

Lago Del Rey #4 Condominium Association, Inc.

**JSB Property Management
PO Box 50373, Lighthouse Point, FL 33074
Email: jbproperties@comcast.net
954-366-1392 or 954-570-8919 fax**

February 21, 2012

Dear Lago Del Rey Unit Owner:

As you know, in October, 2011 the Board of Directors solicited owner approval for proposed amendments to the Lago Del Rey Declaration and By-Laws. Every owner was sent a copy of the Proposed Amendments together with a Written Consent form to complete and return to the Association indicating your approval or disapproval of the Amendments.

In accordance with Florida Statutes § 617.0701, this letter will serve as notice that the Association received more than the required percentage of unit owner consents and therefore the proposed Amendments to the Declaration and By-Laws have been approved and recorded in the Official Records of Palm Beach County, Florida.

Hopefully you saved the amendment documents that were mailed to you and if you have you should place those Amendments in safe keeping along with your other Association governing documents. In the event you did not save your copy of the Amendments and would like to obtain a recorded copy, please contact the Association's management company, JSB Property Management, Inc. at (954) 366-1392.

Copies will be furnished at the Association's usual and customary cost of photocopying Association Official Records. Should you have any questions regarding the amendments, please feel free to contact any Board member.

Sincerely,

FOR THE BOARD

ARTICLE IX. ACQUISITION OF UNITS and all of its Sections shall be deleted in their entirety. All succeeding Articles shall be re-numbered accordingly.

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

ARTICLE XVI. LIENS and all Sections thereof shall be deleted in their entirety. All succeeding Articles shall be re-numbered accordingly.

ARTICLE XVII. RULES AND REGULATIONS, Section 1 shall be amended as follows:

Section 1. The Board of Directors may from time to time adopt or amend previously adopted administrative Rules and Regulations affecting the operation, use, maintenance, management and control of the units, the common elements of the Condominium(s) 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 and/or copies of same shall be furnished to each unit owner. The Lago Del Rey Pool and Facilities shall be used subject to the Rules and Regulations governing same as provided in Article XVII of the Declaration of Condominium to which these By-Laws are attached.

ARTICLE XVIII. PROVISO, shall be amended as follows:

The terms and provisions of Article X through Article XVII, inclusive, in these By-Laws, shall be limited and deemed amended to comply with the applicable provisions, where such provisions of said Chapter are determined as a matter of law to apply to the terms and provisions of said Article X through Article XVII inclusive, of these By-Laws. The terms and provisions of Article IV, Section 12 of these By-Laws shall be deemed repeated and re-alleged under Article X through Article XVII inclusive, and the Sections thereunder of these By-Laws, just as though they were specifically set forth thereunder. As provided in said Article IV, Section 12 of these By-Laws,

ARTICLE IV. DIRECTORS

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, giving 48 hours 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, and a copy of same shall be posted conspicuously on the condominium property at least 48 hours in advance of such meeting except in an emergency.

ARTICLE VI. FINANCES AND ASSESSMENTS

Section 2. Fidelity Bonds shall be deleted in its entirety.

ARTICLE VII. ADDITIONS OR ALTERATIONS shall be deleted in its entirety. All succeeding Articles shall be re-numbered accordingly.

ARTICLE VIII. COMPLIANCE AND DEFAULT shall be amended as follows:

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 Declarations of 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 the date of the notice, the Association, through its Board of Directors, shall have the right to treat such violation as an intentional and material breach of the Declaration, the By-Laws, the rules or of the pertinent provisions of the Condominium Act, and the Association shall, at its option, have the following remedies in addition to any other remedies that may be provided herein (fines, suspension of privileges, etc.);

- (a) An action at law to recover damages on behalf of the Association or on behalf of the other unit owners; or
- (b) An action in equity to obtain compliance on the part of the unit owner.

