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OR BK 22894 PG 1729  
RECORDED 10/07/2008 11:32:26  
Palm Beach County, Florida  
Sharon R. Bock, CLERK & COMPTROLLER  
Pg 1729; (1pg)

This Instrument Prepared By  
And Return To:  
Fountains Condominium Operations, Inc.  
4615B Fountains Drive  
Lake Worth, FL 33467-4133

NOTICE OF INSURANCE DEDUCTIBLE OPT OUT

Notice is hereby given that The Fountains of Palm Beach Condominium, Inc. No. 5 (hereinafter "the Association") did properly notice a special membership meeting held on Tuesday, September 9, 2008, and at said meeting a majority of the total voting interests in the Association voted to:

1. Declare that deductibles for casualty insurance shall **not** be a common expense under Section 718.111(11)(j) and (k) F.S. 2008; and
2. The allocation of responsibility to pay said casualty insurance deductibles shall be as stated in the Association's Declaration of Condominium as recorded in:

Condominium No. 5, D'Este Court, of The Fountains of Palm Beach Condominium according to the Declaration of Condominium thereof, as recorded in Official Record Book 2239, Page 1898, of the Public Records of Palm Beach County, Florida, and all amendments thereto, if any.

THE FOUNTAINS OF PALM BEACH  
CONDOMINIUM, INC. NO. 5  
4615B Fountains Drive, Lake Worth, FL 33467

By: Grace Mehlhorn, as Vice President

STATE OF FLORIDA  
COUNTY OF PALM BEACH

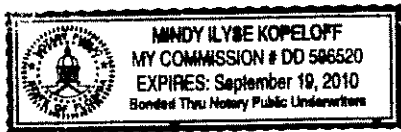
On this 23 day of SEPT., 2008, appeared before me, Grace Mehlhorn, as Secretary of The Fountains of Palm Beach Condominium, Inc. No. 5, a Florida corporation not-for-profit, who is personally known to me, and acknowledged that she executed the foregoing Notice for the purposes therein expressed and did (did not) take an oath.

Witness my hand and seal the day and year last above written.

My Commission Expires:

Mindy Ilyse Kopeloff  
Notary Public

Mindy Ilyse Kopeloff  
Printed Notary Name



### RETROFITTING REPORT FOR CONDOMINIUMS

Name of condominium? D'Este Court

Name of the association? The Fountains of Palm Beach Condominium  
The condominium FCTMH file number?  
Condominium# [ ][ ][ ][ ][ ][ ] INC. No. 5

(Insert one number per block - to be found in the division's annual billing statement)

Condominium Associations are required to report to the Division of Florida Condominiums, Timeshares, and Mobile Homes (FCTMH) certain information regarding the membership vote to waive retrofitting requirements for fire sprinkler systems and handrails and guardrails. See Chapters 2003-14 and 2004-80, Laws of Florida.

Please select the retrofitting information provided in this report (select only one, provide two reports if waiving requirements for both fire sprinkler systems and handrails and guardrails.

fire sprinkler systems

handrails and guardrails

(Mark an "X" in any applicable block and complete all requested information.)

1.  The above-named condominium has voted to waive retrofitting as indicated above (please complete all blanks). The vote to waive retrofitting requirements was conducted:

at a duly-called meeting of the association on \_\_\_\_\_ (fill in date); and/or  
 by execution of written consents.

The specific results of that voting was...

173 The number of unit owners voting to waive the State of Florida requirements.

102 The number of unit owners voting not to waive the State of Florida requirements.

275 The total number of voting interests in the condominium association.

A certificate attesting to this vote is recorded in the County of Palm Beach, Florida.  
Book number 28751 Page number 1467.

2.  The above-named condominium did not waive retrofitting requirements. Commencement of the retrofitting project took place on \_\_\_\_\_ (fill in date).  
The per unit cost of the retrofitting project is: \$ \_\_\_\_\_

3.  The above-named condominium already has fire sprinklers or handrails and guardrails installed pursuant to the requirements and guidelines of Chapter 633, Florida Statutes.

4. Please provide the last date the Association filed its Annual Report with the Office of the Florida Secretary of State: 11/3/16 (fill in date).

Signed and attested to by: [Signature] Corporate Officer  
(Signature)

Roxanne Solomon  
(Print Name)

Vice President 12-23-2016  
(Title) (Date)

Return by mail to:

Department of Business and Professional Regulation  
Division of Florida Condominiums, Timeshares, and Mobile Homes  
1940 North Monroe Street, Tallahassee, Florida 32399-1033  
Attention: RETROFITTING CERTIFICATION

or

FAX this report to 1.850.921.5446

This information is subject to Florida's Public Records Law and will be provided to the Florida Division of State Fire Marshal of the Department of Financial Services.

THE FOUNTAINS OF PALM BEACH CONDOMINIUM NO. 5

124217

I

SUBMISSION STATEMENT

THE ROBINO-LADD COMPANY, a Delaware Corporation, 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. 711 Et Seq. (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.

Definitions:— As used in this Declaration of Condominium and By-Laws and Exhibits attached hereto, and all Amendments thereof, unless the context otherwise requires, the following definitions shall prevail:—

A. Declaration, or Declaration of Condominium, or Enabling Declaration, means this instrument, as it may be from time to time amended.

B. Association, means the Florida non-profit Corporation whose name appears at the end of this Declaration as "Association", said Association being the entity responsible for the operation of the Condominium.

C. By-Laws, means the By-Laws of the Association specified above, as they exist from time to time.

D. Common Elements, means the portions of the Condominium property not included in the Units

E. Limited Common Elements, means and includes those common elements which are reserved for the use of a certain unit or units, to the exclusion of all other units.

F. Condominium, means that form of ownership of Condominium property under which units of improvements are subject to ownership by one or more owners, and there is appurtenant to each unit, as part thereof, an undivided share in the common elements.

G. Condominium Act, means and refers to the Condominium Act of the State of Florida (F.S. 711 Et Seq.).

H. Common Expenses, means the expenses for which the unit owners are liable to the Association.

I. Common Surplus, means the excess of all receipts of the Association from this Condominium, including, but not limited to, assessments, profits and revenues on account of the common elements, over and above the amount of common expenses of this Condominium; however, as provided in the Membership and Use Agreement attached to this Declaration as Exhibit No. 4, there will be no common surplus under said Agreement.

J. Condominium property, means and includes the land in a Condominium, whether or not contiguous, and all improvements thereon, and all easements and rights appurtenant thereto, intended for use in connection with the Condominium.

K. Assessment, means a share of the funds required for the payment of common expenses which, from time to time, are assessed against the unit owner.

L. Condominium Parcel or Parcel, means a unit, together with the undivided share in the common elements which is appurtenant to the unit.

M. Condominium Unit, or Unit, is a Unit as defined in the Condominium Act, referring herein to each of the separate and identified units delineated in the Survey attached to the Declaration as Exhibit No. 1, and when the context permits, the Condominium parcel includes such unit, including its share of the common elements appurtenant thereto. The physical boundaries of each unit are as delineated in the Survey aforescribed, and are as more particularly described in Article III and Article XIX-B of this Declaration. A Condominium unit in this Condominium may be an apartment type unit within an apartment building or a townhouse type unit within a townhouse building. The term "Condominium unit" or "unit" includes both type of the foregoing units.

\* N. Unit Owner, or Owner of a Unit, or Parcel Owner, means the owner of a Condominium parcel.

O. Developer, means the Delaware Corporation whose name appears at the end of this Declaration as "Developer", its successors and assigns.

P. Institutional Mortgagee, means a Bank, Savings and Loan Association, Insurance Company or Union Pension Fund, authorized to do business in the United States of America, an Agency of the United States Government, a real estate or mortgage investment trust, or a lender generally recognized in the community as an Institutional type lender. The mortgage may be placed through a Mortgage or Title Company.

Q. Occupant, means the person or persons, other than the unit owner, in possession of a unit.

R. Condominium Documents, means this Declaration, the By-Laws and all Exhibits annexed hereto, as the same may be amended from time to time.

S. Unless the context otherwise requires, all other terms used in this Declaration shall be assumed to have the meaning attributed to said term by Section 3 of the Condominium Act as of the date of this Declaration.

This Instrument was Prepared By:—  
Abrams, Anton, Robbins, Resnick and Schneider  
P.A. By: Edward S. Resnick, Attorney.  
P.O. Box 650 — Hollywood, Florida 33022

— 1 —

\*See amendment filed 01/05/2004.

OFFICIAL RECORD 2239 PAGE 1898

T. Membership and Use Agreement, means and refers to that certain Agreement attached to this Declaration as Exhibit No. 4 and made a part hereof which provides for the mandatory membership by members of the Association, i.e., unit owners, in and for recreation areas and facilities as set forth in the aforesaid Agreement.

U. Recreation Owner, means the owner of the recreation area(s) and facilities under said Membership and Use Agreement.

V. Management Agreement, means and refers to that certain Agreement attached to this Declaration as Exhibit No. 5 and made a part hereof, which provides for the management of the Condominium property.

\*W. Management Firm, means and refers to the Corporation identified as the Management Firm in the Management Agreement attached to this Declaration as Exhibit No. 5, its successors and assigns. The Management Firm shall be responsible for the management of the Condominium property as provided in said Management Agreement.

(New W. and added paragraph in amendment, filed 01/05/04, attached.)

## II.

### NAME

The name by which this Condominium is to be identified is as specified at the top of Page 1 of this Declaration.

## III.

### IDENTIFICATION OF UNITS

The Condominium property consists essentially of all units in the buildings and other improvements as set forth in Exhibit No. 1 attached hereto and for the purpose of identification, all units in the buildings located on said Condominium property are given identifying numbers and same are delineated on the Survey Exhibits collectively identified as "Exhibit No. 1", hereto attached and made a part of this Declaration. No unit bears the same identifying number as does any other unit. The aforesaid identifying number as to the unit is also the identifying number as to the parcel. The said Exhibit No. 1 also contains a survey of the land, graphic description of the improvements in which the units are located, and a plot plan and, together with this Declaration, they are in sufficient detail to identify the location, dimensions and size of the common elements and of each unit as evidenced by the Certificate of the Registered Land Surveyor hereto attached. The legend and notes contained within the said Exhibit are incorporated herein and made a part hereof by reference. The Term "identifying number" as used herein means numbers together with a street name.

The aforesaid buildings were or will be constructed substantially in accordance with the Plans and Specifications and any modifications thereof on file with the Building and Zoning Department of the applicable governmental authority.

## IV.

### OWNERSHIP OF COMMON ELEMENTS

Each of the unit owners of the Condominium shall own an undivided interest in the common elements and limited common elements, and the undivided interest, stated as percentages of such ownership in the said common elements and limited common elements, is set forth on Exhibit A, which is annexed to this Declaration and made a part hereof.

The fee title to each Condominium parcel shall include both the Condominium unit and the above respective undivided interest in the common elements, said undivided interest in the common elements to be deemed to be conveyed or encumbered with its respective Condominium unit. Any attempt to separate the fee title to a Condominium unit from the undivided interest in the common elements appurtenant to each unit, shall be null and void. The term "common elements", when used throughout this Declaration, shall mean both common elements and limited common elements, unless the context otherwise specifically requires.

