

BEFORE ME personally appeared AL GALAN,
the President and EDITH WOLF Secretary, of Number 1
Condominium Associatin - Palm Greens at Villa Del Ray, Inc., who
produced _____ and _____ as
identification or are personally known to me to be the individuals
who executed the foregoing instrument and acknowledged to and

before me that they executed such instrument as President and Secretary of the Association with due and regular corporate authority, and that said instrument is the free act and deed of the Association.

WITNESS my hand and official seal this 8 day of February, 2000.

Wanda Culp
Notary Public
State of Florida at Large
My Commission Expires:

(SEAL)



Wanda Culp
MY COMMISSION # CC771046 EXPIRES
October 28, 2002
BONDED THRU TROY FAIR INSURANCE, INC.

This instrument prepared by:
Edward Dicker, Esquire
ST. JOHN, DICKER, CAPLAN, KRIVOK & CORE, P.A.
500 Australian Avenue So., Suite 600
West Palm Beach, Florida 33401
(407) 655-8994

(SEAL)

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This is Not a Certified Copy

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 500 Australian Avenue So., Suite 600
 West Palm Beach, Florida 33401
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EXHIBIT "1"

The original Declarations of Condominium of Palm Greens at Villa Del Ray are recorded as follows:

PALM GREENS AT VILLA DEL RAY PHASE I, as recorded in Official Records
 Book 2249, Page 889;

PALM GREENS AT VILLA DEL RAY PHASE II, as recorded in Official Records
 Book 2298, Page 820;

PALM GREENS AT VILLA DEL RAY PHASE 2A, as recorded in Official Records
 Book 2477, Page 836;

PALM GREENS AT VILLA DEL RAY PHASE 2B, as recorded in Official Records
 Book 2569, Page 824;

PALM GREENS AT VILLA DEL RAY PHASE 2C, as recorded in Official Records
 Book 2631, Page 1313;

PALM GREENS AT VILLA DEL RAY PHASE 3, as recorded in Official Records
 Book 2506, Page 243;

PALM GREENS AT VILLA DEL RAY PHASE 3A, as recorded in Official Records
 Book 2565, Page 273;

PALM GREENS AT VILLA DEL RAY PHASE 3B, as recorded in Official Records
 Book 2388, Page 1536;

PALM GREENS AT VILLA DEL RAY PHASE 4A-L, as recorded in Official Records
 Book 2371, Page 237;

PALM GREENS AT VILLA DEL RAY PHASE 4A-R, as recorded in Official Records
 Book 2487, Page 645;

PALM GREENS AT VILLA DEL RAY PHASE 5, as recorded in Official Records
 Book 2678, Page 1231;

PALM GREENS AT VILLA DEL RAY PHASE 5A, as recorded in Official Records
 Book 2701, Page 349;

PALM GREENS AT VILLA DEL RAY PHASE 5B, as recorded in Official Records
 Book 2724, Page 1106;

PALM GREENS AT VILLA DEL RAY PHASE 5C, as recorded in Official Records
 Book 2739, Page 412;

PALM GREENS AT VILLA DEL RAY PHASE 5D, as recorded in Official Records
 Book 2761, Page 1712;

PALM GREENS AT VILLA DEL RAY PHASE 5E, as recorded in Official Records
 Book 2761, Page 1816;

in the Public Records of Palm Beach County, Florida.

PROPOSED AMENDMENTS TO THE AMENDED DECLARATION OF
 CONDOMINIUM FOR CONDOMINIUM _____ PALM GREENS AT
 VILLA DEL RAY and
 PROPOSED AMENDMENTS TO THE AMENDED BYLAWS OF
 NUMBER ONE CONDOMINIUM ASSOCIATION - PALM GREENS AT
 VILLA DEL RAY, INC.

The original Declarations of Condominium are recorded in the Official Records Book of the Public Records of Palm Beach County, Florida, as set forth on Exhibit "A" attached hereto.

As used herein, words underlined are added and words ~~hyphenated~~ through ~~are~~ deleted.

PROPOSED AMENDMENTS TO THE AMENDED DECLARATION OF CONDOMINIUM

Article 3.3 of the Amended Declaration of Condominium shall be amended to read as follows:

3.3 Parking Spaces are Common Elements. The Board may reassign parking spaces from time to time.

Section 4 of the Amended Declaration of Condominium shall be amended to read as follows:

Those areas reserved for the use of certain Unit Owners or a certain Unit Owner, to the exclusion of other Unit Owners, if any, are designated as "Limited Common Elements". Any expenses for maintenance, repair or replacement, relating to improvements made by the Unit Owner to the Limited Common Elements shall be paid for by the Unit Owner. These improvements shall include a patio or any similar structure installed by the Owner.

