair parts of the Condominium property, the Management Firm and Association shall not be liable for injury or damage caused by a latent condition in the property, nor for injury or damage caused by the elements or by other owners or persons.

ARTICLE XV. PARLIAMENTARY RULES.

Roberts' Rules of Orders (latest Edition) shall govern the conduct of the Association's meetings when not in conflict with the Condominium Act, the Declaration of Condominium, or these By-Laws.

ARTICLE XVI. LIENS.

Section 1. Protection of Property. All liens against a Condominium unit, other than for permitted mortgages, taxes or special assessments, shall be satisfied or otherwise removed within thirty (30) days of the date the lien attaches. All taxes and special assessments upon a Condominium unit shall be paid before becoming delinquent, as provided in these Condominium documents or by law, whichever is sooner.

Section 2. Notice of Lien. A unit owner shall give notice to the Management Firm, as long as the Management Agreement remains in effect, and the Association of every lien upon his unit, other than for permitted mortgages, taxes and special assessments, within five (5) days after the attaching of the lien.

Section 3. Notice of Suit. Unit owners shall give notice to the Management Firm and the Association of every suit or other proceeding which will or may affect title to his unit or any part of the property, such notice to be given within five (5) days after the unit owner receives notice thereof.

Section 4. Failure to comply with this Article concerning items will not affect the validity of any judicial sale.

Section 5. Permitted Mortgage Register. The Association may maintain a register of all permitted mortgages, and at the request of a mortgagee, the Association shall forward copies of all notices for unpaid assessments or violations served upon a unit owner to said mortgagee. The Management Firm, as long as the Management Agreement remains in effect, shall not be required to maintain a register, as provided herein. If a Register is maintained, the party maintaining same may make such reasonable charge as it deems appropriate against the applicable unit for supplying the information provided herein.

ARTICLE XVII. RULES AND REGULATIONS.

Section 1. The Management Firm, as long as the Management Agreement remains in effect, and thereafter the Board of Directors may, from time to time, adopt or amend previously adopted administrative Rules and Regulations governing the details of the operation, use, maintenance, management and control of the common elements of the Condominium, and any facilities or services made available to the unit owners. A copy of the Rules and Regulations adopted from time to time, as herein provided, shall, from time to time, be posted in a conspicuous place.

Section 2. As to Condominium Units. The Management Firm, as long as the Management Agreement remains in effect, and thereafter, the Board of Directors may from time to time adopt or amend previously adopted Rules and Regulations governing and restricting the use and maintenance of the Condominium unit(s), provided, however, that copies of such Rules and Regulations, prior to the time the same become effective, shall be posted in a conspicuous place on the Condominium's property, and/or copies of same shall be furnished to each unit owner.

Section 3. As to Recreation Area(s) and Facilities under the Membership and Use Agreement. The use of the recreation area(s) and facilities under the Membership and Use Agreement shall at all times be subject to the provisions of said Agreement and to such Rules and Regulations as the Recreation Owner may establish from time to time. Any damage to

equipment or the premises caused by a unit owner, his family, servants, guests, etc., shall be paid for by the unit owner responsible therefor, and the cost thereof shall be a charge and lien upon the unit owner's parcel as a special assessment and the sum therefor shall be determined solely by the Recreation Owner and it shall be billed to the unit owner as the Recreation Owner directs.

Section 5. Conflict. In the event of any conflict between the Rules and Regulations adopted, or from time to time amended, and the Condominium documents, or the Condominium Act, the latter shall prevail. If any unreconciled conflict should exist or hereafter arise with respect to the interpretation of these By-Laws and the Management Agreement, the provisions of these By-Laws shall prevail, and as between these By-Laws and the Declaration of Condominium, the provisions of said Declaration shall prevail, and as between the Membership and Use Agreement and the Declaration of Condominium, the Declaration of Condominium shall prevail.

APPROVED AND DECLARED as the By-Laws of the Association named below.

DATED this 24th day of February, 1972.