## V.

### \* VOTING RIGHTS

There shall be one person with respect to each unit ownership who shall be entitled to vote at any meeting of the Association and such person shall be known (and is hereinafter referred to) as a "Voting Member". If a unit is owned by more than one person, the owners of said unit shall designate one of them as the Voting Member, or in the case of a Corporate unit owner, an officer or employee thereof shall be the Voting Member. The designation of the Voting Member shall be made as provided by and subject to the provisions and restrictions set forth in the By-Laws of the Association.

\* Each owner or group of owners shall be entitled to <sup>one vote per unit,</sup> ~~the number of votes equal to the total of the percentage of ownership in the common elements applicable to his Condominium parcel, as set forth and specified in Exhibit "A" which is annexed to this Declaration and made a part hereof.~~ The vote of a Condominium unit is not divisible.

## VI.

### COMMON EXPENSE AND COMMON SURPLUS

The common expenses of the Condominium, including the obligation of each unit owner under the Membership and Use Agreement and Management Agreement attached to this Declaration, shall be shared by the unit owners, as specified and set forth in Exhibit "A". The foregoing ratio of sharing common expenses and assessments shall remain, regardless of the purchase price of the Condominium parcels, their location, or the building square footage included in each Condominium unit. The foregoing provisions are subject to the paramount provisions applicable thereto as provided in Article XI-B.6(c) hereinafter in this Declaration.

Any common surplus of the Association shall be owned by each of the unit owners in the same proportion as their percentage ownership interest in the common elements — any common surplus being the excess of all receipts of the Association from this Condominium, including but not limited to, assessments, profits and revenues on account of the common elements of this Condominium, over the amount of the common expenses of this Condominium; however, as provided in the Membership and Use Agreement attached to this Declaration as Exhibit No. 4, there will be no common surplus under said Agreement.

VII.

METHOD OF AMENDMENT OF DECLARATION

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 Voting Members casting not less than three-fourths (3/4ths) of the total vote of the members of the Association. (See attached page 3a for amended first paragraph.)

All Amendments shall be recorded and certified as required by the Condominium Act. No Amendment shall change any Condominium parcel, nor a Condominium unit's proportionate share of the common expenses or common surplus, nor the voting rights appurtenant to any unit, unless the record owner(s) thereof, and all record owners of mortgages or other voluntarily placed liens thereon, shall join in the execution of the Amendment. 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.

No Amendment shall change the rights and privileges of the Recreation Owner without the Recreation Owner's written approval. ~~No Amendment shall change the rights and privileges of the Developer without the Developer's written approval, nor the rights and privileges of the Management Firm without the Management Firm's written approval; however, the requirement for the Developer and Management Firm's written approval as herein provided shall terminate as of December 31, 1979, or sooner at the option of the Developer and at the option of the Management Firm.~~

Notwithstanding the foregoing paragraphs of this Article VII, the Developer reserves the right to change the interior design and arrangement of all units, and to alter the boundaries between units, as long as the Developer owns the units so altered; however, no such change shall increase the number of units nor alter the boundaries of the common elements, except the party wall between any Condominium units, without Amendment of this Declaration in the manner hereinbefore set forth. If the Developer shall make any changes in units, as provided in this paragraph, such changes shall be reflected by the Amendment of this Declaration with a Survey attached, reflecting such authorized alteration of units, and said Amendment need only be executed and acknowledged by the Developer and any holders of Institutional Mortgages encumbering the said altered units. The Survey shall be certified in the manner required by the Condominium Act. If more than one unit is concerned, the Developer shall apportion between the units, the shares in the common elements appurtenant to the units concerned, and the voting rights, together with apportioning the common expenses and common surplus of the units concerned, and such shares of common elements, common expenses and common surplus, and the voting rights of the units concerned, shall be duly noted in the Amendment of the Declaration. The sum due under the Membership and Use Agreement shall be apportioned by the Developer with the Recreation Owner's written approval and same shall be reflected in the Amendment to the Declaration. Notwithstanding the foregoing paragraphs of this Article VII, it is understood and agreed that as of the time this Declaration of Condominium is dated and recorded in the Public Records of Palm Beach County, Florida, all of the buildings and units contained in this Condominium and some of the improvements of this Condominium which are part of the common elements, i.e., the swimming pool and pool deck and Pavilion building adjoining said pool, and a certain number of covered parking spaces within the Condominium may not be completed; however, all units and buildings within this Condominium shall be shown and located in Exhibit No. 1 attached hereto, as provided in Article III of this Declaration, and said Exhibit No. 1 shall note thereon which units and buildings are completed as of the date of said Exhibit and which units and buildings are incomplete as of the date of said Exhibit; however, said Exhibit No. 1 shall contain a graphic description of the buildings and units located therein and a Plot Plan and, together with this Declaration, they shall be in sufficient detail to identify the location, dimensions and size of the common elements and of each unit. The Developer shall complete the incomplete building and units within said Condominium within one (1) year from the date of said Declaration, and said Developer shall complete the swimming pool and pool deck and Pavilion Building and such number of covered parking spaces in such location and of such size, dimension and design as the Developer shall determine in its sole discretion within one (1) year from the date of this Declaration and upon completion of any portion of same, the Developer shall file an Amendment of this Declaration with a Survey attached reflecting the final location, dimensions and size of the aforesaid improvements, or any portion thereof, which includes the improvements as aforesaid to the common elements (including limited common elements) and buildings and units therein (which includes the location and size of the completed improvement[s]) and said Survey shall comply with the provisions of Article III of this Declaration and same shall be certified by a Registered Land Surveyor, as required by Florida Statute 711, and said Amendment executed solely by the Developer with said Exhibit attached shall be duly recorded in the Public Records of Palm Beach County, and said Amendment shall be effective as of the date of recording same. The Developer may cause one or more Amendments to be executed and filed of record as provided in this paragraph within the time specified in this paragraph. The provisions of this paragraph are paramount to and supersede the foregoing provisions in the paragraphs above under this Article VII.

VIII.

BY-LAWS

The operation of the Condominium property shall be governed by the By-Laws of the Association which are set forth in a document which is annexed to this Declaration, marked Exhibit No. 2, and made a part hereof.

No modification of or Amendment to the By-Laws of said Association shall be valid unless set forth in or annexed to a duly recorded Amendment to this Declaration. ~~The By-Laws may be amended in the manner provided for therein, but no Amendment to said By-Laws shall be adopted which would affect or impair the validity or priority of any mortgage covering any Condominium Parcel(s), or which would change the provisions of the By-Laws with respect to Institutional Mortgages, without the written approval of all Institutional Mortgagees of record. No Amendment shall change the rights and privileges of the Recreation Owner without the Recreation Owner's written approval. No Amendment shall change the rights and privileges of the Developer without the Developer's written approval, nor the rights and privileges of the Management Firm without the Management Firm's written approval; however, the requirement for the Developer's and Management Firm's written approval as herein provided shall terminate as of December 31, 1979, or sooner at the option of the Developer and Management Firm.~~ Any Amendment to the By-Laws, as provided herein, shall be executed by the parties as required in this Article and in Article VII above, and said Amendment shall be recorded in the Public Records of the County in which this Condominium is located.

\*The By-Laws may be amended in the same manner as Amendments to the Declaration provided in Article VII, (Per Amendment, Filed 3-18-91)  
Other changes are per same amendment, filed 3-18-91.

First paragraph under Article VII, METHOD OF AMENDMENT OF DECLARATION:

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 Voting Members casting not less than three-fourths-(3/4ths)-two-thirds (2/3rds), or a majority if the full Board of Directors has unanimously approved the amendment, of the total vote of the-members-of-the-Association of members of the Association present in person or by proxy at said meeting, provided a quorum is present.

IX.

THE OPERATING ENTITY

The operating entity of the Condominium shall be the Florida non-profit Corporation whose name appears at the end of this Declaration, as "Association", said Association being organized and existing pursuant to the Condominium Act. The said Association shall have all of the powers and duties set forth in the Condominium Act, as well as all of the powers and duties granted to or imposed upon it by this Declaration, the By-Laws of the Association and its Articles of Incorporation, a copy of said Articles of Incorporation being annexed hereto, marked Exhibit No. 3, and made a part hereof, and all of the powers and duties necessary to operate the Condominium, as set forth in this Declaration and the By-Laws, and as they may be amended from time to time.

Every owner of a Condominium Parcel, whether he has acquired his ownership by purchase, by gift, conveyance or transfer by operation of law, or otherwise, shall be bound by the By-Laws and Articles of Incorporation of the said Association, the provisions of this Declaration, the Membership and Use Agreement, and the Management Agreement.

X.

ASSESSMENTS

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 assessments as are specifically provided for in this Declaration and Exhibits attached hereto. 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; however, the portion of the common expenses of the Condominium under the Membership and Use Agreement shall be fixed and determined by the Recreation Owner as provided under said Agreement. The foregoing provisions are subject to the paramount provisions applicable thereto as provided in Article XI-B.6(c) hereinafter in this Declaration.

The common expenses shall be assessed against each Condominium Parcel owner, as provided for in Article VI. of this Declaration.

\* Assessments and installments that are unpaid for over ~~ten (10)~~ <sup>twenty (20)</sup> days after due date shall bear interest at the rate of ~~ten percent (10%)~~ <sup>eighteen percent (18%)</sup> per annum from due date until paid, ~~and at the sole discretion of the Management Firm and/or the Board of Directors, a late charge of Ten Dollars (\$10.00) per assessment and installment shall be due and payable in addition thereto.~~

Regular assessments shall be due and payable monthly on the first (1st) of each month.  
\*See additional paragraphs to this Article on attached page 4a.

The Association and the Management Firm, as long as the Management Agreement remains in effect, shall have a lien on each Condominium Parcel for unpaid assessments, together with interest thereon, against the unit owner of such Condominium Parcel, together with a lien on all tangible personal property located within said unit, except that such lien upon the aforesaid tangible personal property shall be subordinate to prior bona fide liens of record. Reasonable attorneys' fees incurred by the Association and Management Firm incident to the collection of such assessments or the enforcement of such lien, together with all sums advanced and paid by the Association or the Management Firm for taxes and payments on account of superior mortgages, liens or encumbrances which may be required to be advanced by the Association or Management Firm, in order to preserve and protect its lien, shall be payable by the unit owner and secured by such lien. The aforesaid lien shall also include those sums advanced on behalf of a unit owner in payment of his obligation under the Membership and Use Agreement, and Management Firm, for as long as the Management Agreement remains in effect, and the Board of Directors, may take such action as they deem necessary to collect assessments by personal action or by enforcing and foreclosing said lien, and may settle and compromise the same if deemed in their best interests. Said lien shall be effective as and in the manner provided for by the Condominium Act, and shall have the priorities established by said Act. The Management Firm, as long as the Management Agreement remains in effect, and the Association, shall be entitled to bid at any sale held pursuant to a suit to foreclose an assessment lien, and to apply as a cash credit against its bid, all sums due, as provided herein, covered by the lien enforced. In case of such foreclosure, the unit owner shall be required to pay a reasonable rental for the Condominium Parcel for the period of time said parcel is occupied by the unit owner or anyone by, through or under said unit owner, and Plaintiff in such foreclosure shall be entitled to the appointment of a Receiver to collect same from the unit owner and/or occupant.

