

**AMENDED BYLAWS OF
NUMBER ONE CONDOMINIUM ASSOCIATION -
PALM GREENS AT VILLA DEL RAY, INC.**

PALM BEACH COUNTY, FLORIDA

**A CORPORATION NOT-FOR-PROFIT ORGANIZED
UNDER THE LAWS OF THE STATE OF FLORIDA**

March 1, 1994

TABLE of CONTENTS

Section 1. Identity	1
Section 2. Definitions	1
Section 3. Meetings of Members and Voting	1
Section 4. Directors	2
Section 5. Representation in the Recreation Condominium Association.	3
Section 6. Powers and Duties of the Board of Directors	3
Section 7. Officers	4
Section 8. Compensation of Directors and Officers	5
Section 9. Fiscal Management	5
Section 10. Roster of Unit Owners	5
Section 11. System of Fines for Noncompliance	5
Section 12. Arbitration of Internal Disputes	6
Section 13. Liability Survives Unit Ownership Termination	6
Section 14. Rules and Regulations	6
Section 15. Priorities in Case of Conflict	7
Section 16. Parliamentary Rules	7
Section 17. Amendments	7

Section 1. Identity

These are the Amended Bylaws (hereinafter and elsewhere referred to as "Bylaws") of Number One Condominium Association - Palm Greens at Villa del Ray, Inc. (the "Association"), a corporation not for profit incorporated under the laws of the State of Florida, and organized for the purpose of administering certain Condominiums located in Palm Beach County, Florida, and are enacted in place and stead of any and all prior Bylaws and any and all amendments thereof.

1.1 Principal Office. The principal office of the Association shall be at 5801 Via Delray, Delray Beach, Florida or at such place as may be designated by the Board of Directors.

1.2 Budget Year and Fiscal Year. The fiscal year and budget year of the Association shall be the calendar year, unless voted otherwise by the Board.

Section 2. Definitions

2.1 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.

Section 3. Meetings of Members and Voting

3.1 Annual Meeting. The Annual Meeting of the Unit Owners shall be held at the Palm Greens clubhouse, or at such other place as may be designated by the Board of Directors, on the date and at such time in the month of January as determined by the Board. The purpose of the meeting shall include the election of Directors of the Number One Condominium Association and Representatives to the Recreation Condominium Association.

3.2 Special Unit Owners Meetings. Special meetings of the members may be called by the President or by a majority of the Board of Directors of the Association, and must be called by the President or Secretary on receipt of a written request from at least 100 of the voting interests of all of the Unit Owners of the Association entitled to vote; and shall be held at such place(s) as stated in the Notice of Meeting. Requests for meetings by the members shall state the purpose for the meeting and business conducted at any special meeting shall be limited to the matter(s) stated in the notice for it.

3.3 Notice of Unit Owners Meetings shall be in writing, shall state the place, day and hour of the meeting and the purpose for which the meeting is called. The notice shall be delivered to each member entitled to vote at the meeting not less than fourteen (14) nor more than sixty (60) days before the date of the meeting by first class

mail. The notice shall be deemed to be delivered when deposited in the United States mail addressed to the member at his address as it appears in the records of the Association, with postage prepaid.

3.4 Notice of Meeting to Consider Recall of Board Members. A special meeting of the Unit Owners to recall a member or members of the Board of Directors may be called by at least 100 of the Unit Owners, giving notice of the meeting as required for a meeting of Unit Owners and stating the purpose of the meeting.

3.5 Quorum. A Quorum at members meetings shall consist of a majority of the voting interest of the Members of the Association.

3.6 Voting.

3.6.1 Number and Manner of Votes. In any meeting of members, the owners of Units shall be entitled to cast one (1) vote for each Unit owned. The vote of a Unit is not divisible. Votes may be cast in person or by proxy, when permitted by statute.

3.6.2 Majority Vote. The acts approved by a majority of the voting interests present at a meeting and accounted for in person or by proxy shall be binding on all Unit Owners for all purposes.

3.6.3 Designation of Voting Member ("Designated Voter").

(1) If a Unit is owned by one (1) person, his right to vote shall be established by the record title to the Unit. Each owner shall provide the Association with a copy of his or her deed to the unit. If no deed is furnished to the Association, the owners' vote shall not be counted for any purpose, including a quorum. If a Unit is owned by more than one (1) person (not referred to in (2) next below), any said record Owner may vote, provided that there shall be no more than one vote per Unit. In the case of conflict among the Owners of the Unit, the vote for that Unit shall not be counted as to the matter under consideration in which the conflict arose.