THE FOUNTAINS OF PALM BEACH CONDOMINIUM 4

By: Vincent diFonso
Vincent diFonso, Vice President

ASSOCIATION

Attest: Irving Cure (SEAL)
Irving Cure, Secretary

Mail to:
Fountains Condominium Operations, Inc.
4615B Fountains Drive
Lake Worth, Florida 33467-5065

12/30/2002 07:28:37 20020688878
OR BK 14594 PG 0728
Palm Beach County, Florida

AMENDMENTS TO THE DECLARATION OF CONDOMINIUM AND BY-LAWS OF THE FOUNTAINS OF PALM BEACH CONDOMINIUM, INC. NO. 4

As recorded in Official Record Book 2129, Page 128
Public Records of Palm Beach County, Florida

As used herein (unless substantially reworded), the following shall apply:

A. Words in the text which are ~~lined through~~ with hyphens indicate deletions from the present text.

B. Words in the text which are **underlined** indicate additions to the present text.

***

DECLARATION OF CONDOMINIUM

Amendment to Section V. VOTING RIGHTS. The second paragraph is amended as follows:

"Each owner or group of owners shall be entitled to ~~the number of votes equal to the total of the percentage of ownership in the common elements applicable to his Condominium parcel, as set forth and specified in Exhibit 'A' which is annexed to this Declaration and made a part hereof.~~ one vote per unit. The vote of a Condominium unit is not divisible."

BY-LAWS

1. Amendment to ARTICLE II. MEMBERSHIP AND VOTING PROVISIONS, Section 2. Voting. Paragraph (a) is amended as follows:

"The owner(s) of each Condominium unit shall be entitled to the number of votes ~~equal to the total of the percentage of ownership in the common elements applicable to his unit ownership,~~ as set forth in the Condominium's Declaration of Condominium. If a Condominium unit owner owns more than one (1) unit, he shall be entitled to vote for each unit owned. The vote of a Condominium unit shall not be divisible."

***

(Continued)

WE HEREBY CERTIFY that the above Amendments were approved by the unanimous vote of a quorum of the members of the Board of Directors and the affirmative vote of two-thirds of the total vote of the membership present in person and by Proxy (which is the sufficient number as required by the documents) at a Special Unit Owner Meeting, held on Monday, December 9, 2002, at 3:00PM in Fountains Hall.

THE FOUNTAINS OF PALM BEACH
CONDOMINIUM, INC. NO. 4

By: Joel Grossman
Joel Grossman, President
Esedra Court

Attest: Edwin L. Marmon
Edwin Marmon, Secretary
Esedra Court

STATE OF FLORIDA)
COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me this 13th day of December, 2002, by Joel Grossman and Edwin Marmon, as President and Secretary, respectively, of THE FOUNTAINS OF PALM BEACH CONDOMINIUM, INC. NO. 4, a Florida not-for-profit corporation. They are personally known to me and did not take an oath.

Carolyn R. Ashbaugh
Florida Notary

SEAL

OFFICIAL NOTARY SEAL
CAROLYN R ASHBAUGH
NOTARY PUBLIC STATE OF FLORIDA
COMMISSION NO. CC964529
MY COMMISSION EXP. SEPT 26,2004

Mail to:
Fountains Condominium Operations, Inc.
4615 Fountains Drive
Lake Worth, Florida 33467-5065

01/28/2002 15:28:50 20020049723
OR BK 13353 PG 0906
Palm Beach County, Florida

AMENDMENTS TO THE DECLARATION OF CONDOMINIUM AND THE BY-LAWS OF THE FOUNTAINS OF PALM BEACH CONDOMINIUM, INC. NO. 4

As recorded in Official Record Book 2129, Page 128
Public Records of Palm Beach County, Florida

As used herein (unless substantially reworded), the following shall apply:

A. Words in the text which are lined through with hyphens indicate deletions from the present text.

B. Words in the text which are underlined indicate additions to the present text.

DECLARATION OF CONDOMINIUM

1. Amendment to Section X. ASSESSMENTS. The fifth paragraph on page 4 is amended as follows:

> "The Association may impose a fine on any unit owner in violation of this Declaration, the By-Laws or rules of the Association, provided such fine shall not exceed ~~fifty dollars ($50.00)~~ one hundred dollars ($100.00) or the maximum amount as allowed by law. Said fine shall not be a lien against the condominium parcel. Prior to the imposition of any such fine, the Board of Directors shall first give not less than a fourteen (14) day notice to the unit owner in violation and shall give said unit owner the opportunity for a hearing before the Board before the imposition of any such fine."

