



MEMORANDUM

TO: All Interested Residents of the Fountains

**FROM: Leo Wurtzel
President, F.C.C. Board of Directors**

DATE: August 27, 2002

We have been advised by our attorney, Sachs, Sax & Klein, represented by Larry Glickman, Esq., that any court that voted in favor of mandatory membership can at any time in the future reverse their vote by the same procedure, a vote of the residents of that court that was used to adopt mandatory membership.

PRESIDENT F.C.C.



THE FOUNTAINS COUNTRY CLUB, INC.

MEMORANDUM

DATE: June 2, 2003

TO: The Fountains Of Palm Beach Condominium, Inc. #1 (Gefion Court)
Samuel N. Grundfast, President

FROM: Leo Wurtzel, President
F.C.C. Board of Directors

Please be advised that if The Fountains of Palm Beach Condominium, Inc. #1, (Gefion Court) votes to approve the amendment to its Declaration creating mandatory membership with the Club, then the Court can at any time in the future reverse that vote and repeal the amendment by the same procedure and vote of the residents of the Court that was used to adopt the mandatory membership amendment.

Furthermore, in the event a lawsuit is commenced or claim made against the Court as a result of mandatory membership, then the Club will pay all insurance deductibles, legal fees and damage awards in excess of the Court's Insurance and Umbrella Policy Coverage, provided the lawyers selected have been approved by their insurance company. In the event insurance coverage is denied the Court, then the Club shall indemnify the Court for all its legal fees and damage award.

This indemnification will only be binding on the Fountains Country Club, Inc. if, at the time a claim is made, the F.C.O. and your association maintain and have in force General Liability, Excess Liability and Errors and Omission insurance policies comparable to the policies in force at this time.

Leo Wurtzel
President