

N47073

FOUNTAINS CONDOMINIUM OPERATIONS, INC.

4615 Fountains Drive
Lake Worth, Florida 33467-5065
Tel: (561) 964-3600, Fax: (561) 641-5631
e-mail: fcooffice@bellsouth.net

FILED
SECRETARY OF STATE
DIVISION OF CORPORATIONS
02 FEB -8 AM 11:31

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*****35.00 *****35.00

January 16, 2002

Secretary of State
Division of Corporations
Post Office Box 6327
Tallahassee, Florida 32314

Dear Sir:

Enclosed please find an amendment to the Articles of Incorporation of The Fountains of Palm Beach Condominium No. 6, Inc., ORB 2217, Page 1708. Enclosed is a check for the filing fee of \$35 and two originals of the amendment. Please return one of the originals to me, with the filing information thereon, in the enclosed stamped, self-addressed envelope.

Very truly yours,

FOUNTAINS CONDOMINIUM
OPERATIONS, INC.

Debbie Poulette

Debbie Poulette, Manager

DP/cra

Enclosures

Filed pursuant to S.P.

Amend

V SHEPARD FEB 12 2002



FLORIDA DEPARTMENT OF STATE
Katherine Harris
Secretary of State

January 31, 2002

DEBBIE POULETTE, MANAGER
FOUNTAINS CONDOMINIUM OPERATIONS, INC.
4615 FOUNTAINS DRIVE
LAKE WORTH, FL 33467-5065

SUBJECT: THE FOUNTAINS OF PALM BEACH CONDOMINIUM NO. 6, INC.
Ref. Number: N47073

We have received your document for THE FOUNTAINS OF PALM BEACH CONDOMINIUM NO. 6, INC. and your check(s) totaling \$35.00. However, the enclosed document has not been filed and is being returned for the following correction(s):

Declarations of Condominiums are not filed with this office. See attached form to file articles of amendment to articles of incorporation only.

Amendments for nonprofit corporations are filed in compliance with section 617.1006, Florida Statutes. Please see the attached information.

Please return your document, along with a copy of this letter, within 60 days or your filing will be considered abandoned.

If you have any questions concerning the filing of your document, please call (850) 245-6909.

Velma Shepard
Corporate Specialist

Letter Number: 902A00006012

Two originals were sent to you.

RECEIVED
02 FEB -8 AM 11:53
DIVISION OF CORPORATIONS

FOUNTAINS CONDOMINIUM OPERATIONS, INC.

4615 Fountains Drive
Lake Worth, Florida 33467-5065
Tel: (561) 964-3600, Fax: (561) 641-5631
e-mail: fcooffice@bellsouth.net

January 16, 2002

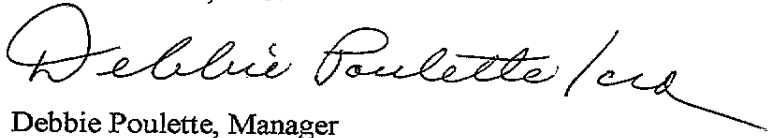
Secretary of State
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Post Office Box 6327
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Very truly yours,

FOUNTAINS CONDOMINIUM
OPERATIONS, INC.


Debbie Poulette, Manager

DP/cra

Enclosures

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

FILED
SECRETARY OF STATE
DIVISION OF CORPORATIONS
02 FEB -8 AM 11:31

**AMENDMENTS TO THE
DECLARATION OF CONDOMINIUM AND ARTICLES OF INCORPORATION
OF
THE FOUNTAINS OF PALM BEACH CONDOMINIUM NO. 6, INC.**

As recorded in Official Record Book 2217, Page 1708
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 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.”

2. 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.”

3. 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,”

4. Paragraph 6(a) under B., referenced above, is proposed to be 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 aforescribed 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.”~~

“(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.~~”

5. 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."

6. 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....."

ARTICLES OF INCORPORATION

1. Amendment to ARTICLE V. The first sentence in Section 1, is amended as follows:

"The affairs of the Corporation shall be managed and governed by a Board of Directors composed of ~~seven (7)~~ not less than three (3), nor more than fifteen (15), members as specified in the By-Laws."

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 the majority 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 Fountains Drive Court, held on Thursday, December 13, 2001, at 4:00PM in Craft Hall.

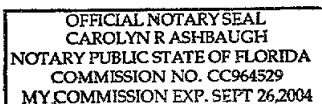
THE FOUNTAINS OF PALM BEACH
CONDOMINIUM NO. 6, INC.

By: [Signature]
Robert Suval, President
Fountains Drive Court

Attest: [Signature]
Milton Rifkin, Secretary
Fountains Drive Court

STATE OF FLORIDA)
COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me this 23rd day of January, 2002, by Robert Suval and Milton Rifkin, as President and Secretary, respectively, of THE FOUNTAINS OF PALM BEACH CONDOMINIUM NO. 6, INC., a Florida not-for-profit corporation. They are personally known to me and did not take an oath.



[Signature]
Carolyn R. Ashbaugh
Florida Notary

SEAL