2. Amendment to Section XI. PROVISIONS RELATING TO SALE OR RENTAL OR OTHER ALIENATION OR MORTGAGING OF CONDOMINIUM UNITS. The fifth paragraph under A. SALE OR RENTAL OF UNITS – Association and Management Firm to Have First Right of Refusal, is amended as follows:

> "The consent of the Board of Directors of the Association ~~and of the Management Firm~~ shall be in recordable form, signed by ~~two~~ one Officers of the Association ~~and an Executive Officer of the Management Firm~~, and shall be delivered to the purchaser or lessee. Should the Board of Directors ~~and Management Firm~~ fail to act, as herein set forth, and within the time provided herein, the Board of Directors of the Association ~~and Management Firm~~ shall, nevertheless, thereafter prepare and deliver its written approval, in recordable form as aforesaid, and no conveyance of title or interest whatsoever shall be deemed valid without the consent of the Board of Directors ~~and the Management Firm~~ as herein set forth."

3. Amendment to Section XI. PROVISIONS RELATING TO SALE OR RENTAL OR OTHER ALIENATION OR MORTGAGING OF CONDOMINIUM UNITS. Paragraph 1. under B. MORTGAGE AND OTHER ALIENATION OF UNITS, is amended as follows:

> "1. A unit owner may not mortgage his unit, nor any interest therein, without the approval of the Association ~~and the Management Firm, as long as the Management Agreement remains in effect~~, except to an Institutional Mortgagee, as hereinbefore defined. The approval of any other mortgagee may be upon conditions determined by the Board of Directors of the

Association ~~and the Management Firm~~, and said approval, if granted, shall be in recordable form, executed by ~~two~~ one Officers of the Association ~~and an Executive Officer of the Management Firm~~. Where a unit owner sells his unit and takes back a mortgage, the approval of the Association ~~and Management Firm~~ shall not be required."

4. Paragraph 2.(a) under B., referenced above, is amended as follows:

"(a) The sale is to a purchaser approved by the Association ~~and the Management Firm, as long as the Management Agreement remains in effect~~, which approval shall be in recordable form, executed by ~~two~~ one Officers of the Association ~~and an Executive Officer of the Management Firm~~, and delivered to the purchaser; or,"

5. Paragraph 6(a) under B., referenced above, is amended as follows:

"(a) An Institutional First Mortgagee holding a mortgage on a Condominium Parcel, ~~or the Management Firm,~~ or the Recreation Owner under the Membership and Use Agreement, upon becoming the owner of a Condominium Parcel through foreclosure, or by Deed in lieu of foreclosure, or whomsoever shall become the acquirer of title at the foreclosure sale of an Institutional First Mortgage or the lien for common expenses, or the lien under the Membership and Use Agreement, ~~shall have the unqualified right to sell, lease or otherwise transfer said unit, including the fee ownership thereof, and/or to mortgage said parcel, without prior offer to the Board of Directors of the Association and the Management Firm, and without the prior approval of the said Board of Directors and the Management Firm. The provisions of Sections A. and B., Nos. 1-5, of this Article XI. shall be inapplicable to such Institutional First Mortgagee, or the Management Firm or the Recreation Owner under the Membership and Use Agreement, or acquirer of title, as aforedescribed in this paragraph.~~ must submit for Association approval any subsequent transfer of interest in the unit to any party, all pursuant to Sections A. and B. of this Article XI."