Upon a finding by the Court that the Owner, or his family member, tenant or other occupant is in violation complained of is willful and deliberate the unit owner shall be required to reimburse the Association for reasonable attorneys' fees incurred by it in bringing such action. Failure on the part of the Association to maintain an action at law or in equity within thirty (30) days from the 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.

who are not Board Members or persons residing in a Board Members household or an employee or immediate family member of a Board Member. If the committee does not impose a fine or suspension, no fine or suspension may be levied or imposed by the Board.

Article XIV is amended to add a new Section H. and shall read as follows:

H. Each unit owner, occupant(s), tenant(s) or other invitee(s) shall be governed by and must comply with the Declaration, the By-Laws and the reasonable rules and regulations of the Association. In any action for damage, for injunction or for other relief for failure to comply with the Association's Governing Documents, by the Association against a unit owner or by a unit owner against the Association, the prevailing party in such action (including administrative proceedings required by Florida Statutes, Chapter 718) is entitled to recover its reasonable attorneys' fees and costs.

Article XVII-A **ADDITIONAL RECREATION FACILITIES** shall be deleted in its entirety. All succeeding Articles shall be re-numbered accordingly.

Articles XVIII. **MISCELLANEOUS PROVISIONS** shall read as follows:

H. Nothing hereinabove set forth in this Declaration shall be construed as prohibiting the Developer or the Board of Directors of the Association from authorizing the removal of or removing any party wall between any Condominium units in order that the said units might be used together as one integral unit. In such event, all assessments, voting rights and the share of the common elements shall be calculated as if such units were as originally designated on the Exhibits attached to this Declaration, notwithstanding the fact that several units are used as one, to the intent and purpose that the unit owner of such combined units shall be treated as the unit owner of as many units as have been so combined.

END OF AMENDMENTS

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Article XIV. **MAINTENANCE AND ALTERATIONS** shall be amended as follows:

B. There shall be no alterations or additions to the common elements or limited common elements of this Condominium where the cost thereof is in excess of ten percent (10%) of the annual budget of this Condominium for common expenses except as authorized by the Board of Directors and approved by not less than a majority of the total vote of the unit owners of this Condominium; provided the aforesaid alterations or additions do not prejudice the right of any unit owner; unless his consent has been obtained. The cost of the foregoing shall be assessed as common expenses. Where any alteration or additions as aforescribed, i.e., as to the common elements or limited common elements of this Condominium are exclusively or substantially exclusively for the benefit of the unit owner(s) requesting same, then the cost of such alterations or additions shall be assessed against and collected solely from the unit owners(s) exclusively or substantially exclusively benefiting, and the assessment shall be levied in such proportion as may be determined as fair and equitable by the Board of Directors of the Association. Where such alterations or additions exclusively or substantially exclusively benefit unit owners requesting same, said alterations or additions shall only be made when authorized by the Board of Directors, and approved by not less than seventy-five percent (75%) of the total vote of the unit owners exclusively or substantially exclusively benefiting therefrom, and where said unit owners are ten (10) or less, the approval of all but one shall be required.

C. 5. To show no signs, advertisements, or notices of any type on the common elements, limited common elements, or his unit, and to erect no exterior antenna or aerials, except as consented to by the Board of Directors of the Association. Satellite dishes are permitted under F.C.C. Regulations. The foregoing includes signs within a unit which are visible from outside the unit and the foregoing includes posters, advertisements or circulars upon the condominium property including common elements, limited common elements, units or vehicles parked upon the Condominium property and distributing advertisements or circulars to units within the condominium.