~~\* 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.~~

Any person who acquires an interest in a unit except through foreclosure of an Institutional First Mortgage of record or by virtue of an Institutional First Mortgagee accepting a Deed to a Condominium Parcel in lieu of foreclosure, as specifically provided hereinabove including, without limitation, persons acquiring title by operation of law, including purchasers at judicial sales, shall not be entitled to occupancy of the unit or enjoyment of the common elements until such time as all unpaid assessments due and owing by the former unit owners have been paid. The Management Firm, as long as the Management Agreement remains in effect, and thereafter, the Association, acting through its Board of Directors, shall have the right to assign its claim and lien rights for the recovery of any unpaid assessments to the Developer, or to any unit owner or group of unit owners, or to any third party.

\* XI.

PROVISIONS RELATING TO SALE OR RENTAL OR  
OTHER ALIENATION OR MORTGAGING OF CONDOMINIUM UNITS

A. SALE OR RENTAL OF UNITS – Association and  
Management Firm to Have First Right of Refusal.

To see new 1st paragraph, see attached amendment, filed 01/05/04.

In the event any unit owner wishes to sell, rent or lease his unit, the Association and Management Firm, as long as the Management Agreement remains in effect, shall have the option to purchase, rent or lease said unit, upon the the same conditions as are offered by the unit owner to a third person. Any attempt to sell, rent or lease said unit without prior offer

\*Amendments attached.

Added to Article X. ASSESSMENTS: (Per Amendment, filed March 18, 1991.)

"Assessments, accrued interest, late fees, and attorney's fees and costs incurred in collection against the condominium parcel. However, in addition to these unpaid assessments, interest and attorney's fees, the Board of Directors of the Association shall have the authority to impose a late fee against any unit owner in arrears on their assessments not to exceed the greater of \$25.00 or 5% of the assessment for each delinquent payment.

"The Association may impose a fine on any unit owner in violation of this Declaration, the By-Laws or rules of the Association, provided such fine shall not exceed ~~\*fifty dollars (\$50.00)~~. Said fine shall not be a lien against the condominium parcel. Prior to the imposition of any such fine, the Board of Directors shall first give not less than a fourteen (14) day notice to the unit owner in violation and shall give said unit owner the opportunity for a hearing before the Board before the imposition of any such fine."

\*one hundred dollars (\$100.00) or the maximum amount as allowed by law.

Amendments attached.



to the Association and Management Firm shall be deemed a breach of this Declaration and shall be wholly null and void, and shall confer no title or interest whatsoever upon the intended purchaser, tenant or lessee. The approval of the Management Firm is required pursuant to Article XIX-A. of this Declaration.

Should a unit owner wish to sell, lease or rent his Condominium Parcel (which means the unit, together with the undivided share of the common elements appurtenant thereto), he shall, before accepting any offer to purchase, sell or lease, or rent, his Condominium Parcel, deliver to the Management Firm and Board of Directors of the Association a written notice containing the terms of the offer he has received or which he wishes to accept, the name and address of the person(s) to whom the proposed sale, lease or transfer is to be made, two (2) bank references and three (3) individual references -- local, if possible, and such other information (to be requested within five (5) days from receipt of such notice) as may be required by the Board of Directors of the Association or the Management Firm. The Board of Directors of the Association, or the Management Firm, is authorized to waive any or all of the references aforementioned.

~~The Board of Directors of the Association and the Management Firm, within ten (10) days after receiving such notice and such supplemental information as is required by the Board of Directors or Management Firm, shall either consent to the transaction specified in said notice, or by written notice to be delivered to the unit owner's unit (or mailed to the place designated by the unit owner in his notice), designate the Association, or the Management Firm may designate itself, or the Association or the Management Firm may designate one or more persons then unit owners or any other person(s) satisfactory to the Board of Directors of the Association and the Management Firm, who is/are willing to purchase, lease or rent, upon the same terms as those specified in the unit owner's notice, or object to the sale, leasing or renting to the prospective purchaser, tenant or lessee, for good cause, which cause need not be set forth in the notice from the Board of Directors and Management Firm, to the unit owner. However, the Association and the Management Firm shall not unreasonably withhold its consent to the prospective sale, rental or lease. \*See additional wording on attached page 5a.~~ <sup>twenty--(20) \*thirty (30)</sup>

The stated designee of the Board of Directors or Management Firm shall have fourteen (14) days from the date of the notice sent by the Board of Directors or Management Firm within which to make a binding offer to buy, lease or rent, upon the same terms and conditions specified in the unit owner's notice. Thereupon, the unit owner shall either accept such offer or withdraw and/or reject the offer specified in his notice to the Board of Directors and Management Firm. Failure of the Board of Directors and Management Firm to designate such person(s), or failure of such person(s) to make such offer within the said fourteen (14) day period, or failure of the Board of Directors and Management Firm to object for good cause, shall be deemed consent by the Board of Directors and Management Firm to the transaction specified in the unit owner's notice, and the unit owner shall be free to make or accept the offer specified in his notice, and sell, lease or rent said interest pursuant thereto, to the prospective purchaser or tenant named therein within ninety (90) days after his notice was given.

<sup>one (1)</sup> ~~The consent of the Board of Directors of the Association and of the Management Firm shall be in recordable form, signed by two (2) 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.~~ <sup>Except Assoc. Amend Rec. 12/28/12</sup>

~~The sub-leasing or sub-renting of a unit owner's interest shall be subject to the same limitations as are applicable to the leasing or renting thereof. The Management Firm, as long as the Management Agreement remains in effect, and thereafter, the Association, shall have the right to require that a substantially uniform form of lease or sub-lease be used, or in the alternative, the Management Firm, as long as the Management Agreement remains in effect, and thereafter, The Board of Directors' approval of the lease or sub-lease form to be used shall be required. After approval, as herein set forth, entire units may be rented provided the occupancy is only by the Lessee, his family and guests. No individual rooms may be rented and no transient tenants may be accommodated. (\*See attached 5a for addition to this paragraph.)~~ <sup>Where a Corporate entity is the owner of a unit, it may designate the occupants of the units as it desires and for such period of time as it desires, without compliance with the provisions of Section A. of this Article XI. The foregoing shall not be deemed an assignment or sub-leasing of a unit, and shall be deemed to be in compliance with the provisions of the first paragraph of Article XIII. of this Declaration. (See additional wording on attached page 5a.)</sup>

~~Where a Corporate entity is the owner of a unit, it may designate the occupants of the units as it desires and for such period of time as it desires, without compliance with the provisions of Section A. of this Article XI. The foregoing shall not be deemed an assignment or sub-leasing of a unit, and shall be deemed to be in compliance with the provisions of the first paragraph of Article XIII. of this Declaration. (See additional wording on attached page 5a.)~~

The Management Firm is not authorized to designate the Association as the purchaser or lessee of a unit, and the Association's right to designate itself as the purchaser or lessee of a unit; or designate a third person to purchase or lease a unit, shall be prior to the right of the Management Firm.

**B. MORTGAGE AND OTHER ALIENATION OF UNITS**

\*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 (2) 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. <sup>one (1)</sup>

2. No judicial sale of a unit, nor any interest therein, shall be valid, unless:--

\* (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 (2) Officers of the Association and an Executive Officer of the Management Firm~~, and delivered to the purchaser; or <sup>one (1)</sup>

(b) The sale is a result of a public sale with open bidding.

3. Any sale, mortgage or lease which is not authorized pursuant to the terms of the Declaration shall be void unless subsequently approved by the Board of Directors of the Association and the Management Firm, as long as the Management Agreement remains in effect, and said approval shall have the same effect as though it had been given and filed of record simultaneously with the instrument it approved.

4. The foregoing provisions of this Article XI. shall not apply to transfers by a unit owner to any member of his immediate family (viz.: -- spouse, children or parents.).

The phrase "sell, rent, or lease", in addition to its general definition, shall be defined as including the transferring of a unit owner's interest by gift, devise or involuntary or judicial sale.

In the event a unit owner dies and his unit is conveyed or bequeathed to some person other than his spouse, children or parents, or if some other person is designated by the decedent's legal representative to receive the ownership of the

\*Amendments attached.

Addition to Article XI, A. Sale Or Rental Of Units (Amendment, filed March 18, 1991), Third Paragraph:

"The Association may charge a fee for reviewing any application for sale, rental or lease not to exceed \$100.00 per application. No approval shall be given for any prospective lease or purchase if the unit owner is in arrears on any assessments."

Addition to Article XI, A. Sale Or Rental Of Units (Amendment, filed March 18, 1991), Sixth Paragraph:

"Provided, however, no lease or sub-lease shall be for a period less than three (3) months, and said unit shall not be leased more than twice in a calendar year. ~~Provided further, however, each owner shall use such apartment as a private dwelling for himself or herself and his or her immediate family, and for no other purpose including business purposes. Therefore, the leasing of apartments to others as a regular practice for business, speculative investment, or other similar purposes is not permitted.~~ Units can only be used as a private dwelling. A business cannot be run from any unit. (see attached amendment dated 4/28/09) *See attached Amendment recorded on 04/09/14.*

Addition to Article XI, A. Sale Or Rental Of Units (Amendment, filed May 18, 1998), Seventh Paragraph:

"Provided, however, no corporation or other business entity (except an Institutional First Mortgagee) may hold title to a unit without first submitting the name and address of the proposed occupants of the unit to the Association for review as provided herein. After title has been acquired said corporation or other business entity may allow new occupants but only after said occupants have been submitted to the Association for approval prior to occupancy."

SEE ATTACHED AMENDMENT, DATED 5/24/2021.

**AMENDMENT TO  
THE DECLARATION OF CONDOMINIUM OF  
THE FOUNTAINS OF PALM BEACH CONDOMINIUM, INC. NO. 5**

The original Declaration of Condominium of The Fountains of Palm Beach Condominium, Inc. No. 5 is recorded in official Records Book 2239 at page 1898 of the Public Records of Palm Beach County, Florida.

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

**DECLARATION OF CONDOMINIUM**

**Article XI, Paragraph A, of the Declaration is proposed to be amended by adding a new paragraph as follows:**

No more than 15% (42 units) of the total Units within the Condominium may be rented at any one time. If a prospective lease will cause the total number of rentals to exceed 15% (42 units) of the total number of Units in the Condominium, the prospective lease will not be approved. As of the effective date of this amendment all present rentals shall be grandfathered. If the total number of rentals as of the effective date of this amendment exceed 15% (42 Units) of the total number of Units in the Condominium, then no new rentals will be permitted until the total number of rentals falls below 15% (42 Units). However, the following exception to this restriction shall be permitted even though such rental causes the total number of Units rented to exceed 15% (42 Units) of the total number of Units:

1. The Association shall be permitted to rent a unit it acquires as a result of a foreclosure sale of its lien foreclosure action or by deed in lieu of foreclosure.