(2) Votes may be cast for Units owned by partnerships or by trusts, only by that person designated in a written certificate filed with the Secretary of the Association and signed by a partner of a partnership, or any Trustees of a Trust. Such certificates shall be valid until revoked or superseded by a subsequent certificate or until a change in the ownership of the Unit concerned. If such a certificate is not on file for use prior to a given meeting, the vote of such Unit shall not be considered in determining the requirement for a quorum nor for any other purpose whatsoever.

3.6.4 Closing the Records to Vote. The record of Owners of the Association shall be closed for a period of

ten (10) days against any transfer immediately preceding any meeting of the Association and only those owners properly registered will be entitled to vote at the meeting. The Owners' record book will again be reopened after the meeting has been finally adjourned.

3.7 Proxies. Each proxy shall set forth specifically the purpose of the meeting, the name of the person voting by proxy and the name of the person authorized to vote the proxy for him. Each proxy shall contain the date, time and place of the meeting for which the proxy is given. The proxy shall be effective only for the specific meeting for which originally given and any lawfully adjourned meeting. No proxy shall be valid for a period longer than ninety (90) days after the date of the first meeting for which it was given, and it may be revoked at any time at the pleasure of the Unit Owner executing it. The proxy shall be signed by any Owner as referred to in Section 3.6.3 (1) above and by the designated voter as provided for in Section 3.6.3 (2) above. All proxies must be filed with the Secretary of the Association prior to the time of the meeting in which they are to be used. Should more than one proxy for a specific unit be received, only the most recent of those proxies shall be valid and shall be counted.

3.8 Adjourned Meeting. Any proposed meeting of the Unit Owners which cannot be organized because a Quorum has not been attained shall be adjourned for a period of not more than ninety (90) days from the date of the original meeting. Notice of the newly scheduled meeting shall be given in the manner required for giving notice of a meeting. Except as required above, proxies given for the adjourned meeting shall be valid unless revoked.

3.9 Action by Members Without a Meeting. Unit Owners may take action by written consent without a meeting. The decision to be evidenced by written response shall be binding on the membership, provided a quorum submits a response.

3.10 Unit Owner Decision. Whenever the decision of a Unit Owner is required upon any matter, whether or not the subject of an Association meeting, that decision shall be expressed by the same person who would cast the vote for that Unit if at an Association meeting, unless the joinder of record owners is specifically required by the Documents or by law.

Section 4. Directors

4.1 Number and Qualifications. The Board of Directors shall be composed of seven (7) Unit Owners. Three of the Directors shall be elected at the Annual Meeting held on an even numbered year and four shall be elected at the Annual Meeting held on an odd numbered year.

4.2 Election of Directors shall be held at the Annual Members' Meeting.

4.3 Term of Directorship. Each Association Director's and Recreation Condominium Association Representative's

term of service shall be for two (2) years, or until he is removed, disqualified or resigns.

4.4 Vacancies and Removal.

4.4.1 Except as to vacancies resulting from removal of Directors by members, vacancies in the Board of Directors or the Representative to the Recreation Condominium occurring between Annual Meetings of members shall be elected by the remaining Directors. Any Director or Representative elected to fill such a vacancy shall hold office until the next elections at the Annual Meeting.

4.4.2 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 at said meeting.

4.5 Disqualification and Resignation. Any Association Director or Representative to the Recreation Condominium Association may resign at any time by sending a written notice of such resignation to the Secretary of the Number One Condominium Association. Unless otherwise specified therein, such resignation shall take effect upon receipt thereof by the Secretary. The transfer of title to his Unit by a Director or Representative shall automatically constitute resignation, effective when such transfer is approved by the Board of Directors. No Director or Representative shall continue to serve as such 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.

4.6 Organizational Meeting. The organizational meeting of a newly elected Board of Directors shall be held within ten (10) days of its election.

4.7 Meetings of the Board of Directors.

4.7.1 Regular Meetings. Regular meetings of the Board of Directors will be held at least monthly at such time and place as shall be determined by a majority of the full Board. (Meetings may be suspended during June, July and August).

4.7.2 Special Meetings. Special meetings of the Directors may be called by the President, and must be called by the President or Secretary at the written request of a majority of the full Board of Directors.

4.7.3 Telephone Conference. Special meetings, when physically impossible to obtain a quorum otherwise, may be held by telephone conference using a speaker phone (as per the Florida Administration Code).