Article XIV is amended to add a new Section G. and shall read as follows:

G. If a unit owner is delinquent for more than ninety (90) days in paying any monetary obligation due the Association or if a unit owner or a unit's occupant(s), tenant(s) or invitee(s) fails to comply with any provision of the Declaration, the Association By-Laws or rules and regulations of the Association, the Association may suspend the right of the unit owner or a unit's occupant(s), tenant(s) or invitee(s) to use common elements, common facilities or any other Association property for a reasonable period of time. The Association may also levy reasonable fines for the failure of the owner of the unit, or its occupant(s), tenant(s) or invitee(s) to comply with any provision of the Declaration, the Association By-Laws or reasonable rules and regulations of the Association. The fine shall not exceed \$100.00 per violation. However, a fine may be levied on the basis of each day of a continuing violation, with a single notice and an opportunity for hearing provided that any fine imposed on a continuing basis may not, in the aggregate, exceed \$1,000.00. No fine may be levied nor a suspension of use privileges be imposed unless the Association first provides fourteen (14) days written notice and an opportunity for hearing to the unit owner and, if applicable, the unit occupant(s), tenant(s) or invitee(s). The hearing must be held before a committee of no less than three (3) unit owners

purpose. Occupancy of a unit on a permanent basis is limited to two (2) individuals for all one-bedroom units and four (4) individuals for all two-bedroom units and six (6) individuals for all three-bedroom units; however, individuals in excess of this number may be permitted to visit and temporarily reside in a unit not to exceed sixty (60) days in total in any calendar year. The Association shall have the right to extend said period of visitation within any calendar year.

The unit owner shall not permit or suffer anything to be done or kept in his unit which will increase the rate of insurance on the Condominium property, or which will obstruct or interfere with the rights of other unit owners, or annoy them by unreasonable noises, or otherwise, illegal acts in or about the Condominium property.

No more than two (2) dogs or cats, or one of each, may be kept in a unit provided that any dog or cat shall not exceed forty (40) pounds. No other animals or pets of any kind shall be kept in any unit or on any property of the Condominium. Permitted dogs or cats shall be not kept, bred or maintained for any commercial purposes. Any dog or cat causing or creating a nuisance or unreasonable disturbance shall be permanently removed from the property subject to these restrictions upon three (3) days written notice from the Board of Directors of the Association. Pets shall not be permitted upon the Lago Del Rey Pool and Facilities area unless a portion thereof is designated as the area of pets to relieve themselves.

The unit owner shall not cause anything to be affixed or attached to, hung, displayed or placed on the exterior walls, doors or windows of the units, building(s) nor the limited common elements nor the common elements; nor shall they place any furniture or equipment outside their unit nor shall they cause awnings and/or storm shutters, screens and enclosures and the like to be affixed or attached to any units, limited common elements or common elements, nor shall they plant any flowers, plants, greenery or shrubbery in any planters which are a limited common element, except with the prior written consent of the Board of Directors and further, when approved, subject to the Rules and Regulations adopted by the Board of Directors. No clothes lines or similar device shall be allowed on any portion of the condominium property, nor shall clothes be hung anywhere except where designed by the Board of Directors of the Association. No laundry facilities or equipment shall be permitted in any unit or elsewhere without the written consent of the Board of Directors of the Association, except where the Developer has provided plumbing and electrical connections for laundry facilities or equipment. The unit owner may not enclose the exterior terrace, balcony, patio or porch which abuts a unit without the prior written consent of the Association, which type enclosure is further subject to the prior written approval of the Association; however, the Developer shall have the absolute right to enclose or screen in said exterior terrace, balcony, patio or porch, and said Developer shall have the absolute right to determine what type and style of enclosures shall be permitted as to said terrace, balcony, patio or porch, notwithstanding the fact that the prior written consent of the Association is required.

No person shall use the common elements or any part thereof, or a Condominium unit or the condominium property, or any part thereof, in any manner contrary to or not in accordance with such Rules and Regulations pertaining thereto, as from time to time promulgated by the Association.

of Incorporation, By-Laws and Rules and Regulations as the same may be amended from time to time ("Association Documents"). The lease or addendum and other leases shall further provide or be deemed to provide that any violation of the Association Documents shall constitute a material breach of the lease and subject the tenant to eviction by the Association as agent of the Owner pursuant to Chapter 83, Florida Statutes in addition to any other remedy provided for in the Association Documents or Florida law.