WE HEREBY CERTIFY that the above Amendment to the Declaration of Condominium was approved by the Board of Directors and by not less than 66 2/3% votes (or by not less than 51 % of the membership if the full Board of Directors unanimously approved this amendment) of the membership present in person or by proxy (members entitled to vote) with a quorum present at the Special Unit Owners Meeting held on May 17, 2021 at 6:30 P.M via Zoom.

THE FOUNTAINS OF PALM BEACH CONDOMINIUM, INC. NO. 5

By: [Signature]  
Shanella Brooks, President

Attest: [Signature]  
Antoinette Hernandez, Vice-President

STATE OF FLORIDA, COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 21<sup>st</sup> day of May, 2021 by Shanella Brooks and Antoinette Hernandez as President and Vice-President, respectively, of The Fountains of Palm Beach Condominium, Inc. No. 5, a Florida corporation not-for-profit, who are personally known to me, and acknowledge that they executed the foregoing Notice for the purposes therein expressed and did (did not) take an oath.

Witness my hand and seal the day and year last above written.

My Commission Expires: 6/6/2024

[Signature]  
Notary Public



LISA M. SCRANTON  
Commission # HH 003097  
Expires June 6, 2024  
Bonded Thru Budget Notary Services

Lisa M. Scranton  
Printed Notary Name

Mail to:  
Fountains Condominium Operations, Inc.  
4615 Fountains Drive, Suite B  
Lake Worth, FL 33467

CFN 20130226748  
OR BK 26035 PG 0181 3R  
RECORDED 05/21/2013 14:06:18  
Palm Beach County, Florida  
Sharon R. Bock, CLERK & COMPTROLLER  
Pg 0181; (1pg)

**AMENDMENT TO THE  
DECLARATION OF CONDOMINIUM OF  
THE FOUNTAINS OF PALM BEACH CONDOMINIUM NO. 5**

D'Este Court as recorded in Official Record Book 2239, Page 1898  
Public Records of Palm Beach County, Florida

As used herein (unless substantially reworded), the following shall apply:

- A. Words in the text which are ~~stricken~~ indicate deletions from the present text.
- B. Words in the text which are underlined indicate additions to the present text.
- C. Whenever an ellipsis (...) appears in the text, this indicates that this portion of the present text remains intact to the point where the next typewritten material appears.

New language is underlined; deleted language is ~~struck-through~~.

DECLARATION OF CONDOMINIUM

**Article XI. PROVISIONS RELATING TO SALE OR RENTAL OR OTHER ALIENATION OR MORTGAGING OF CONDOMINIUM UNITS: A. Sale or Rental of Units.**

...  
Upon leasing a Unit, the lessee shall have a credit rating score of 700 or higher. Upon purchasing a Unit, the purchaser shall have a credit rating score of 700 or higher at the time the Unit is purchased. Failure of a lessee or purchaser to have the required credit rating score at the time of entering into the lease or at the time of purchase of the Unit, shall be grounds for the Association to disapprove the lease or sale of the Unit.

See attached Amendment, dated 2-9-2021

WE HEREBY CERTIFY that the above Amendment to the Declaration of Condominium was approved by the Board of Directors and by not less than 66 2/3% votes of the membership present in person or by proxy (members entitled to vote) with a quorum present at a Special Unit Owner Meeting held on April 25, 2013, at 4:00 PM in Fountains Hall.

THE FOUNTAINS OF PALM BEACH  
CONDOMINIUM, INC. NO. 5

By: *Marvin Skudin*  
Marvin Skudin, President  
D'Este Court

Attest: *Grace Mehlhorn*  
Grace Mehlhorn, Secretary  
D'Este Court

STATE OF FLORIDA )  
COUNTY OF PALM BEACH)

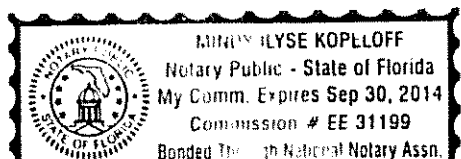
On this 26<sup>th</sup> day of April, 2013, appeared before me, Marvin Skudin and Grace Mehlhorn, as President and Secretary, respectively, of The Fountains of Palm Beach Condominium, Inc. No. 5, a Florida corporation not-for-profit, who are personally known to me, and acknowledge that they executed the foregoing Notice for the purposes therein expressed and did (did not) take an oath.

Witness my hand and seal the day and year last above written.

My Commission Expires:

*Mindy Ellyse Kopeloff*  
Notary Public

*Mindy Ellyse Kopeloff*  
Printed Notary Name



This Instrument prepared by:  
Rod Tennyson Esq.  
PO Box 3858  
Lantana FL 33465-3858

CFN 20210061790  
OR BK 32180 PG 0990  
RECORDED 02/09/2021 11:21:18  
Palm Beach County, Florida  
Joseph Abruzzo, Clerk  
Pg 0990 (1pg)

**AMENDMENT  
TO THE DECLARATION OF  
CONDOMINIUM for**

**The Fountains of Palm Beach Condominium No. 5**

D'este Court as recorded in Official Record Book 2239, Page 1898  
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.
- C. Whenever an ellipsis (. . .) appears in the text, this indicates that this portion of the present text remains intact to the point where the next typewritten material appears.

**Previous Amendments to Article XI**

ORB 26035 P 181                      5/21/2013 (credit score screening fee)

**Article XI** of said Declaration entitled Provisions Relating to Sale or Rental or other Alienation or Mortgaging of Condominium Units is amended as follows:

**A. SALE OR RENTAL OF UNITS**

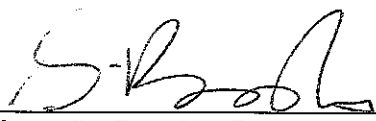
.....

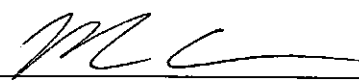
Upon leasing a Unit, the lessee shall submit to the Association have a credit rating report with credit score, score of 700 or higher. Upon purchasing a Unit, the purchaser shall submit to the Association a credit rating report with credit score, have with a credit rating score of 700 or higher at the time the Unit is purchased. Failure of a ~~lessee or purchaser~~ to have the required credit rating score at the time of ~~entering into the lease or at the time of purchase~~ of the Unit, shall be grounds for the Association to disapprove the ~~lease or sale~~ of the Unit.

.....

WE HEREBY CERTIFY that the above Amendment was approved by the Board of Directors and by not less than 66 2/3% vote of the membership present in person or by proxy (members entitled to vote) with quorum present at a special Unit Owner meeting held on January 28, 2021.

**The Fountains of Palm Beach Condominium Inc. No. 5**

By:   
Shanella Brooks, President

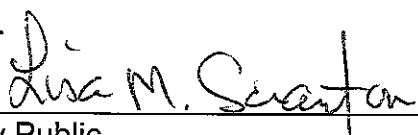
Attest:   
Matthew Ciago, Secretary

STATE OF FLORIDA, COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 4<sup>th</sup> day of February 2021 by Shanella Brooks and Matthew Ciago as President and Secretary, respectively, of **The Fountains of Palm Beach Condominium Inc. No. 5** a Florida not-for-profit corporation, who are personally known to me and [] did or [ ] did not take an oath.

Witness my hand and seal the day and year last above written.

My Commission Expires: June 6, 2024

  
Notary Public



LISA M. SCRANTON  
Commission # HH 003097  
Expires June 6, 2024  
Bonded Thru Budget Notary Services

Lisa M. Scranton  
Printed Notary Name

Condominium unit, or if, under the laws of descent and distribution of the State of Florida, the Condominium unit descends to some person or persons other than the decedent's spouse, children or parents, the Board of Directors of the Association or the Management Firm may, within thirty (30) days of proper evidence or rightful designation served upon the President or any other Officer of the Association and the Management Firm, or within thirty (30) days from the date the Association and Management Firm is placed on actual notice of the said devisee or descendant, express its refusal or acceptance of the individual or individuals so designated as the owner of the Condominium Parcel.

If the Board of Directors of the Association and Management Firm shall consent, ownership of the Condominium Parcel may be transferred to the person or persons so designated who shall, thereupon, become the owner(s) of the Condominium Parcel, subject to the provisions of the Enabling Declaration and the Exhibits attached thereto.

If, however, the Board of Directors of the Association or the Management Firm shall refuse to consent, then the members of the Association or the Management Firm shall be given an opportunity during thirty (30) days next after said last above mentioned thirty (30) days, within which to purchase or to furnish a purchaser for cash, the said Condominium Parcel, at the then fair market value thereof. Should the parties fail to agree on the value of such Condominium Parcel, the same shall be determined by an Appraiser appointed by the Senior Judge of the Circuit Court in and for the area wherein the Condominium is located, upon ten (10) days' notice, on the petition of any party in interest. The expense of appraisal shall be paid by the said designated person or persons, or the legal representative of the deceased owner, out of the amount realized from the sale of such Condominium Parcel. In the event the members of the Association, or the Management Firm, do not exercise the privilege of purchasing or furnishing a purchaser for said Condominium Parcel within such period and upon such terms, the person or persons so designated may then, and only in such event, take title to the Condominium Parcel; or, such person or persons, or the legal representative of the deceased owner may sell the said Condominium Parcel, and such sale shall be subject in all other respects to the provisions of this Enabling Declaration and Exhibits attached hereto.

5. The liability of the unit owner under these covenants shall continue, notwithstanding the fact that he may have leased, rented or sub-let said interest as provided herein. Every purchaser, tenant or lessee, shall take subject to this Declaration, the By-Laws and Articles of Incorporation of the Association, the Membership and Use Agreement, and the Management Agreement, as well as the provisions of the Condominium Act.

\* 6. Special Provisions re Sale, Leasing, Mortgaging or Other Alienation by Certain Mortgagees and Developer and the Management Firm and Recreation Owner under the Membership and Use Agreement.

~~\*(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., No.'s 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.~~

~~\* (b) The provisions of Sections A. and B., No.'s 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. \*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.~~

## INSURANCE PROVISIONS

### A. LIABILITY INSURANCE:-

The Management Firm, as long as the Management Agreement remains in effect and, thereafter, the Board of Directors of the Association, shall obtain Public Liability and Property Damage Insurance covering all of the common elements of the Condominium and insuring the Association, the unit owners and the Management Firm as long as the Management Agreement remains in effect, as its and their interests appear, in such amounts and providing such coverage as the Board of Directors of the Association may determine from time to time, provided that the minimum amount of coverage shall be \$100,000/\$300,000/\$10,000. Premiums for the payment of such Insurance shall be paid by the Management Firm, as long as the Management Agreement remains in effect, and, thereafter, by the Board of Directors of the Association, and such premiums shall be charged as a common expense.