Paragraphs 6(b) and 6(c) are deleted in their entirety, as follows:

"(b) ~~The provisions of Sections A. and B., Nos. 1-5, of this Article XI. shall be inapplicable to the Developer, Recreation Owner under the Membership and Use Agreement, and Management Firm. The said Developer, Recreation Owner and Management Firm are irrevocably empowered to sell, lease, rent and/or mortgage Condominium parcels or units, and portions thereof, to any purchaser, lessee or mortgagee approved by them; however, as to said Recreation Owner, the foregoing shall be subject to the provisions of the Membership and Use Agreement. The Developer shall have the right to transact any business necessary to consummate sales or rentals of units, or portions thereof, including but not limited to the right to maintain models, have signs, use the common elements, and to show units. The sales office(s), signs, and all items pertaining to sales shall not be considered common elements, and shall remain the property of the Developer. The Developer may use unit(s) as a sales office and/or model apartment(s).~~"

"(c) ~~In the event there are unsold parcels, the Developer retains the right to be the owner of said unsold parcels under the same terms and conditions as all other parcel owners in said Condominium; however, said Developer, for such time as it continues to be a parcel owner, but not exceeding twelve (12) months after the date of the filing of this Declaration, shall only be required to contribute such sums to the common expenses of the Condominium, in addition to the total monthly common expense assessments paid by all other parcel owners, as may be required for the Association to maintain the Condominium, as provided in this Declaration and Exhibits attached hereto, but in no event shall the Developer be required to contribute to the common expenses as to the parcels owned by it, in an amount exceeding the obligation for such unit, as specified and set forth in Exhibit "A" attached to this Declaration. Commencing twelve (12) months after the date of the filing of this Declaration of Condominium, the Developer shall contribute to the common expenses, as to the parcels owned by it,~~

~~in the same manner as all other parcel owners, as provided in Exhibit "A" attached to this Declaration. Each unit's share of common expenses and assessments as provided in Article VI. and Article X. of this Declaration shall commence as of the first day of such month or the fifteenth (15th) day of such month as is closer to the date the Certificate of Occupancy, or similar instrument, is issued by the applicable governmental authority as to said unit and building within which said unit is located in this Condominium.~~"

6. Amendment to Section X. ASSESSMENTS. The fifth paragraph is deleted as follows:

"~~Where the Mortgagee of an Institutional First Mortgage of record, or other purchaser of a Condominium unit, obtains title to a Condominium parcel as a result of foreclosure of the Institutional First Mortgage, or when an Institutional First Mortgagee of record accepts a Deed to said Condominium parcel in lieu of foreclosure, such acquirer of title, its successors and assigns, shall not be liable for the shares of common expenses or assessment by the Management Firm or 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 or the acceptance of such Deed in lieu of foreclosure. Such unpaid share of common expenses or assessments shall be deemed to be common expenses collectable from all of the unit owners, including such acquirer, his successors and assigns.~~"

7. Amendment to Section XI. PROVISIONS RELATING TO SALE OR RENTAL OR OTHER ALIENATION OR MORTGAGING OF CONDOMINIUM UNITS. The first sentence of the third paragraph under A. SALE OR RENTAL OF UNITS – Association and Management Firm to Have First Right of Refusal, is amended as follows:

"The Board of Directors of the Association, within ~~twenty (20)~~ thirty (30) days after receiving such notice and such supplemental information as is required by the Board of Directors, shall either consent to the transaction specified in said notice, or by written notice to be delivered to the unit owner's unit....."

8. Amendment to Section XIII. USE AND OCCUPANCY. The last paragraph is amended as follows:

"No trucks~~,~~ and pickup trucks, recreational vehicles, motorcycles, nonpassenger vans, passenger vans in excess of seven (7) passengers, and ~~or~~ unsightly or inoperable vehicles may be parked on condominium properties, except during daytime hours when required by visiting repairmen or service personnel. Unsightly vehicles are defined to be vehicles with substantial rust, peeling paint or fabric, leaking oil, torn upholstery, or broken and dented body parts. No campers or commercial vehicles shall be permitted to be parked except for business purposes and at the appropriate times. The pickup trucks and passenger vans that are presently in the Court, as of October 8, 2001, are grandfathered in for this purpose. No vehicles may be parked on condominium properties that are loaded with materials for commercial purposes."