8. The Owner(s) shall be responsible for the conduct of the tenant and shall be subject to all remedies set forth in the Association Documents and Florida law, without waiver of any remedy available to the Association as to the tenant. The Owner shall have the duty to bring his tenant's conduct into compliance with the Association Documents by whatever action is necessary including, without limitation, the institution of eviction proceedings without notice to cure, whenever legally permissible.

9. If the Owner fails to bring the conduct of the tenant into immediate compliance with the Association Documents, then the Association shall have the authority to revoke its approval of the lease and take any action deemed necessary to obtain compliance with the Association Documents. Such action may include, but shall not be limited to, the right to institute an action for injunctive relief and/or the right to institute an action for eviction against the tenant pursuant to Florida Statutes Chapter 83 in the name of the Association and as agent of the Owner. In any such action or effort to obtain compliance with the Association Documents by the tenant, the Association shall have the right to recover any costs or fees, including attorney's fees, incurred in connection with such actions from the Owner which shall be secured by a continuing lien in the same manner as assessment charges.

10. Unapproved or Unauthorized Lease or Occupancy. Any lease or occupancy of an apartment, which has not been approved or has been disapproved pursuant to the terms of this Declaration, shall be void unless subsequently approved in writing by the Association. The Association shall have the right to remove any unapproved or unauthorized occupants, and their personal belongings, through an eviction proceeding under Chapter 83, Florida Statutes as agent of the Owner or by any other means provided for in the Association Documents.

11. Association Fee. The Owner or lessee seeking approval of a lease of a Dwelling Unit shall pay an application fee for each tenant-applicant in an amount determined by the Board but not exceeding \$150.00. No charge shall be made in connection with an extension or renewal of a lease.

B. **MORTGAGE AND OTHER ALIENATION OF UNITS** and its subsections shall be deleted in their entirety.

Article XIII. **USE AND OCCUPANCY** is amended as follows:

The Owner of a unit shall occupy and use his apartment unit as a single family private dwelling for himself and the members of his family and his social guests, and for no other

committee or agent. No person may occupy a Unit as a tenant, family member of a tenant, or otherwise without prior approval of the Board of Directors. The following shall apply to all rentals of Units:

1. All tenants and other permanent occupants of a Unit must obtain prior written approval of the Board of Directors before occupying the Unit, except for guests of a Unit Owner. Individuals or guests, other than Owners and approved tenants, staying in a Unit for more than thirty (30) consecutive days or thirty (30) cumulative days in a calendar year, shall be considered a tenant and shall be subject to approval by the Association in accordance with this Article. The Association may promulgate rules and regulations governing guests and registration of guests.

2. An Owner desiring to lease his Unit, shall give to the Association notice of such intention together with a copy of the proposed lease, the name of the proposed lessee(s) and all proposed occupants, a completed application and any other information requested by the Association. The Association shall have the right to require that a substantially uniform form of lease be used and require such other information from the proposed tenant and all proposed occupants as the Board deems appropriate under the circumstances. The Board shall have the right to conduct background searches on the proposed tenant and their spouse, if applicable, and all proposed occupants of the Unit. Such background search may include a credit check of the proposed tenant and/or occupant. The Board may require an interview of any proposed tenant and their spouse, if any, and all proposed occupants of a Unit, as a condition for approval.

3. The provisions of Florida Statutes Chapter 718, this Declaration, the Articles, the Bylaws and the rules and regulations of the Association shall be deemed expressly incorporated into any lease of a Unit. The Association shall have fifteen (15) days from the receipt of notice and all information required within which to approve or disapprove of the proposed lease or proposed lessees or occupants. Failure of the Association to provide written notice of its decision within said period shall be deemed an approval of the lease.

4. Failure to Give Notice. If the notice to be given by an Owner to the Association is not given then at any time after receiving knowledge of a transfer of possession of a residence, the Association, at its election and without notice, may approve or disapprove the transfer.