4.7.4 Notice of Board Meetings.

(1) Notice to Directors. Notice of the time and place of meetings shall be given to each Director, personally or by mail, telephone or telegraph, and shall be

transmitted at least two (2) business days prior to the Meeting. Notice of all Special Meetings shall also state the purpose of the Meeting.

(2) *Waiver of Notice.* Any Director may waive notice of a meeting before or after the meeting and that waiver shall be deemed equivalent to the due receipt by said Director of notice. Attendance by any Director at a meeting shall constitute a waiver of notice of such meeting, except when his attendance is for the express purpose of objecting at the beginning of the meeting to the transaction of business because the meeting is not lawfully called.

(3) *Notice to Owners.* Notice of Board meetings shall be posted conspicuously on the Condominium Property at least forty-eight (48) hours in advance for the attention of the members of the Association, except in the event of an emergency. Notice of any meeting in which assessments against Unit Owners are to be considered for any reason shall specifically contain a statement that assessments will be considered and set out the nature of the assessments.

4.8 *Quorum.* A quorum at Directors' meetings shall consist of a majority of the entire Board of Directors.

4.9 *Voting By Directors.*

4.9.1 There shall be no voting by proxy at any meeting of the Board of Directors. Except in cases of a conflict of interest all Directors must vote.

4.9.2 The acts approved by a majority of those present at a meeting at which a quorum is present shall constitute the acts of the Board.

4.10 *Meeting Open to Members.* Meetings of the Board shall be open to all Unit Owners.

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

4.12 *Committees.* The President, and/or the Board, may appoint Committees to assist in the conduct of the affairs of the Association.

Section 5. Representation in the Recreation Condominium Association.

5.1 *Number, Term and Qualification of Representatives.* There shall be three (3) Unit Owners of the Number One Condominium Association elected as Representatives to the Recreation Condominium Association. The election of Association Representatives shall be held at the Annual Meeting of and by the Unit Owners. Each shall serve for two (2) years, one (1) elected on even-numbered years and two (2) elected on odd-numbered years.

5.2 *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 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.

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.

5.4 *Disqualification or Resignation of an Association Representative to the Recreation Condominium Association.* Any Association Representative may resign at any time by sending a written notice of such resignation to the Secretary of the Number One Condominium Association. Unless otherwise specified therein, such resignation shall take effect upon receipt thereof by the Secretary. The transfer of title to his Unit by an Association Representative to the Recreation Condominium Association shall automatically constitute a resignation, effective when such resignation is accepted by the Board of Directors. No Representative shall continue to serve as such 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.

5.5 *Powers and Duties.*

(a) Number One Condominium Association Representatives to the Recreation Condominium Association shall attend all regular and special meetings of the Recreation Condominium Association.

(b) The vote of Recreation Condominium Association Representatives at Recreation Condominium Association meetings shall not be subject to the control of the Board of Directors of the Number One Association. A Special Meeting of the Unit Owners may be called for the purpose of directing the vote of the Recreation Condominium Association Representatives at Recreation Condominium Association meetings. Such meeting shall be called as provided in 3.2 of these By-Laws.

(c) A copy of the approved Minutes of the business conducted at Recreation Condominium Association meetings shall be submitted to the Number One Condominium Association office.

Section 6. Powers and Duties of the Board of Directors

All of the powers and duties of the Number One Condominium Association existing under the Act and the Documents shall be exercised exclusively by the Board or its duly authorized agents, contractors or employees, subject only to the approval by the Unit Owners vote when that approval is specifically required by Document or Act.

The powers and duties of the Board shall include, but shall not be limited to, the following:

6.1 Administration, Maintenance, and Operation of the Condominium.

6.2 Contracts, Sue or Be Sued. Institute, maintain, settle or appeal actions or hearings in its name on behalf of all Unit Owners concerning matters of common interest, including but not limited to, the common elements.

6.3 Sole Right to Make and Collect Assessments.

6.4 Lien and Foreclosure for Unpaid Assessments. The Association may place a lien on any Condominium Unit for unpaid assessments and other charges, interest, and reasonable attorneys' fees incurred in the collection of the assessment or enforcement of the lien.

6.5 Purchase Unit. Purchase Units at a lien foreclosure sale, to acquire, hold, lease, mortgage and convey same.

6.6 Borrow Money. The Association may borrow money on behalf of the Association when required in connection with the operation, care, upkeep and maintenance of the Common Elements or the acquisition of units as per Section 6.5, and granting mortgages on and/or security interests in Association owned property; provided, however, that in order for the Association to borrow in excess of \$50,000.00, the vote or written consent of a majority of the voting interests shall be obtained.