BY-LAWS

1. Amendment to ARTICLE III. MEETING OF THE MEMBERSHIP. The first sentence in Section 3. Annual Meeting. is amended as follows:

"The annual meeting shall be held ~~at 3:00 P.M., Eastern Standard Time, on the first Thursday in~~ during the month of December of each year....."

***

WE HEREBY CERTIFY that the above Amendments were approved by the unanimous vote of the members of the Board of Directors and the affirmative vote of two-thirds of the total vote received (which is the sufficient number as required by the

documents), present in person and by Proxy, at the Annual Meeting of the Unit Owners of Esedra Court, held on Wednesday, December 19, 2001, at 3:00PM in Fountains Hall.

THE FOUNTAINS OF PALM BEACH
CONDOMINIUM, INC. NO. 4

By: _____
Norman Dombrowsky, President
Esedra Court

Attest: _____
Edwin Marmon, Secretary
Esedra Court

STATE OF FLORIDA)
COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me this 24th day of January, 2002, by Norman Dombrowsky and Edwin Marmon, as President and Secretary, respectively, of THE FOUNTAINS OF PALM BEACH CONDOMINIUM, INC. NO. 4, a Florida not-for-profit corporation. They are personally known to me and did not take an oath.

_____
Florida Notary

SEAL

OFFICIAL NOTARY SEAL
CAROLYN R ASHBAUGH
NOTARY PUBLIC STATE OF FLORIDA
COMMISSION NO. CC964529
MY COMMISSION EXP. SEPT 26,2004

Sep-24-2001 08:54a 01-412576
ORB 12926 Pg 914

Mail to:
Fountains Condominium Operations, Inc.
4615 Fountains Drive
Lake Worth, Florida 33467-5065

AMENDMENT TO THE DECLARATION OF CONDOMINIUM OF THE FOUNTAINS OF PALM BEACH CONDOMINIUM, INC. NO. 4

As recorded in Official Record Book 2129, Page 128
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As used herein (unless substantially reworded), the following shall apply:

A. Words in the text which are **lined through** with hyphens indicate deletions from the present text.

B. Words in the text which are **underlined** indicate additions to the present text.

BY-LAWS

1. Section 1., Number, Term and Qualifications, in ARTICLE IV, entitled DIRECTORS, is amended as follows:

"Beginning at the ~~1994~~ 2001 Annual Meeting of the Association, the affairs of the Association shall be governed by a Board of Directors composed of ~~eleven (11)~~ nine (09) persons. All Directors shall be members of the Association. All Officers of a Corporate unit owner shall be deemed to be members of the Association so as to qualify as a Director herein. The term of each Director's service shall extend until the next Annual Meeting of the members, and thereafter, until his successor is duly elected and qualified, or until he is removed in the manner provided in Section 3. below."

***

(Continued)

WE HEREBY CERTIFY that the above Amendment was approved by the unanimous vote of all members of the Board of Directors and the affirmative vote of the majority of the total membership of this Association (which is the sufficient number as required by the documents), present in person and by Proxy, at a Special Unit Owner Meeting, held on Thursday, August 23, 2001, at 3:00PM in Fountains Hall.

THE FOUNTAINS OF PALM BEACH
CONDOMINIUM, INC. NO. 4

By: Joel Grossman
Joel Grossman, 1st Vice President,
Esedra Court

Attest: Ethel Slovin
Ethel Slovin, 2nd Vice President,
Esedra Court

STATE OF FLORIDA)
COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me this 31st day of August, 2001, by Joel Grossman and Ethel Slovin, as 1st Vice President and 2nd Vice President, respectively, of THE FOUNTAINS OF PALM BEACH CONDOMINIUM, INC. NO. 4, a Florida not-for-profit corporation. They are personally known to me and did not take an oath.