5. Disapproval by Association. If the Association disapproves a proposed lease or occupancy of a Unit then such lease or occupancy shall not occur. The Association shall not unreasonably withhold or delay approval of a proposed lease and/or proposed occupant.

6. No individual rooms may be rented and no transient tenants may be accommodated. "Rent-sharing" and subleasing is prohibited. All leases shall be for a minimum period of six (6) months.

7. All leases shall be in writing and shall incorporate a lease addendum if promulgated by the Association. Written leases, addenda and all other leases, shall provide or be deemed to provide that the tenants have read and agreed to be bound by this Declaration, Articles

Article X. **ASSESSMENTS**

Section A. is amended as follows:

A. The Association, through its Board of Directors, shall have the power to fix and determine from time to time the sum or sums necessary and adequate to provide for the common expenses of the Condominium property, and such other sums as are specifically provided for in this Declaration and Exhibits attached hereto. The Board of Directors may adopt a budget for the common expenses of the Condominium for the coming fiscal or calendar year in such amount as the Board deems necessary and during a fiscal or calendar year, said Board may increase the assessments for common expenses of the Condominium and/or levy a special assessment for common expenses in such amount as the Board deems necessary. The procedure for the determination of all such assessments shall be as set forth in the By-Laws of the Association and this Declaration, and the Exhibits attached hereto. A portion of the common expenses of this Condominium may be determined by certain parties as provided under Article XVII of this Declaration, and the applicable provisions hereinbefore set forth in this Article X.A shall apply to the provisions of this sentence and the Board of Directors shall comply with the provisions of said Article XVII of this Declaration.

E. Where the Mortgagee of a First Mortgage of record, obtains title to a Condominium parcel as a result of foreclosure of the First Mortgage, or when a First Mortgagee of record accepts a Deed to said Condominium parcel in lieu of foreclosure, such Mortgagee, its successors and assigns, shall be liable for the assessments by the Association pertaining to such Condominium parcel, or chargeable to the former unit owner of such parcel, which became due prior to the Mortgagee's acquisition of title as a result of the foreclosure or the acceptance of such Deed in lieu of foreclosure to the extent required by the Condominium Act. (F.S. Chapter 718) as in effect from time to time.

F. Any person who acquires an interest in a unit except a First Mortgagee as specifically provided hereinabove, including without limitation persons acquiring title by operation of law, including purchasers at judicial sales, shall be responsible for all unpaid assessments due and owing by the former unit owner(s). The Association, acting through its Board of Directors, shall have the right to assign its claim and lien rights for the recovery of unit owners, or to any third party.

Paragraph G. is deleted in its entirety.

Article XI. Section A. entitled **PROVISIONS RELATING TO SALE OR RENTAL OR OTHER ALIENATION OR MORTGAGING OF CONDOMINIUM UNITS** is deleted in its entirety and shall be replaced with the following:

Article XI. **LEASES**

A. Leasing of Units. No Owner may lease, renew a lease or extend a lease of a Unit without the prior written approval of the Association which authority may be delegated to a

of the Declaration for Lago Del Rey Condominium, Inc. 4 and as amended thereafter from time to time.

Article II. **NAME** is amended as follows:

The name by which this Condominium is to be known is LAGO DEL REY CONDOMINIUM, INC. 4.

Article VII. **METHOD OF AMENDMENT OF DECLARATION** is amended as follows:

This Declaration may be amended at any regular or special meeting of the unit owners of this Condominium, called and convened in accordance with the By-laws, by the affirmative vote of members casting not less than a majority of the total vote of the members of the Association.