Article 5.1.2 of the Amended Declaration of Condominium shall be amended to read as follows:

In the event the law permits, the right of the Association to may suspend the right of any Owner to use the Common Elements or Limited Common Elements for any period during which any assessment remains unpaid by that member; and the right of the Association to suspend the right of a member to use the said Common Elements or Limited Common Elements for a period not to exceed sixty (60) days for any other infraction of the Documents

Article 5.7.1 of the Amended Declaration of Condominium shall be amended to read as follows:

The Association is granted easements over the Condominium Property to inspect, maintain, alter, repair and replace the Common Elements.

Article 5.7.2 of the Amended Declaration of Condominium shall be amended to read as follows:

Whenever it is necessary to enter the Unit for the purpose of performing any inspection, maintenance, alteration, repair or replacement to or of any portion of the Condominium Property, inclusive of easements, the Owner of each Unit shall permit ~~other Owners by their representatives, or~~ the duly constituted and authorized agent of the Association to enter such Unit for such purpose provided that such entry, except in the event of an emergency, shall not unreasonably interfere with the Unit Owner's permitted use of the Unit, and except in the event of an emergency, entry shall be made only with reasonable advance notice at reasonable times.

Article 10.3.1 of the Amended Declaration of Condominium shall be amended to read as follows:

In the event a special assessment in excess of ~~\$25,000.00~~ Fifty (\$50) Dollars per unit is made by the Recreation Condominium Association, then ~~the~~ this Association will cause the issue to be determined by a majority vote of the Unit Owners present at a meeting of the Association, in person or by proxy.

Article 11.4 of the Amended Declaration of Condominium shall be amended to read as follows:

Purpose of Assessments. Annual and Special Assessments levied by the Association shall be used for promoting and maintaining the benefit, health, safety, pleasure and welfare of the owners, occupants and visitors at the Condominium; and including, but not limited to the improvement, maintenance and operation of the Common Elements, for the enforcement of

the Documents, payment of Recreation Condominium Association, Inc. assessments, and for protecting the value of the units.

Article 11.10 of the Amended Declaration of Condominium shall be amended to read as follows:

Unpaid Assessments - Certificate. Any Unit Owner shall have the right to require from the Association a certificate showing the amount of unpaid assessments against him with respect to his Unit. The holder of a mortgage or other lien shall have the same right as to any Unit upon which he has a Lien. ~~Any person other than the Owner who relies~~ The person who requests such certificate may rely upon such certificate and shall be protected thereby.

Article 12.1.2 of the Amended Declaration of Condominium shall be amended to read as follows:

[The Unit Owner is responsible]

To maintain, repair and/or replace, as the case may be, all window glass and sliding glass doors, but excluding exterior doors, door frames. Notwithstanding, each Unit Owner shall maintain, repair and/or replace the handle and lock on each door. The aforesaid shall be done without disturbing the rights of other Unit Owners and shall conform with the exterior appearance of like portions of the buildings.

Article 12.1.3 of the Amended Declaration of Condominium shall be amended to read as follows:

[The responsibility of the Unit Owners shall be as follows:]

To make no alterations, decorations, repairs, replacements or changes of the Common Elements and Limited Common Elements, or to any outside or exterior portion of the building(s) without the prior written approval of the Board of Directors.

There shall be a new Section 15 added to Article 14 of the Amended Declaration of Condominium which shall read as follows:

14.15 Vehicle Restrictions. No recreational vehicles, open trucks and any other type of truck, commercial vehicles, trailers and windowless vans may be parked on the Condominium property, except for vehicles which are in the process of providing a service or a delivery to a resident or the Association.

Article 16.1 of the Amended Declaration of Condominium shall be amended to read as follows:

Purchase, Custody and Payment. Insurance policies upon the Condominium Property, inclusive of the common elements within the individual Units, shall be purchased by the Association for the benefit of the Association, the Owners (other than their personal property, structures and fixtures) and their mortgagees, as their interest may appear, providing the coverage specified in this Section 16, and provisions shall be made for the issuance of certificates or mortgagee endorsements to the mortgagees of the owners.