Carolyn R. Ashbaugh
Florida Notary

SEAL

OFFICIAL NOTARY SEAL
CAROLYN R ASHBAUGH
NOTARY PUBLIC STATE OF FLORIDA
COMMISSION NO. CC964529
MY COMMISSION EXP. SEPT 26,2004

/E

FOUNTAINS CONDOMINIUM OPERATIONS, INC
4615 S FOUNTAINS DRIVE
LAKE WORTH, FL 33467-5065

JUL-18-1994 9:45am 94-244647
ORB 8348 Pg 1348

AMENDMENT

TO THE BY-LAWS OF

THE FOUNTAINS OF PALM BEACH CONDOMINIUM, INC. NO. 4

As recorded in Official Record Book 2129, Page 128
Public Records of Palm Beach County, Florida

As used herein (unless substantially reworded), the following shall apply:

A. Words in the text which are ~~lined-through~~ with hyphens indicate deletions from the present text.

B. Words in the text which are underlined indicate additions to the present text.

C. Whenever an ellipsis (. . .)appears in the text, this indicates that this portion of the present text remains intact to the point where the next typewritten material appears.

1. ARTICLE IV, entitled DIRECTORS, is amended as follows:

ARTICLE IV
DIRECTORS

Section 1. Number, Term, and Qualifications. Beginning at the 1994 Annual Meeting of the Association, ~~T~~the affairs of the Association shall be governed by a Board of Directors composed of ~~not-less-than-three-(3),-nor-more-than-twenty-(20)~~ eleven (11) persons, ~~as-is-determined-from-time-to-time-by-the-members.~~ All Directors shall be members of the Association. ~~provided,-however,-that-until-one-of-the-events-in-Article-III,-Section-7-of-these-By-Laws-first-occurs,-all-Directors-shall-be-designated-by-the-Developer-and-need-not-be-members.~~ All Officers of a Corporate unit owner shall be deemed to be members of the Association so as to qualify as a Director herein. The term of each Director's service shall extend until the next Annual Meeting of the members, and thereafter, until his successor is duly elected and qualified, or until he is removed in the manner provided in Section 3. below.

. . .

I HEREBY CERTIFY that the above Amendment was approved by not less than 3/4ths' votes of the total membership at a Special Meeting of the Unit Owners of Esedra Court, held on June 13, 1994.

THE FOUNTAINS OF PALM BEACH
CONDOMINIUM, INC. NO. 4

By: _____
Robert O. Segal, President
Esedra Court

Attest: Carolyn R. Ashbaugh

STATE OF FLORIDA)
)
COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me this 8th day of July, 1994, by Robert O. Segal, President of THE FOUNTAINS OF PALM BEACH CONDOMINIUM, INC. NO. 4, a Florida not-for-profit corporation. He is personally known to me and did not take an oath.

Carolyn R. Ashbaugh
Florida Notary

OFFICIAL NOTARY SEAL
CAROLYN R ASHBAUGH
NOTARY PUBLIC STATE OF FLORIDA
COMMISSION NO CC230487
MY COMMISSION EXP SEPT 26,1996

CAROLYN R. ASHBAUGH

[illegible] oath.

Address:

Property Appraisers Parcel Identification (Folio) Number(s):

MAY-23-1990 11:05am 90-149331

ORB 6462 Pg 503

THE FOUNTAINS OF PALM BEACH CONDOMINIUM, INC. NO. 4

4615 So. Fountains Drive, Lake Worth, Florida 33467-5065
Tel: (407) 964-3600

CERTIFICATION

I, THE UNDERSIGNED, President of The Fountains of Palm Beach Condominium, Inc. No. 4, 4615 South Fountains Drive, Lake Worth, Florida 33467-5065, hereby certifies that at the Annual Meeting of the members of the Association, held at 3:00PM, December 22, 1989, at which at least 75 percent (75%) of the members of said Association was present, either in person or by proxy, the following Resolution was duly adopted:

"BE IT RESOLVED that Section 1, Article II, of the By-Laws of The Fountains of Palm Beach Condominium, Inc. No. 4, be amended as follows:

1. The first paragraph in Section 1 is to be renamed '(a)' and the last sentence of this paragraph, 'If unit ownership is vested in a Corporation, said Corporation may designate an individual officer or employee of the Corporation as its "voting member,"' is deleted in its entirety.