### B. CASUALTY INSURANCE:-

1. Purchase of Insurance: - The Management Firm, as long as the Management Agreement remains in effect and, thereafter, the Association, shall obtain Fire and Extended Coverage Insurance and Vandalism and Malicious Mischief Insurance, insuring all of the insurable improvements within the Condominium (including the units and the fixtures and other equipment initially installed by the Developer, but not including personal property supplied or installed by unit owners or others, nor the carpeting in the units nor, where applicable, the screening on any portion of a unit or on a limited common

element which is reserved for the exclusive use of a certain unit), and all personal property owned by the Association, or included in the common elements, in and for the interests of the Association, all unit owners and their mortgagees, as their interests may appear, in a company acceptable to the standards set by the Board of Directors of the Association, in an amount equal to the maximum insurable replacement value of the improvements without deduction for depreciation but exclusive of excavation and foundation costs and in an amount equal to the value of the personal property owned by the Association or included in the common elements, as determined annually by the Board of Directors of the Association. The premiums for such coverage and other expenses in connection with said insurance shall be paid by the Management Firm, as long as the Management Agreement remains in effect and, thereafter, by the Association, and shall be charged as a common expense. The Insurance Carrier(s) must be good and responsible Companies authorized to do business in the State of Florida.

The Institutional First Mortgagee owning and holding the first recorded mortgage encumbering a Condominium unit shall have the right, for so long as it owns and holds any mortgage encumbering a Condominium unit, to approve the Policies and the Company or Companies who are the Insurers, and the amount thereof, and the further right to designate and appoint the Insurance Trustee. At such times as the aforesaid Institutional First Mortgagee is not the holder of a mortgage on a unit, then these rights of approval and designation shall pass to the Institutional First Mortgagee having the highest dollar indebtedness on units in the Condominium property, and in the absence of the action of said Mortgagee, then the Association shall have said right without qualification.

2. Loss Payable Provisions – Insurance Trustee: – All policies purchased by the Management Firm and, thereafter, by the Association, shall be for the benefit of the Association, and all unit owners, and their mortgagees, as their interests may appear. However, the Insurance Trustee shall be the named Insured, and it shall not be necessary to name the Association or the unit owners; however, Mortgage Endorsements shall be issued. Such Policies shall be deposited with the Insurance Trustee (as hereinafter defined), who must first acknowledge that the Policies and any proceeds thereof will be held in accordance with the terms hereof. Said Policies shall provide that all insurance proceeds payable on account of loss or damage shall be payable to the Insurance Trustee, which may be any Bank in Florida with trust powers as may be designated by the Board of Directors of the Association, which Trustee is herein referred to as the "Insurance Trustee" subject; however, to the paramount right of the Institutional Mortgagee specified in the preceding paragraph to designate and appoint the Insurance Trustee. The Insurance Trustee shall not be liable for the payment of premiums nor for the renewal or the sufficiency of Policies, nor for the failure to collect any insurance proceeds, nor for the form or content of the Policies. The sole duty of the Insurance Trustee shall be to receive such proceeds as are paid and hold the same in trust for the purposes elsewhere stated herein, and for the benefit of the Association and the unit owners and their respective mortgagees, in the following shares, but such shares need not be set forth upon the records of the Insurance Trustee:

(a) Common Elements: – Proceeds on account of damage to common elements – an undivided share for each unit owner, such share being the same as the undivided share in the common elements appurtenant to his unit.

(b) Condominium Units: – Proceeds on account of Condominium units shall be in the following undivided shares: –

(i) Partial Destruction – when units are to be repaired and restored – for the owners of the damaged units, in proportion to the cost of repairing the damage suffered by each unit owner.

(ii) Total Destruction of Condominium improvements, or where "very substantial" damage occurs and the Condominium improvements are not to be restored, as provided hereinafter in this Article – for the owners of all Condominium units – each owner's share being in proportion to his share in the common elements appurtenant to his Condominium unit.

(c) Mortgagees: – In the event a Mortgagee Endorsement has been issued as to a unit, the share of the unit owner shall be held in trust for the mortgagee and the unit owners as their interests may appear, provided, however, that no mortgagee shall have any right to determine or participate in the determination as to whether or not any damaged property shall be reconstructed or repaired.

3. Distribution of Proceeds: – Proceeds of Insurance Policies received by the Insurance Trustee shall be distributed to or for the benefit of the beneficial owners, and expended or disbursed after first paying or making provision for the payment of the expenses of the Insurance Trustee in the following manner: –

(a) Reconstruction or Repair: – If the damage for which the proceeds were paid is to be repaired and restored, the remaining proceeds shall be paid to defray the cost thereof, as elsewhere provided. Any proceeds remaining after defraying such costs shall be distributed to the beneficial owners – all remittance to unit owners and their mortgagees being payable jointly to them. This is a covenant for the benefit of any mortgagee of a unit and may be enforced by said mortgagee. Said remittances shall be made solely to an Institutional First Mortgagee when requested by such Institutional First Mortgagee whose mortgage provides that it has the right to require application of the insurance proceeds to the payment or reduction of its mortgage debt.

(b) Failure to Reconstruct or Repair: – If it is determined in the manner elsewhere provided that the damage for which the proceeds are paid shall not be repaired and restored, the proceeds shall be disbursed to the beneficial owners: remittances to unit owners and their mortgagees being payable jointly to them. This is a covenant for the benefit of any mortgagee of a unit and may be enforced by such mortgagee. Said remittances shall be made solely to an Institutional First Mortgagee when requested by such Institutional First Mortgagee whose mortgage provides that it has the right to require application of the insurance proceeds to the payment of its mortgage debt. In the event of loss or damage to personal property belonging to the Association, and should the Board of Directors of the Association determine not to replace such personal property as may be lost or damaged, the proceeds shall be disbursed to the beneficial owners as surplus, in the manner elsewhere stated herein.

(c) Certificate: – In making distribution to unit owners and their mortgagees, the Insurance Trustee may rely upon a Certificate of the Management Firm, as long as the Management Agreement remains in effect, and thereafter, the Association, as to the names of the unit owners and their respective shares of the distribution, approved in writing by an Attorney authorized to practise law in the State of Florida, a Title Insurance Company or Abstract Company authorized to do business in the State of Florida. Upon request of the Insurance Trustee, the Management Firm, and thereafter, the Association, forthwith shall deliver such Certificate.

4. Loss Within a Single Unit: – If loss shall occur within a single unit or units, without damage to the common elements and/or the party wall between units, the provisions of Article XII-B.5. below shall apply.

5. Loss Less Than "Very Substantial": – Where a loss or damage occurs within a unit or units, or to the common elements, or to any unit or units and the common elements, but said loss is less than "very substantial", (as hereinafter defined), it shall be obligatory upon the Association and the unit owner(s) to repair, restore and rebuild the damage caused by said loss. Where such loss or damage is less than "very substantial": –

(a) The Management Firm, as long as the Management Agreement remains in effect, and thereafter, the Association, shall promptly obtain reliable and detailed estimates of the cost of repairing and restoration.

(b) If the damage or loss is limited to the common elements, with no, or minimum damage or loss to any individual units, and if such damage or loss to the common elements is less than Three Thousand Dollars (\$3,000.00), the insurance proceeds shall be endorsed by the Insurance Trustee over to the Management Firm, as long as the Management Agreement remains in effect, and thereafter, to the Association, and the Management Firm, and thereafter the Association, shall promptly contract for the repair and restoration of the damage.

(c) If the damage or loss involves individual units encumbered by Institutional First Mortgages, as well as the common elements, or if the damage is limited to the common elements alone, but it is in excess of Three Thousand Dollars (\$3,000.00), the insurance proceeds shall be disbursed by the Insurance Trustee for the repair and restoration of the property upon the written direction and approval of the Management Firm, as long as the Management Agreement remains in effect, and thereafter, the Association provided; however, that upon the request of an Institutional First Mortgagee, the written approval shall also be required of the Institutional First Mortgagee owning and holding the first recorded mortgage encumbering a Condominium unit, so long as it owns and holds any mortgage encumbering a Condominium unit. At such time as the aforesaid Institutional First Mortgagee is not the holder of a mortgage on a unit, then this right of approval and designation shall pass to the Institutional First Mortgagee having the highest dollar indebtedness on units in the Condominium property. Should written approval be required, as aforesaid, it shall be said Mortgagee's duty to give written notice thereof to the Insurance Trustee. The Insurance Trustee may reply upon the Certificate of the Management Firm, as long as the Management Agreement remains in effect, and thereafter, the Association, and the aforesaid Institutional First Mortgagee's written approval, if said Institutional First Mortgagee's approval is required, as to the payee and the amount to be paid from said proceeds. All payees shall deliver paid bills and waivers of mechanic's liens to the Insurance Trustee, and execute any Affidavit required by law or by the Management Firm, as long as the Management Agreement remains in effect, and thereafter, the Association, the aforesaid Institutional First Mortgagee and the Insurance Trustee, and deliver same to the Insurance Trustee. In addition to the foregoing, the Institutional First Mortgagee whose approval may be required, as aforesaid, shall have the right to require the Management Firm, and thereafter, the Association, to obtain a Completion, Performance and Payment Bond, in such form and amount, and with a Bonding Company authorized to do business in the State of Florida, as are acceptable to the said Mortgagee.

(d) Subject to the foregoing, the Management Firm, as long as the Management Agreement remains in effect, and thereafter, the Board of Directors of the Association, shall have the right and obligation to negotiate and contract for the repair and restoration of the premises.

(e) If the net proceeds of the insurance are insufficient to pay for the estimated cost of restoration and repair (or for the actual cost thereof if the work has actually been done), the Management Firm, as long as the Management Agreement remains in effect, and thereafter, the Association shall promptly, upon determination of the deficiency, levy a special assessment against all unit owners in proportion to the unit owner's share in the common elements, for that portion of the deficiency as is attributable to the cost of restoration of the common elements, and against the individual owners for that portion of the deficiency as is attributable to his individual unit; provided, however, that if the Management Firm, as long as the Management Agreement remains in effect, and thereafter, the Board of Directors of the Association, finds that it cannot determine with reasonable certainty the portion of the deficiency attributable to a specific individual damaged unit(s), then the Management Firm, as long as the Management Agreement remains in effect, acting on behalf of the Board of Directors, and thereafter the Board of Directors of the Association, shall levy an assessment for the total deficiency against all of the unit owners in proportion to the unit owners' share in the common elements, just as though all of said damage had occurred in the common elements. The special assessment funds shall be delivered by the Management Firm, and thereafter, the Association, to the Insurance Trustee, and added by said Insurance Trustee to the proceeds available for the repair and restoration of the property.

(f) In the event the insurance proceeds are sufficient to pay for the cost of restoration and repair, or in the event the insurance proceeds are insufficient but additional funds are raised by special assessment within ninety (90) days after the casualty, so that sufficient funds are on hand to fully pay for such restoration and repair, then no mortgagee shall have the right to require the application of insurance proceeds to the payment of its loan, provided, however, that this provisions may be waived by the Board of Directors and the Management Firm, as long as the Management Agreement remains in effect, in favor of any Institutional First Mortgagee, upon request therefor, at any time. To the extent that any insurance proceeds are required to be paid over to such Mortgagee, the unit owner shall be obliged to replenish the funds so paid over, and said unit owner and his unit shall be subject to special assessment for such sum.