Owners may obtain insurance coverage at their own expense upon their personal property, structures and fixtures, and for their personal liability and living expense and for any other risks not otherwise insured by the Association in accordance herewith. All policies purchased by the Association must be written by insurance companies authorized to do business in the State of Florida, and with offices or agents in Florida.

Section 21 of the Amended Declaration of Condominium shall be amended to read as follows:

Except as elsewhere provided, Amendments to the Declaration shall be approved by not less than a majority of the entire membership of the Board and by not less than a majority of the voting interests of the entire membership of the Association at a meeting present at a meeting, in person or by proxy.

Section 21.2.3 of the Amended Declaration of Condominium shall be deleted in its entirety as follows:

~~21.2.3 Mortgagee(s) rights. No amendment shall make any change which would in any way affect the lien, security or value of security of any Institutional First Mortgagee, unless the Institutional First Mortgagee shall join in the execution of such amendment.~~

Section 24.1 of the Amended Declaration of Condominium shall be amended to read as follows:

Notices. All notices to the Association by a member(s) shall be sent by certified mail (return receipt requested) to the office address of the Association. Unless otherwise provided by the Documents, all notices to any Owner shall be sent by first class mail to the Unit address of such Owner, or such other address as may have been designated by him from time to time, in writing, to the Association. All notices by the Association shall be deemed to have been given when mailed. Notices to the Association are deemed to be given on the date received.

Section 24.11 of the Amended Declaration of Condominium shall be deleted in its entirety as follows:

~~24.11 Amendment. The Association or a Unit Owner may petition the Circuit Court of Palm Beach County, Florida to correct an error or omission in the Declaration or any other Documents required to establish the Condominium affecting its valid existence, and which errors or omissions are not correctable by the amendment procedures in the Declaration or the Act.~~

PROPOSED AMENDMENTS TO THE AMENDED BYLAWS

Article 2.1 of the Amended Bylaws shall be amended to read as follows:

Definitions. The terms used in these Bylaws shall have the same definitions and meaning as those set forth in the Condominium Act, as same may be amended from time to time (the "Act"), as well as those set forth in the Documents, ~~unless the context otherwise requires.~~

Article 4.4.1 of the Amended Bylaws shall be amended to read as follows:

Any director or representative elected to fill ~~Such a~~ vacancy shall hold office ~~until the next Elections at the Annual Meeting~~ for the unexpired Term of office to which elected.

Article 4.4.2 of the Amended Bylaws shall be amended to read as follows:

Any Association Director ~~or Representative to the Recreation Condominium Association~~ may be recalled and removed from office with or without cause at a duly called Special Meeting by the vote of a majority of the voting interests of all Owners. Any vacancies resulting therefrom shall be filled by the Unit Owners Board of Directors of this Association at said meeting.

Article 4.11 of the Amended Bylaws shall be amended to read as follows:

Presiding Officer. The presiding officer at the Directors' meetings shall be the President. In the absence of the President a Vice President shall preside. In the absence of the Vice President, the Secretary shall preside. In the absence of the Secretary, the Treasurer shall preside.

Article 5.2 of the Amended Bylaws shall be amended to read as follows:

Removal of Association Representatives to the Recreation Condominium Association. Any one or more of the Association Representatives may be removed, with or without cause, by a majority vote of the Unit Owners present at a Special Meeting held for that purpose. A successor may then be appointed by the Board of Directors and there be elected to fill the vacancy thus created. Should the Unit Owners fail to elect such successor, the vacancy shall be filled pursuant to 5.3 below.

Article 5.3 Vacancies

In the event that one or more Recreation Condominium Association Representatives resigns, or is disqualified, removed or otherwise unable to serve, then the Board of Directors of the Number One Condominium Association shall appoint an Association Representative to the Recreation Condominium Association until the next scheduled election to fill the remaining term of office.

Section 8 of the Amended Bylaws shall be amended to read as follows:

Compensation of Directors and Officers. Directors and Officers shall be compensated for all actual and proper out of pocket expenses relating to the proper discharge of their respective duties. Other than these authorized expenses, there shall be no compensation paid to Directors and Officers.

Article 17.1 of the Amended Bylaws shall be amended to read as follows:

Resolution of Adoption. Except as elsewhere provided, Amendments to these Bylaws shall be approved by not less than a majority of the full Board and by not less than a majority of those present at a meeting the voting interests of the entire membership of the Association, in person or by proxy.