2. Section 1(b), as follows, is added: 'Except for a husband and wife ownership, no Corporate and/or Dual Ownerships are permitted.'

3. The second (and last) paragraph in Section 1 is renamed to '(c).'"

"BE IT RESOLVED that Section 5, Article II, of the By-Laws of The Fountains of Palm Beach Condominium, Inc. No. 4, be changed to read as follows:

'Section 5. Designation Of Voting Member. If a Condominium unit is owned by one person, his or her right to vote shall be established by the recorded title to the unit. If a Condominium unit is owned jointly by a husband and wife, then the following three provisions are applicable thereto.' (Subparagraphs (a), (b) and (c) remain and are applicable.)

5-9-90
Date Signed

Seymour Hirsch, President
The Fountains of Palm Beach
Condominium, Inc. No. 4
Esedra Court

ESEDRA COURT

CERTIFICATION (Page 2)

ORB 6462 Pg 504

STATE OF FLORIDA)
)
COUNTY OF PALM BEACH)

Before me personally appeared Seymour Kirsch, to me well known and known to me to be the person described in and who executed the foregoing instrument, and acknowledged to and before me that he executed said instrument for the purposes therein expressed.

WITNESS my hand and official seal, this 9th day of May, A.D., 1990.

Carolyn R. Ashbaugh
Notary Public,
State Of Florida

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXP. SEPT.26,1992
BONDED THRU GENERAL INS. UND.

RECORD VERIFIED
PALM BEACH COUNTY FLA
JOHN B. DUNKLE
CLERK CIRCUIT COURT

85 052884

1985 MAR 11 PM 1:28

CERTIFICATION

I, Mary Canter, Secretary of the Board of Directors of The Fountains Of Palm Beach Condominium, Inc., No. 4, do hereby certify that the following resolution was approved by the unanimous vote of the Board of Directors of said Association at a meeting held November 20, 1984, at the office of the Fountains Condominium Operations, Inc., 4615 South Fountains Drive, Lake Worth, Florida 33467, and adopted by the affirmative vote of the voting members casting a majority of the total votes of the members of the Association on December 26, 1984.

"Be it RESOLVED that Article IX, Section 1 of Exhibit 2 (By-Laws) of the Declaration of Condominium of The Fountains Of Palm Beach Condominium, Inc., No. 4, dated March 7, 1973, and recorded in Book 2129, Page 128, be amended by adding thereto a subparagraph, numbered 1(a):

Article IX, Section 1:

1(a). The approval to sell or lease, as hereinabove provided, as well as the approval to sublease, mortgage or otherwise transfer as provided in Article XI of the Declaration of Condominium, shall be subject to a charge in such amount as the Board of Directors shall fix from time to time, but which shall, in no event, exceed the amount fixed by statute."

5.00

Mary Canter

Secretary, The Fountains Of Palm Beach Condominium, Inc., No. 4 Association

STATE OF FLORIDA

COUNTY OF PALM BEACH

I HEREBY CERTIFY That on this day personally appeared before me, an officer duly authorized to administer oaths and take acknowledgments, Mary Canter, to me well known to be the person described in and who executed the foregoing instrument and acknowledged before me that she executed the same for the purposes therein expressed.

IN WITNESS THEREOF, I have hereunto set my hand and affixed my official seal at Lake Worth, said County and State, this 15th day of February A.D., 1985.

Carolyn R. Ashbaugh

NOTARY PUBLIC

MY COMMISSION EXPIRES:

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXP. SEP 26,1988
BONDED THRU GENERAL INS. UND.

(Seal)

RECORD VERIFIED
PALM BEACH COUNTY FLA
JOHN B. DUNKLE
CLERK CIRCUIT COURT