6.7 Adopt Rules and Regulations. The Association may adopt reasonable Rules and Regulations for the use of the Units, Common Elements, and Association Property, as more fully provided in Section 14 below.

6.8 Maintain Bank Accounts/Money Market Accounts.

6.9 Obtain Insurance. The Association shall use its best efforts to obtain and maintain adequate insurance to protect the Association, the Common Elements and all other properties required to be insured by the Documents and the Act.

6.10 Contract for Maintenance and Management of the Condominium.

The Association may contract for the management and maintenance of the Association Property and may authorize a management agent to assist the Association in carrying out its powers and duties by performing such functions as the submission of proposals, collection of assessments, preparation of records, enforcement of rules and maintenance, repair, and replacement of the Common Elements with such funds as shall be made available by the Association for such purposes. The Association and its officers shall, however, retain at all times the powers and duties granted by the Documents and the Act, including, but not limited to, the making of Assessments, promulgation of rules and execution of contracts on behalf of the Association.

6.11 Employ Personnel. The Association may

employ and dismiss personnel as necessary for the maintenance and operation of the Condominium Property and may retain those professional services that are required for those purposes.

6.12 Impose Fines. Pursuant to Sections 718.303(3) and 617.10(3) (as may be amended from time to time) of the Florida Statutes and Section 11 herein below, the Board of Directors may impose fines.

6.13 Repair or Reconstruct Units and/or Buildings After Casualties. Shall be made in accordance with the Declaration.

6.14 Lease security Deposits. As a condition to permitting the rental of a unit, the Board may require the Unit Owner to place a security deposit with the Association. These funds shall be held in an escrow account.

Section 7. Officers

7.1 Executive Officers. The executive officers of the Association shall be a President, a Vice-President, a Treasurer and a Secretary (all shall be Directors). The Officers shall be elected annually by the Board at the Organizational Meeting and may be removed without cause at any meeting by a vote of a majority of the full Board. A person may hold more than one office except that the President may not also be the Secretary (or Assistant Secretary if one should be elected). No person shall sign an instrument in the capacity of more than one office. The Board from time to time may elect other officers and designate their powers and duties as the Board shall find to be required to manage the affairs of the Association. All executive officers of the Number One Condominium shall be appropriately bonded.

7.2 President. The President shall be the chief executive officer of the Association. He shall have all of the powers and duties that usually are vested in the office of President of an association.

7.3 Vice-President. The Vice-President shall exercise the powers and perform the duties of the President in the absence or disability of the President. "Absence" or "Disability" shall be viewed on a case by case, duty by duty basis, and as used herein shall mean incapability of the President to effect the particular duty under question, incident to the office of the President. He also shall assist the President and exercise such other powers and perform such other duties as are incident to the office of the Vice-President of an association and as may be required by the Directors or the President.

7.4 Secretary. The Secretary shall keep the minutes of all meetings proceedings of the Board of Directors and Unit Owner meetings. He shall attend to the giving of all notices to the Unit Owners and Directors and any other notices required by law. He shall have custody of the seal of the Association and shall affix it to instruments requiring the seal when duly signed. He shall keep the records

of the Association, except those of the Treasurer, and shall perform all other duties incident to the office of the Secretary of an association and as may be required by the Directors or the President.

7.5 Treasurer. The Treasurer shall have custody of all property of the Association, including funds, securities and evidences of indebtedness. He shall keep books of account for the Association in accordance with good accounting practices, which, together with substantiating papers, shall be made available to the Board for examination at reasonable times. He shall submit a treasurer's report to the Board at reasonable intervals and shall perform all other duties incident to the office of Treasurer and as may be required by the Directors or the President. All monies and other valuable effects shall be kept for the benefit of the Association in such depositories as may be designated by the Board.

7.6 Resignation. Any Officer may resign his post at any time by written resignation, delivered to the President or Secretary, which shall take effect upon its receipt unless a later date is specified in the resignation, in which event the resignation shall be effective from such date unless withdrawn.

Section 8. 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.

Section 9. Fiscal Management

The provisions for fiscal management and assessments as set forth in the Declaration and Articles shall be supplemented by the following provisions:

9.1 Board Adoption of Budget. The Board shall adopt a budget for the Common Expenses of the Association in advance of each fiscal year at a special meeting of the Board called for that purpose.