All Amendments shall be recorded and certified as required by the Condominium Act. No Amendment shall change any Condominium unit's ownership interest in the common elements of the Condominium nor a Condominium unit's proportionate or percentage share of the common expenses and ownership of the common surplus, nor the voting rights appurtenant thereto, nor materially alter or modify the appurtenances to a unit, nor change the configuration or size of any unit in any material fashion unless the record owner(s) thereof and all unit owners of record consent to the Amendment subject, however, where applicable, to the paramount provisions of the last paragraph in this Article VII. No Amendment shall be passed which shall impair or prejudice the rights and priorities of any mortgages, or change the provisions of this Declaration with respect to Institutional Mortgagees, without the written approval of all Institutional Mortgagees of record; nor shall the provisions of Article XII of this Declaration be changed without the written approval of all Institutional Mortgagees of record. Notwithstanding the provisions of this Article VII, the Declaration and Exhibits thereto, where applicable, may be amended for the purposes set forth and pursuant to F.S. 718.110(5), subject only to the unanimous approval of the full Board of Directors.

Notwithstanding the other paragraphs of this Article VII, there shall be automatically incorporated as part of this Declaration and, where applicable, the Exhibits attached thereto including, but not limited to, the Articles of Incorporation of the Condominium Association and the By-Laws of the Condominium Association, any and all provisions which now or hereafter may be required by any agency of the United States government which holds a first mortgage or insures to the holder thereof the payment of same; and the provisions required by any such governmental agency shall supersede any conflicting matters contained within this Declaration and the Exhibits attached thereto.

AMENDMENTS TO
DECLARATION OF CONDOMINIUM
LAGO DEL REY CONDOMINIUM, INC. 4

The Preamble to the **Submission Statement** is amended as follows:

The Corporation whose name appears at the end of this Declaration as "Developer", being the owner of record of the fee simple title to the real property situate, lying and being in Palm Beach County, Florida, as more particularly described and set forth as the Condominium Property in the Survey Exhibits attached hereto as "Exhibit No. 1", which are made a part hereof as though fully set forth herein (together with equipment, furnishings and fixtures therein contained not personally owned by unit owners), hereby states and declares that said realty, together with improvements thereon, is submitted to Condominium ownership, pursuant to the Condominium Act of the State of Florida, F.S. 718 et seq. and as amended hereafter from time to time (hereinafter referred to as the "Condominium Act"), and the provisions of said Act are hereby incorporated by reference and included herein thereby, and does herewith file for record this Declaration of Condominium.

Section G. of **Definitions** is amended as follows:

- G. Condominium Act means and refers to the Condominium Act of the State of Florida (F.S. 718 et seq.) as now in effect and as amended or re-numbered hereafter from time to time.

Section R. of **Definitions** is amended as follows:

- R. Condominium Documents means this Declaration, Articles of Incorporation and the By-Laws, together with all Exhibits annexed thereto, as the same may be amended from time to time. The term, Condominium Documents, may also mean, where applicable, Rules and Regulations, Prospectus or Offering Circular, and the applicable required items under Chapter 718 Florida Statutes, unless the context otherwise requires, and notwithstanding that some or all of said documents or items may or may not be Exhibits to the Declaration of Condominium and/or recorded in the Public Records of the County where in the Condominium is located.

Section S. of **Definitions** is amended as follows:

- S. Unless the context otherwise requires, all other terms used in this Declaration shall be assumed to have the meaning attributed to said term as defined in Florida Statutes, Chapter 718. This Declaration incorporates the Condominium Act and/or Florida Statutes, Chapter 718 as in effect at the time of the first recording



This instrument prepared by:
 James N. Krivok, Esquire
DICKER, KRIVOK & STOLOFF, PA
 1818 Australian Avenue So., Suite 400
 West Palm Beach, Florida 33409
 (561) 615-0123
 Will Call Box #165

CFN 20120039613
 OR BK 24987 PG 1219
 RECORDED 01/31/2012 14:47:28
 Palm Beach County, Florida
 Sharon R. Bock, CLERK & COMPTROLLER
 Pgs 1219 - 1227; (9pgs)

**CERTIFICATE OF AMENDMENTS TO THE
 DECLARATION OF CONDOMINIUM
 FOR LAGO DEL REY CONDOMINIUM, INC. 4**

I HEREBY CERTIFY that the Amendments to the Declaration of Condominium attached as Exhibit "1" to this Certificate was approved by the Board of Directors and by a vote of the members of Lago Del Rey Condominium, Inc. 4 in accordance with the Declaration of Condominium for Lago Del Rey Condominium, Inc. 4. The Declaration of Condominium for Lago Del Rey Condominium, Inc. 4 is recorded in Official Records Book 3025, Page 0074, of the Public Records of Palm Beach County, Florida.