6. "Very Substantial" Damage: - As used in this Declaration, or any other context dealing with this Condominium, the term "very substantial" damage shall mean loss or damage whereby three-fourths (3/4ths) or more of the total unit space in the Condominium is rendered untenable, or loss or damage whereby seventy-five (75%) percent or more of the total amount of insurance coverage (placed as per Article XII-B.1.) becomes payable. Should such "very substantial" damage occur, then:-

(a) The Management Firm, as long as the Management Agreement remains in effect, acting on behalf of the Board of Directors of the Association and thereafter, the Association, shall promptly obtain reliable and detailed estimates of the cost of repair and restoration thereof.

(b) The provisions of Article XII-B.5.(f) shall not be applicable to any Institutional First Mortgagee who shall have the right, if its mortgage so provides, to require application of the insurance proceeds to the payment or reduction of its mortgage debt. The Management Firm, as long as the Management Agreement remains in effect, and thereafter, the Board of Directors of the Association, shall ascertain as promptly as possible, the net amount of insurance proceeds available for restoration and repair.

(c) Thereupon, a membership meeting shall be called by the Management Firm, or by the Board of Directors of the Association, to be held not later than sixty (60) days after the casualty, to determine the wishes of the membership with reference to the termination of the Condominium, subject to the following:-

(i) If the net insurance proceeds available for restoration and repair, together with the funds advanced by unit owners to replace insurance proceeds paid over to Institutional First Mortgagees, are sufficient to cover the cost thereof, so that no special assessment is required, then the Condominium property shall be restored and repaired unless two-thirds (2/3rds) of the total votes of the members of the Association shall vote to terminate this Condominium, in which case the Condominium property shall be removed from the provisions of the law by the recording of an instrument terminating this Condominium in the Public Records of the County in which this Condominium is located, which said instrument shall further set forth the facts effecting the termination, certified by the Association and executed by its President and Secretary. The termination of the Condominium shall become effective upon the recording of said instrument, and the unit owners shall, thereupon, become owners as tenants in common in the property - i.e., the real, personal, tangible and intangible personal property, and any remaining structures of the Condominium, and their undivided interests in the property shall be the same as their undivided interests in the common elements of this Condominium prior to its termination, and the mortgages and



liens upon Condominium parcels shall become mortgages and liens upon the undivided interests of such tenants in common, with the same priority as existed prior to the termination of the Condominium.

(ii) If the net insurance proceeds available for restoration and repair, together with funds advanced by unit owners to replace insurance proceeds paid over to Institutional First Mortgagees, are not sufficient to cover the costs thereof, so that a special assessment will be required, and if a majority of the total votes of the members of the Association shall vote against such special assessment and to terminate this Condominium, then it shall be so terminated and the Condominium property removed from the provisions of the law as set forth in Paragraph 6.(c)(i) above, and the unit owners shall be tenants in common in the property in such undivided interests — and all mortgages and liens upon the Condominium parcels shall encumber the undivided interests of such tenants in common, as is provided in said Paragraph 6.(c)(i) above. In the event a majority of the total votes of the members of the Association vote in favor of special assessments, the Management Firm, as long as the Management Agreement remains in effect, acting on behalf of the Association, and thereafter the Association, shall immediately levy such assessment and, thereupon, the Management Firm, as long as the Management Agreement remains in effect and thereafter, the Association, shall proceed to negotiate and contract for such repairs and restoration, subject to the provisions of Paragraph 5.(c) and (d) above. The special assessment funds shall be delivered by the Management Firm, and thereafter by the Association, to the Insurance Trustee and added by said Trustee to the proceeds available for the restoration and repair of the property. The proceeds shall be disbursed by the Insurance Trustee for the repair and restoration of the property, as provided in Paragraph 5.(c) above. To the extent that any insurance proceeds are paid over to such Mortgagee, and in the event it is determined not to terminate the Condominium and to vote a special assessment, the unit owner shall be obliged to replenish the funds so paid over to his Mortgagee, and said unit owner and his unit shall be subject to special assessment for such sum.

(d) In the event any dispute shall arise as to whether or not "very substantial" damage has occurred, it is agreed that such a finding made by the Management Firm, as long as the Management Agreement remains in effect, and thereafter, by the Board of Directors of the Association, shall be binding upon all unit owners.

7. Surplus: — It shall be presumed that the first monies disbursed in payment of costs of repair and restoration shall be from the Insurance proceeds; and if there is a balance in the funds held by the Insurance Trustee after the payment of all costs of the repair and restoration, such balance shall be distributed to the beneficial owners of the fund in the manner elsewhere provided herein.

8. Certificate: — The Insurance Trustee may rely upon a Certificate of the Management Firm, as long as the Management Agreement remains in effect, and thereafter, of the Association, certifying as to whether or not the damaged property is to be repaired and restored. Upon request of the Insurance Trustee, the Management Firm, and thereafter, the Association, shall forthwith deliver such Certificate.

9. Plans and Specification: — Any repair and restoration must be substantially in accordance with the Plans and Specifications for the original building, or as the building was last constructed, or according to the plans approved by the Management Firm and the Board of Directors of the Association, which approval shall not be unreasonably withheld. If any material or substantial change is contemplated, the approval of all Institutional First Mortgagees shall also be required.

10. Association's Power to Compromise Claim: — The Association is hereby irrevocably appointed Agent for each unit owner, for the purpose of compromising and settling claims arising under Insurance Policies purchased by the Management Firm, and thereafter, by the Association, and to execute and deliver Releases therefor, upon the payment of claims.

11. Institutional Mortgagee's Right to Advance Premiums: — Should the Association fail to pay such premiums when due, or should the Association fail to comply with other insurance requirements of the institutional mortgagee holding the greatest dollar volume of unit mortgages, said institutional mortgagee(s) shall have the right, at its option, to order insurance policies and to advance such sums as are required to maintain or procure such insurance, and to the extent of the money so advanced, said mortgagee shall be subrogated to the assessment and lien rights of the Association as against the individual unit owners for the payment of such item of common expense.

C. WORKMEN'S COMPENSATION POLICY — to meet the requirements of law.

D. Such other insurance as the Board of Directors of the Association shall determine from time to time to be desirable.

E. Each individual unit owner shall be responsible for purchasing, at his own expense, liability insurance to cover accidents occurring within his own unit, and for purchasing insurance upon his own personal property.

F. If available, and where applicable, the Management Firm, and thereafter, the Association, shall endeavor to obtain policies which provide that the Insurer waives its right of subrogation as to any claims against unit owners, the Association, their respective servants, agents and guests, and the Management Firm. Insurance Companies authorized to do business in the State of Florida shall be affirmatively presumed to be good and responsible companies and the Management Firm and Board of Directors of the Association shall not be responsible for the quality or financial responsibility of the Insurance Companies provided same are licensed to do business in the State of Florida.

### XIII.

#### \*USE AND OCCUPANCY

The owner of a unit shall occupy and use his unit as a single family private dwelling, for himself and the members of his family and his social guests, and for no other purpose. \*See additional wording on attached page 9a.

The unit owner shall not permit or suffer anything to be done or kept in his unit which will increase the rate of insurance in the Condominium property, or which will obstruct or interfere with the rights of other unit owners, or annoy them by unreasonable noises, or otherwise, nor shall the unit owners commit or permit any nuisance, immoral or illegal acts in or about the Condominium property.

No animals or pets of any kind shall be kept in any unit or on any property of the Condominium, ~~except with the written consent of and subject to the Rules and Regulations adopted by the Management Firm for the keeping of said pets, as long as the Management Agreement remains in effect, and thereafter the Board of Directors; provided that they are not kept, bred or maintained for any commercial purposes and further provided that such house pets 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 Management Firm or the Board of Directors of the Association. Once permission is granted, as provided in this paragraph, it may not be withdrawn or terminated unless such house pet has caused or created a nuisance or unreasonable disturbance as provided in this paragraph. Pets shall not be permitted upon the recreation facilities within the~~ \*See additional wording on attached page 9a.

Additional wording to first paragraph under Article XIII, USE AND OCCUPANCY (Amendment, filed April 4, 1991):

“No unit shall be used as permanent occupancy for more than two (2) persons per bedroom (i.e., maximum of two (2) persons permanent occupancy for one-bedroom; maximum four (4) persons permanent occupancy for two-bedrooms; and maximum six (6) persons permanent occupancy for three-bedroom condominium unit).”

~~\*Additional wording to first paragraph under Article XIII, USE AND OCCUPANCY (Amendment, filed May 29, 2001):~~

~~“In recognition of the Fair Housing Act and any amendments thereto, it is the intent of this qualifying Condominium Association to comply with the following subdivision provisions:”~~

~~1. That occupancy of a unit must be by at least one (1) person 55 years of age or older per unit, except for the following exceptions:~~

- ~~a. Heirs of a deceased unit owner.~~
- ~~b. Surviving younger spouse and/or companion.~~
- ~~c. A ‘forced’ guardianship or foster parent.”~~

Additional wording to third paragraph under Article XIII, USE AND OCCUPANCY (Amendment, filed April 4, 1991):

“Provided, however, specially trained dogs for legally handicapped owners or occupants of the condominium shall be allowed to reside in the condominium unit and use condominium common areas.”

\*Status removed per attached amendment.

Condominium unless a portion thereof is designated as the area for pets to relieve themselves. Pets shall not be permitted upon the recreation area(s) and facilities under the Membership and Use Agreement.

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 building(s); nor shall they place any furniture or equipment outside their unit except with the prior written consent of the Management Firm, as long as the Management Agreement remains in effect, and thereafter, of the Board of Directors, and further, when approved, subject to the Rules and Regulations adopted by the Management Firm or Board of Directors. No clothes line or similar device shall be allowed on any portion of the Condominium property, nor shall clothes be hung anywhere except where designated by the Management Firm, as long as the Management Agreement remains in effect, and thereafter, by the Board of Directors of the Association.

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 Management Firm, as long as the Management Agreement remains in effect, and thereafter, by the Association. The Rules and Regulations pertaining to the recreation area(s) and facilities under the Membership and Use Agreement shall be determined by the Recreation Owner.

\*See additional paragraph on attached page 10a. Other newly added paragraphs, see amendment attached, XIV. filed 01/05/04.

#### MAINTENANCE AND ALTERATIONS

A. The Board of Directors of the Association may enter into a Contract with any form, person or corporation, or may join with other Condominium Associations and entities in contracting for the maintenance and repair of the Condominium property(s) and other type properties, and may contract for or may join with other Condominium Associations and entities in contracting for the management of the Condominium property(s) and other type properties, and may delegate to the Contractor or Manager all the powers and duties of the Association, except such as are specifically required by this Declaration, or by the By-Laws or the laws of the State of Florida, to have the approval of the Board of Directors or the membership of the Association. The Association, through its Board of Directors, has entered into a Management Agreement, attached hereto as "Exhibit No. 5", which encompasses the provisions of this paragraph.

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, as to this Condominium, and this Condominium's share of common expenses as to the recreation facilities under the Membership and Use Agreement hereinafter referred to, except as authorized by the Board of Directors and approved by not less than seventy-five percent (75%) 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 aforesaid — 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 owner(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 (1) shall be required.