9.2 Budget Requirements. The proposed annual budget of Common Expenses shall be detailed and shall show the amounts budgeted in at least those categories required by the Act, on a comparative basis with the previous year.

9.3 Notice of Budget Meeting. The Board shall mail a meeting notice and copies of the proposed annual budget to the Unit Owners not less than fourteen (14) days before the meeting at which the budget will be considered. The meeting shall be open to all the Unit Owners.

9.4 Member Rejection of Excessive Budget. If a budget adopted by the Board requires assessment against the Unit Owners in any fiscal year exceeding one hundred fifteen (115%) percent of the assessment for the previous year, the Board, on written application of ten (10%) percent of the Unit Owners shall call a special meeting of the Unit Owners within thirty (30) days from the date of

the Board's receipt of said application. The special meeting shall be called on not less than fourteen (14) days' written notice to each Unit Owner. At the special meeting, Unit Owners shall consider and enact a budget by not less than a majority of the voting interests of all Unit Owners. Provisions for reasonable reserves for repair or replacement of the Condominium Property, nonrecurring expenses, and assessments for betterment to the Condominium Property shall be excluded from the computation in determining whether assessments exceed one hundred fifteen (115%) percent of similar assessments in the previous year.

9.5 Failure of the Board to Adopt Budget. Notwithstanding the foregoing, if an Annual Assessment is not made as required, an assessment shall be presumed to have been made in the amount of the most recent prior assessment and shall be due upon each installment payment date (that is, January 1st and the first day of each succeeding month, in advance) until changed by an amended assessment.

9.6 Budget Amendments/Special Assessments. In the event that the Annual Assessment proves insufficient, the Annual Budget and assessments pursuant thereto may be amended and/or a special assessment may be levied at any time by the Board, subject to the provisions of Section 11.6.1 of the Declaration of Condominium.

Section 10. Roster of Unit Owners

The Association shall maintain a roster of all members of the Association, with mailing address and telephone numbers. It shall be the affirmative duty of each Owner to notify the Board of any changes in mailing address and telephone number.

Section 11. System of Fines for Non-Compliance

11.1 Authority and Scope. Pursuant to Sections 718.303(3) and 617.10(3), Florida Statutes (as amended from time to time), the Board may impose fines on any Unit Owner for any violations of the Documents and/or violations of law by Owners or the Owner's tenant(s); and/or their family members, agent(s), or guest(s).

11.2 Owner is Liable. Each and every said violation shall be the responsibility of and attributed to the Owner regardless of whether the offending party is in fact the Owner or the Owner's tenants, or their family, agents or guests. As such, the Owner is responsible for the actions of the Owner's tenants and family, agents or guests, and any fine imposed hereunder shall be imposed upon the Owner responsible.

11.3 Written Notice Required; Consents. No fine shall be imposed against an Owner for violations unless and until the offending party or parties (which always shall include the Owner) has/have been given written notice of the violation and an opportunity to appear and be heard before the Board or Hearing Committee. The notice must

be sent certified or registered mail with a return receipt requested. The notice must contain the following information:

11.3.1 The Owner responsible for the violations.

11.3.2 The nature of the violation and the names of the violators, if known.

11.3.3 The maximum amount of the fine for each violation of the particular provision of the Documents and/or law.

11.3.4 The date, time and place of a meeting of the Board or a Committee selected by the Board, at which meeting the Board or Committee shall determine whether the Unit Owner (for himself/herself, guest, family, patron or lessee) is guilty of the violation, and if so, shall impose a fine for the violation.

11.4 Level of Fines and Record Keeping. The Board shall set a schedule of fines for violations of the aforesaid documents, rules and regulations of law. The fine for any separate violation shall not exceed the amount allowed by the Florida Statutes. The Association shall maintain a file of all notices issued and findings of the Board or Hearing Committee in order that a record of offenses and offenders may be kept.

11.5 Hearing Before the Board or Hearings Committee.

11.5.1 The Owner in question shall be given the opportunity to be heard before the Board or Hearings Committee, at the time and place as specified in the aforesaid Notice, to present his defenses and reasons for not having to be determined in violation and assessed with a fine. At such time, the Board or Committee shall vote whether the violator is indeed in violation. If the Board or Committee votes in the affirmative, the Board or Committee shall set the amount of the fine then due and owing.

11.5.2 Failure by the Owner or the violator in question to appear at the scheduled meeting to present his defenses to the violation charge will result in the automatic vote by the Board or Committee that the Owner is in violation and fine the Unit Owner in the appropriate amount.