DATED this 6th day of January, 2012.

As to witnesses:

Gloria J. Montgomery

Paula E. Davis

LAGO DEL REY CONDOMINIUM, INC. 4

By: Gary Soule
 Gary Soule, President

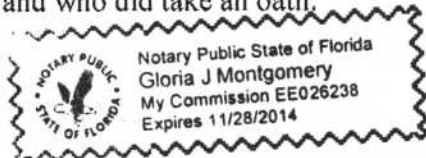
Attest: Betty Jo Wigderson
 Betty Jo Wigderson, Secretary

STATE OF FLORIDA)

COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me this 6 day of January, 2012, by GARY SOULE, as President of **LAGO DEL REY CONDOMINIUM INC. 4**, freely and voluntarily under authority duly vested in them by said corporation. He is personally known to me or has produced SELF as identification and who did take an oath.

[SEAL]



My Commission Expires: 11/28/2014

Gloria J. Montgomery
 NOTARY PUBLIC
 State of Florida at Large

all of the Articles and Sections of these By-Laws, and where applicable, the provisions relating thereto, as set forth in the Declaration of condominium to which these By-Laws are attached, and the Exhibits attached to said Declaration, shall be limited and deemed amended to comply with the applicable provisions of the Florida Statutes as specified in Article IV, Section 12 of these By-Laws, and the terms and provisions of said Article IV, Section 12 of these By-Laws shall be deemed repeated and re-alleged herein. The terms and provisions of Article XVIII, F.M.T. and U of the Declaration of Condominium to which these By-Laws are attached, where applicable, shall be deemed repeated and re-alleged herein as to these By-Laws.

END OF AMENDMENTS

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ARTICLE IX. ACQUISITION OF UNITS and all of its Sections shall be deleted in their entirety. All succeeding Articles shall be re-numbered accordingly.

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

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Section 1. The Board of Directors may from time to time adopt or amend previously adopted administrative Rules and Regulations affecting the operation, use, maintenance, management and control of the units, the common elements of the Condominium(s) 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 and/or copies of same shall be furnished to each unit owner. The Lago Del Rey Pool and Facilities shall be used subject to the Rules and Regulations governing same as provided in Article XVII of the Declaration of Condominium to which these By-Laws are attached.

ARTICLE XVIII. PROVISO, shall be amended as follows:

The terms and provisions of Article X through Article XVII, inclusive, in these By-Laws, shall be limited and deemed amended to comply with the applicable provisions, where such provisions of said Chapter are determined as a matter of law to apply to the terms and provisions of said Article X through Article XVII inclusive, of these By-Laws. The terms and provisions of Article IV, Section 12 of these By-Laws shall be deemed repeated and re-alleged under Article X through Article XVII inclusive, and the Sections thereunder of these By-Laws, just as though they were specifically set forth thereunder. As provided in said Article IV, Section 12 of these By-Laws,

**AMENDMENTS TO
BY-LAWS OF**

LAGO DEL REY CONDOMINIUM, INC. 4

ARTICLE II. MEMBERSHIP AND VOTING PROVISIONS shall be amended as follows:

Section 2. Voting

- (a) The owner(s) of each Condominium unit shall be entitled to the number of votes equal to 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 is not divisible.
- (b) A majority of the votes cast at any meeting of the members at which a quorum is present shall decide any question unless the Declaration of Condominium, By-Laws or Articles of Incorporation of the Association provide otherwise, in which event the voting percentage required in the said Declaration of Condominium, By-Laws or Articles of Incorporation shall control.