1. Where the approval of unit owners for alterations to the common elements or limited common elements of this Condominium is required in this Declaration and Exhibits attached hereto, the approval of Institutional First Mortgagees whose mortgages encumber Condominium parcels in this Condominium representing not less than seventy percent (70%) of the total unpaid dollar indebtedness as to principal on said parcels at said time shall also be required.

C. Each unit owner agrees as follows: —

1. To maintain in good condition and repair his unit and all interior surfaces within his unit, and the entire interior of his unit, and to maintain and repair the fixtures and equipment therein, which includes but is not limited to the following, where applicable — air-conditioning and heating unit, including condenser and all appurtenances thereto wherever situated, and hot-water heater, refrigerator, stove, and all other appliances, drains, plumbing, fixtures and connections, sinks, all plumbing and water-lines within the unit, electric panels, electric wiring and electric outlets and fixtures within the unit; interior doors of any type or nature including sliding door(s) where applicable, ~~windows, screening and glass~~, all exterior doors and pay for his electricity and telephone. Water and sewage shall be a part of the common expenses of the Condominium. Where a unit is carpeted, the cost of maintaining and replacing the carpeting shall be borne by the owner of said unit. Limited common elements shall be maintained, cared for and preserved as provided in Article XV of this Declaration. *\* utilities; the repair, maintenance & replacement of windows, screening & fixed glass; and the painting of the exterior of exterior doors (see amendment dated 2/13/06)*

2. Not to make or cause to be made any structural addition or alteration to his unit or to the limited common elements or common elements. Alterations within a unit may be made with the prior written consent of the Management Firm and the Association, and any First Mortgagee holding a mortgage on his unit.

3. To make no alterations, decoration, repair, replacement or change of the common elements, limited common elements, or to any outside or exterior portion of the building(s), whether within a unit or part of the limited common elements or common elements, including any terrace(s) or balcony(s) (which includes screening or closing in of same, etc.) without the prior written consent of the Management Firm and the Association. Unit owners and all other parties shall comply with all Rules and Regulations adopted by the Management Firm and the Board of Directors. The unit owner shall be liable for all damages to another unit, limited common elements, common elements or the Condominium property caused by the unit owner's contractor, sub-contractor, or employee, whether said damages are caused by negligence, accident or otherwise.

4. To allow the Management Firm, the Board of Directors, or the agents or employees of the Management Firm or the Association, to enter into any unit for the purpose of maintenance, inspection, repair, replacement of the improvements within the units, limited common elements or the common elements, or to determine in case of emergency, circumstances threatening units, limited common elements or the common elements, or to determine compliance with the provisions of this Declaration and the By-Laws of the Association.

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 Management Firm and by the Board of Directors of the Association.

\*See additional subparagraph 6 on attached page 10a.

D. In the event the owner of a unit fails to maintain the said unit and limited common elements, as required herein,

Additional paragraph added to Article XIII, USE AND OCCUPANCY (Amendment filed March 18, 1991):

"No trucks, recreational vehicles, motorcycles, non-passenger vans or unsightly or inoperable vehicles may be parked on condominium properties, except during daytime hours when required by visiting repairmen or service personnel. Unsightly vehicles are defined to be vehicles with substantial rust, peeling paint or fabric, leaking oil, torn upholstery, or broken and dented body parts. No vehicles may be parked on condominium properties that are loaded with materials for commercial purposes.

Additional subparagraph 6. to Article XIV. MAINTENANCE AND ALTERATIONS, paragraph C. (Amendment filed March 18, 1991):

6. With the exception of ground floor level units, no unit owner shall replace existing flooring material (including tile or parquet) with any new flooring material, except carpet, without first obtaining approval from the Board of Directors. The approval of any such new flooring material shall be based upon its proven sound characteristics and installation procedures so as to minimize sound transmission to other units.

or makes any alterations or additions without the required written consent, or otherwise violates or threatens to violate the provisions hereof, the Association, or the Management Firm on behalf of the Association, and on its own behalf, shall have the right to proceed in a Court of equity for an injunction to seek compliance with the provisions hereof. In lieu thereof and in addition thereto, the Management Firm, as long as the Management Agreement remains in effect, and the Association shall have the right to levy an assessment against the owner of a unit, and the unit, for such necessary sums to remove any unauthorized addition or alteration and to restore the property to good condition and repair. Said assessment shall have the same force and effect as all other special assessments. The Management Firm, as long as the Management Agreement remains in effect, and thereafter, the Association, shall have the further right to have its employees or agents, or any sub-contractors appointed by it, enter a unit at all reasonable times to do such work as is deemed necessary by the Management Firm, as long as the Management Agreement remains in effect, and thereafter, by the Board of Directors of the Association, to enforce compliance with the provisions hereof.

E. The Management Firm, as long as the Management Agreement remains in effect, and the Association shall determine the exterior color scheme of the building(s), and all exteriors, and interior color scheme of the common elements, and shall be responsible for the maintenance thereof, and no owner shall paint an exterior wall, door, window, or any exterior surface, or replace anything thereon or affixed thereto, without the written consent of the Management Firm, as long as the Management Agreement remains in effect, and the Association.

F. The Association shall be responsible for the maintenance, repair and replacement of the common elements, and all portions of the Condominium property not required to be maintained, repaired and/or replaced by the unit owner(s); however, said responsibility has been undertaken by the Management Firm, as long as the Management Agreement remains in effect, as provided in the Management Agreement attached hereto as Exhibit No. 5. \*Notwithstanding the fact that the maintenance and repair of the air-conditioning and heating unit, including condenser and all appurtenances thereto, is the responsibility of the applicable unit owner, the Management Firm, on behalf of the Association, and the Association, may enter into a maintenance and service contract with an air-conditioning firm on such basis as it deems advisable for and on behalf of all unit owners and, in such event, the monthly assessments due from each unit owner shall be increased by such sum as the Management Firm and the Association, deems fair and equitable under the circumstances in relation to the monthly charge for said maintenance and service contract. The foregoing shall also apply to Exterminating services. The aforesaid assessments shall be deemed to be an assessment under the provisions of Article X. of this Declaration.

\*water and sewage utilities; the repair, maintenance and replacement of windows, screening and fixed glass; and the painting of the exterior of exterior doors shall all be a part of the common expenses of the LIMITED COMMON ELEMENTS (see attached amendment dated 2/13/06)  
condominium.

Those areas reserved for the use of certain unit owners or a certain unit owner, to the exclusion of other unit owners, are designated as "limited common elements", and are shown and located on the Surveys annexed hereto as "Exhibit No. 1". Any expense for the maintenance, repair or replacement relating to limited common elements shall be treated as and paid for as part of the common expenses of the Association unless otherwise specifically provided in this Declaration and Exhibits attached hereto. Should said maintenance, repair or replacement be caused by the negligence or misuse by a unit owner, his family, guests, servants and invitees, he shall be responsible therefor, and the Management Firm, as long as the Management Agreement remains in effect, and the Association shall have the right to levy an assessment against the owner of said unit, which assessment shall have the same force and effect as all other special assessments. Where the limited common element consists of an exterior terrace or terraces, or where the limited common elements consist of an exterior balcony which is the case as to 2-bedroom, 1 1/2 bath townhouse units (said balcony being at the second floor level of said unit), the unit owner who has the right to the exclusive use of same, i.e., the unit abutting said exterior terrace or terraces and balcony, where applicable, shall be responsible for the maintenance, care and preservation of the paint and surface of the interior parapet walls or railings, if applicable, and the floor and, if applicable, the underside of the floor of a balcony within said exterior terrace or terraces and balcony, and the sliding glass doors leading into or out of said terrace(s) and balcony(s), where applicable, and, where applicable, the wiring, electrical outlet(s) and fixtures thereon, if any, and the replacement of light bulbs thereon, if any, as to said exterior terrace(s) and balcony(s). Each apartment type unit has a terrace which is a limited common element of said unit. Each 3-bedroom, 2 1/2 bath townhouse unit has two (2) terraces on the ground floor or first floor level which is a limited common element of said unit. Each 2-bedroom, 1 1/2 bath townhouse unit has one (1) terrace on the ground floor-first floor level of said unit as a limited common element of said unit and one (1) balcony on the second floor level of said unit as a limited common element of said unit. All entrances to terraces and/or balconies are by way of sliding glass doors.

~~\*The Developer shall have the right to construct, at such specific locations within the parking area as designated on Exhibit No. 1 of this Declaration, at its sole discretion, such number of covered parking spaces as it determines within one (1) year from the date of this Declaration. Each covered parking space shall bear an identifying letter or number, and no covered parking space shall bear the same identifying letter or number as any other covered parking space or uncovered parking space. Each covered parking space is a limited common element and the Developer shall have the right to designate the use of a specific covered parking space to a unit owner for his exclusive use - said designation shall be made in an instrument of conveyance by the Developer having the same formality as a Deed, and same shall be recorded in the Public Records of Palm Beach County, Florida. The unit owner who is designated to have the exclusive use of a covered parking space may, thereafter, subject to the provisions of Article XI. of this Declaration, sell and assign the exclusive use of the said covered parking space, not only to the purchaser of his unit, but he may sell, convey and assign the exclusive use of said covered parking space to the unit owner of another unit in this Condominium, subject to the terms hereof. The unit owner who has the right to the exclusive use of a covered parking space shall be responsible for the maintenance, care and preservation of the said covered parking space, except the paving shall be deemed as a part of the common expenses of the Association. The Management Firm, as long as the Management Agreement remains in effect, and the Board of Directors of the Association shall have the right to additionally assess each unit owner who has the exclusive use of a covered parking space, a specific sum to be paid to the Management Firm and the Association, as said Management Firm and Board of Directors of the Association determine in their sole discretion, which sum shall be in addition to the assessment of the common expenses of the Condominium, as provided in this Declaration and Exhibits thereto, and notwithstanding the duty of said unit owner who has the exclusive use of a covered parking space to maintain same, as provided herein, it shall be maintained by the Management Firm and, thereafter, the Association at said unit owner's expense; and in the event the regular assessments for the maintenance of said covered parking space are insufficient, the Management Firm and the Association shall have the right to specially assess the unit owner who has the use of a covered parking space. The provisions of Article XIV-D., shall apply hereto where a unit owner fails to maintain the limited common elements assigned to his exclusive use, as required in this Declaration, and as otherwise provided in said Article.~~

\*As to uncovered parking spaces, the Management Firm, as long as the Management Agreement remains in effect, and thereafter, the Board of Directors of the Association, shall assign specific uncovered parking spaces to the unit owners in this Condominium. All uncovered parking spaces are located within the parking area shown and designated on Exhibit No. 1 attached hereto. The assignment of an uncovered parking space shall not be recorded in the Public Records of Palm Beach County. The Management Firm, as long as the Management Agreement remains in effect, and thereafter, the Board of Directors of the Association, shall have the right to change the assignment of such specific uncovered parking spaces from time to time as to the unit owners in this Condominium as it deems advisable in its sole discretion. Each Condominium unit  
\*Per Amendment, filed 3-18-91.