11.6 Collection. Once a fine is determined to be owing, same shall be paid and collectible as follows: The Association shall have the right to maintain a personal action against the Owner in question; and shall be entitled to recover interest thereon at the rate of eighteen (18%) percent per annum, and costs and attorneys fees. So long as not prohibited by Florida Statutes as amended from time to time, the fine shall become a charge against a Unit Owner in question and shall be collected as Charges are collected pursuant to the Declaration and these By-Laws.

11.7 Unoccupied Units. The Association shall have the right to levy a fine against a Unit Owner in instances where the Unit is unoccupied at the time of the alleged violation for which the fine is sought.

11.8 Remedies. The fine system may be invoked independently of or concurrently with any other remedies provided for in these Bylaws, the Declaration or Articles of Incorporation. As such, the fine system is not a condition precedent to the Association's pursuit of other remedies available to it as set forth in the Documents or under the law.

Section 12. Arbitration of Internal Disputes

Internal disputes arising from the operation of the Condominium among Unit Owners, the Association, their agents and assigns may be resolved by voluntary binding arbitration. Arbitrators shall be provided by the Division of Florida Land Sales and Condominium pursuant to Section 718.112(2)(1), Florida Statutes. Each party to the dispute first must agree to the arbitration process and, in such case, the arbitrator's decision will be final; provided, however, that such decision shall not preclude either party from thereafter proceeding in a trial de novo. If judicial proceedings are taken after arbitration, the arbitrator's final decision will be admissible in evidence. Any party may seek enforcement of the arbitrator's final decision in a court of competent jurisdiction. Nothing in this Article shall preclude any party from proceeding alternatively in any other manner prescribed in the Documents.

Section 13. Liability Survives Unit Ownership Termination

Termination of Unit Ownership in the Association shall not relieve or release a former member from any liability or obligation incurred with respect to the Documents during the period of membership, nor impair any rights or remedies that the Association may have against the former member arising out of his membership and his covenants and obligations incident to that relationship.

Section 14. Rules and Regulations

14.1 Board may Adopt. The Board may adopt and amend, from time to time, reasonable rules and regulations governing the details of the use, appearance and operation of the common elements, Association Property and individual Condominium Units.

14.2 Posting and furnishing copies. A copy of the Rules and Regulations adopted from time to time by the Board, and any amendment to Rules and Regulations, shall be posted in a conspicuous place on the Condominium Property and a copy furnished to each Unit Owner. No Rule and Regulation or amendment thereto shall become effective until five (5) days after posting, except in the case of an emergency, in which case the Rule and Regulation or amendment thereto shall become effective immediately on posting. The failure of any Owner to receive a copy of the rule and Regulation or amendment thereto shall not affect the validity thereof.

Section 15. Priorities in Case of Conflict

In the event of conflict between or among the provisions of any of the following, the order of priorities shall be from highest priority to lowest:

- 15.1.1 *The Act*
- 15.1.2 *The Declaration*
- 15.1.3 *The Articles*
- 15.1.4 *These By-Laws*
- 15.1.5 *The Rules and Regulations promulgated by the Board.*

Section 16. Parliamentary Rules

Robert's Rules of Order (latest edition) shall govern the conduct of the meetings of the Owners and the Board when not in conflict with the Documents.

Section 17. Amendments.

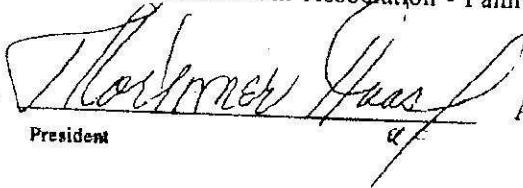
Amendments to these By-Laws shall be adopted in the following manner:

17.1 Resolution of Adoption. Except as elsewhere provided, Amendments to these By-Laws shall be approved by not less than a majority of the full Board and by not less than a majority of the voting interests of the entire membership of the Association.

17.2 Execution and Recording. A copy of each amendment shall be attached to a certificate certifying that the amendment was duly adopted, which certificate shall be executed by the President of the Association with the formalities of a deed. The amendment shall be effective when such certificate and a copy of the amendment are recorded in the Public Records of Palm Beach County, Florida.

The foregoing were adopted as the Amended By-Laws of Number One Condominium Association - Palm Greens at Villa del Ray, Inc. on the 22 day of February, 1994.

Number One Condominium Association - Palm Greens at Villa del Ray, Inc.

by:  President Attest:  Secretary

Corporate Seal