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 prior to the call of the meeting at which they are to be used and shall be valid only for the particular meeting designated therein. Where a unit is owned jointly by a husband and wife, a proxy may be signed by either husband or the wife where a third person is designated.

Section 5. Voting Member

If a Condominium unit is owned by a Corporation or other entity, any officer or director thereof is entitled to cast the vote of the unit for the entity. If a Condominium unit is owned jointly by two or more persons, the following three provisions are applicable:

- (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 more than one of the joint owners 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 is present at a meeting, the person present may cast the unit vote just as though he or she owned the unit individually and without establishing the concurrence of the absent person.



This instrument prepared by:
 James N. Krivok, Esquire
DICKER, KRIVOK & STOLOFF, PA
 1818 Australian Avenue So., Suite 400
 West Palm Beach, Florida 33409
 (561) 615-0123
 Will Call Box #165

CFN 20120039612
 OR BK 24987 PG 1214
 RECORDED 01/31/2012 14:47:28
 Palm Beach County, Florida
 Sharon R. Bock, CLERK & COMPTROLLER
 Pgs 1214 - 1218; (5pgs)

CERTIFICATE OF AMENDMENTS TO THE BY-LAWS FOR
LAGO DEL REY CONDOMINIUM, INC. 4

I HEREBY CERTIFY that the Amendments to the By-Laws of Lago Del Rey Condominium, Inc. 4 attached as Exhibit "1" to this Certificate was approved by the Board of Directors and by a vote of the members of Lago Del Rey Condominium, Inc. 4. The original By-Laws are attached as Exhibit "2" to the Declaration of Condominium for Lago Del Rey Condominium, Inc. 4 recorded in Book 3025, Page 0074 of the Official Public Records of Palm Beach County, Florida.

DATED this 6th day of January, 2012.

Witnesses:

Gloria J Montgomery
Paula E Dario

LAGO DEL REY CONDOMINIUM, INC. 4

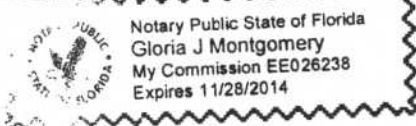
By: Gary Soule
 Gary Soule, President

Attest: Betty Jo Wigderson
 Betty Jo Wigderson, Secretary

STATE OF FLORIDA)

COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me this 6th day of January, 2012, by GARY SOULE, as President of **LAGO DEL REY CONDOMINIUM, INC. 4** freely and voluntarily under authority duly vested in him by said corporation. He is personally known to me or has produced SELF as identification and who did take an oath.



Gloria J Montgomery
NOTARY PUBLIC
 State of Florida at Large.

My Commission Expires: 11/28/2014

DICKER, KRIVOK & STOLOFF, P.A.

ATTORNEYS AT LAW

1818 AUSTRALIAN AVENUE SOUTH
SUITE 400
WEST PALM BEACH, FLORIDA 33409

EDWARD DICKER
JAMES N. KRIVOK
SCOTT A. STOLOFF
LAURIE G. MANOFF
JOHN R. SHEPPARD, JR.

TELEPHONE
(561) 615-0123

FAX
(561) 615-0128

February 15, 2012

JSB Property Management, Inc.
P.O. Box 50373
Lighthouse Point, FL 33074

Attn: Jamie Blum

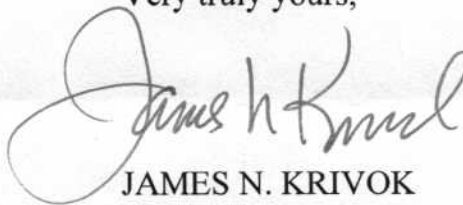
RE: Lago Del Rey Condominium, Inc. 4
Amendments to Declaration and By-Laws

Dear Jamie:

Enclosed are the original recorded Amendments to the Declaration and the By-Laws. Please keep these with the other Association documents.

Should you have any questions, please feel free to contact me.

Very truly yours,



JAMES N. KRIVOK
For the Firm

JNK/bjl
Enclosure