\* ~~(shall be entitled to the exclusive use of one (1) uncovered parking space; however, where a unit has been assigned the exclusive use of a covered parking space, it shall not be entitled to an uncovered parking space. A portion of the uncovered parking spaces may be for the use of guest parking and/or additional parking spaces for Condominium units in this Condominium as determined by and pursuant to the Rules and Regulations adopted by the Management Firm, as long as the Management Agreement remains in effect, and the Board of Directors of the Association. Each uncovered parking space is given an identifying number of letters, and no uncovered parking space bears the same identifying number or letter as any other uncovered parking space or covered parking space. The number of letter and location of each uncovered parking space is not set forth on the Survey Exhibit attached hereto as Exhibit No. 1. When a specific uncovered parking space is assigned to a unit owner, it shall be deemed a limited common element for the exclusive use of said unit owner, subject, however, to the foregoing provisions as to the right to change assignments. The term "unit owner" as used in this Article shall mean and include said unit owner's lessee or the occupant of a unit where said party is occupying said unit in place of the unit owner.~~ may 1

Where a unit owner, lessee or occupant thereof is not using said unit's designated parking space for any period of time, it shall so advise the ~~Management Firm, as long as the Management Agreement remains in effect, and thereafter the Association referred to above, and the Management Firm and the Association referred to above shall have the right to~~ authorize the use of said parking space during such periods of time to such party and under such terms and conditions as they determine, and said unit owner shall not be entitled to any compensation therefor.

\*Per Amendment, filed 3-18-91.

## XVI.

### TERMINATION

This Condominium may be voluntarily terminated, in the manner provided for in Section 16 of the Condominium Act at any time; however, the written consent of the Management Firm, as long as the Management Agreement remains in effect, and the Recreation Owner under the Membership and Use Agreement shall also be required. In addition thereto, when there has been "very substantial" damage, as defined in Article XII-B.6. above, this Condominium shall be subject to termination as provided in Article XII-B.6., and in this event, the consent of the Management Firm and Recreation Owner under the Membership and Use Agreement shall not be required. In addition thereto, if the proposed voluntary termination is submitted to a meeting of the membership of the Association, pursuant to notice, and is approved in writing within sixty (60) days of said meeting by three-fourths (3/4ths) of the total vote of the members of the Association, and by all Institutional Mortgagees and the Management Firm and the Recreation Owner under the Membership and Use Agreement, then the Association and the approving owners, if they desire, shall have an option to purchase all of the parcels of the other owners within a period expiring one-hundred twenty (120) days from the date of such meeting. Such approvals shall be irrevocable until the expiration of the option, and if the option is exercised, the approvals shall be irrevocable. The option shall be exercised upon the following terms:—

A. Exercise of Option: — An Agreement to Purchase, executed by the Association and/or the record owners of the Condominium parcels who will participate in the purchase, shall be delivered by personal delivery or mailed by Certified or Registered Mail, to each of the record owners of the Condominium parcels to be purchased, and such delivery shall be deemed the exercise of the option. The Agreement shall indicate which Condominium parcels will be purchased by each participating owner and/or the Association, and shall require the purchase of all Condominium parcels owned by owners not approving the termination, but the Agreement shall effect a separate contract between the seller and his purchaser.

B. Price: — The sale price for each Condominium parcel shall be the fair market value determined by agreement between the seller and the purchaser, within thirty (30) days from the delivery or mailing of such Agreement; and in the absence of agreement as to price, it shall be determined by Appraisers appointed by the Senior Judge of the Circuit Court in and for the area wherein the Condominium is located, on the Petition of the seller. The expenses of appraisal shall be paid by the purchaser.

C. Payment: — The purchase price shall be paid in cash.

D. Closing: — The sale shall be closed within thirty (30) days following the determination of the sale price.

## XVII.

### MEMBERSHIP AND USE AGREEMENT

The Association has entered into a Membership and Use Agreement which provides for mandatory membership by the Association's members, i.e., unit owners, in and to the recreation area(s) and facilities under that certain Membership and Use Agreement and said Agreement is attached hereto and made a part hereof as Exhibit No. 4, just as though said Agreement were fully set forth herein. The Association has acquired the foregoing membership pursuant to Florida Statute 711.121, and pursuant to said Statute and said Membership and Use Agreement, all monies due and to become due under the provisions of said Agreement are and shall continue to be for the full term of said Agreement declared to be common expenses of the Condominium.

Each unit owner, his heirs, successors and assigns, agrees to make payment to the Association of his share of the monies due, pursuant to and in the amount, or proportion, or percentage amount, if so stated, as specified in said Membership and Use Agreement and this Declaration of Condominium. It shall be mandatory for the unit owner to make said payments, regardless of whether or not said unit owner uses the recreation area(s) and facilities.

The Developer and the Association, by virtue of their execution of this Declaration of Condominium, and each unit owner, by virtue of his taking title to a Condominium parcel, agree that notwithstanding the fact that the Membership and Use Agreement is attached to this Declaration of Condominium and was recorded in the Public Records subsequent to the recording of this Declaration of Condominium, that said Membership and Use Agreement shall be deemed to have been recorded in the Public Records prior to the recording of this Declaration of Condominium, and in order to secure the faithful performance of the Association's obligation to the Recreation Owner under the Membership and Use Agreement, and to secure the unit owner's obligation to pay his share of the common expenses under said Membership and Use Agreement, the Recreation Owner under said Membership and Use Agreement shall have a lien on each Condominium parcel and all tangible personal property located in each Condominium unit in this Condominium, to the extent and as provided in said Agreement.

The unit owner shall be entitled to the use and enjoyment of the recreation area(s) and facilities under the Membership and Use Agreement as specified therein, subject to the Rules and Regulations promulgated by the Recreation Owner. The parties acknowledge that the use of the recreation area(s) and facilities under said Agreement is non-exclusive and the Recreation Owner has the right to enter into Agreements with others, as provided in said Agreement.

Each unit owner, his heirs, successors and assigns, shall be bound by said Membership and Use Agreement to the same extent and effect as if he had executed said Agreement for the purposes therein expressed, including but not limited to:—

A. Subjecting all of his right, title and interest in his Condominium parcel and tangible personal property therein, to the lien rights granted to the Recreation Owner in said Membership and Use Agreement.

B. Adopting, ratifying, confirming and consenting to the execution of said Membership and Use Agreement by the Association.

C. Covenanting and promising to perform each and every of the covenants, promises and undertakings to be performed by unit owners in the cases provided therefor in said Membership and Use Agreement.

D. Ratifying, confirming and approving each and every provision of said Membership and Use Agreement, and acknowledging that all of the terms and provisions thereof are reasonable.

E. Agreeing that the persons acting as Directors and Officers of the Association entering into such Membership and Use Agreement have not breached any of their duties or obligations to the Association.

F. It is specifically recognized that some or all of the persons comprising the original Board of Directors and Officers of the Association are or may be stockholders, officers and directors of said Recreation Owner, and that such circumstance shall not and cannot be construed or considered as a breach of their duties and obligations to the Association, nor as possible grounds to invalidate such Membership and Use Agreement in whole or in part.

G. The acts of the Board of Directors and Officers of the Association in entering into the Membership and Use Agreement which provides for mandatory membership of said Association's members, be and the same are hereby ratified, approved, confirmed and adopted.

The Recreation Owner under the Membership and Use Agreement shall have the right to add to the facilities of Craft Hall under said Agreement, either by adding facilities to same and/or adding additional areas and facilities thereon within The Fountains of Palm Beach Condominium Complex (which Complex shall not exceed six-hundred twenty [620] acres) and said Recreation Owner shall have the right to substitute a facility for Craft Hall provided said facility is within the Complex as aforementioned and is equal to or better than said Craft Hall as to the size and facilities contained in said Craft Hall. The foregoing shall not be deemed to require the Recreation Owner to do any of the foregoing; however, said Recreation Owner shall have the right to determine the foregoing in its sole discretion, which includes the time when said facility(s) are built, the plans, design, size and contents of said facility(s); however, this right shall terminate as of December 31, 1979. Upon said Recreation Owner causing any of the foregoing to be accomplished, said Recreation Owner shall cause an Amendment to this Declaration and the Membership and Use Agreement attached hereto to be recorded in the Public Records of Palm Beach County reflecting same, with a Survey attached as to same. The aforesaid Amendment shall only be required to be executed by the Recreation Owner and the Survey attached thereto shall be certified by the Surveyor. The right of the Recreation Owner to amend the Declaration and Membership and Use Agreement, as provided herein, is further conditioned upon there being no increase in the membership fee due from each unit owner under the Membership and Use Agreement except increases as are required by virtue of said Amendment pursuant to Article III-D. and the sub-sections thereunder of the Membership and Use Agreement which is attached hereto as Exhibit No. 4. The term "recreation area(s) and facilities" shall mean The Club House and Club House area and Craft Hall and any additional areas and facilities, including any substitutions for said Craft Hall as provided herein and said Exhibit No. 4.

The method of amending this Declaration of Condominium and Exhibit No. 4 attached hereto in regard to the matters specifically set forth in the foregoing paragraph supersedes and is paramount to the provisions for the method of Amendment to this Declaration of Condominium as provided in various Articles of this Declaration.

The right of the unit owners, including members of their family and temporary residents in their unit, and guests and invitees, to use the recreation areas and facilities under the Membership and Use Agreement is set forth and specified in said Agreement, i.e., Exhibit No. 4. The Recreation Owner shall have the right to use space in Craft Hall and any substitute thereof or any additional separate facilities as an office during the term of said Membership and Use Agreement and said Recreation Owner shall not be required to pay any sum therefor, provided said office space does not exceed three hundred (300) square feet of the applicable facility(s). This right shall inure to the benefit of said Recreation Owner's heirs, successors and assigns, including the Management Firm and/or Contractor or Sub-Contractor employed by the Recreation Owner to operate and manage the recreation area(s) and facilities under said Agreement. The Recreation Owner's right as to The Club House and the Club House area is specifically set forth in said Exhibit No. 4.

Neither the recreation area(s) and facilities under the Membership and Use Agreement nor the Association and its members' rights thereunder shall be deemed a part of the Condominium property of the Condominium created by virtue of this Declaration of Condominium; however, all covenants, conditions, promises and obligations contained in said Exhibit No. 4 and contained in this Declaration of Condominium and the other Exhibits attached hereto, where applicable or implied by law, are covenants running with the Condominium property, including all Condominium parcels.

## XVIII.

### MANAGEMENT AGREEMENT

~~\*The Association has entered into a Management Agreement, a copy of which is annexed hereto as Exhibit No. 5 and made a part hereof.~~

~~\*Each unit owner, his heirs, successors and assigns, shall be bound by said Management Agreement for the purposes therein expressed, including but not limited to:-~~

~~A. Adopting, ratifying, confirming and consenting to the execution of said Management Agreement by the Association.~~

~~B. Covenanting and promising to perform each and every of the covenants, promises and undertakings to be performed by unit owners in the cases provided therefor in said Management Agreement.~~

~~C. Ratifying, confirming and approving each and every provision of said Management Agreement, and acknowledging that all of the terms and provisions thereof are reasonable.~~

~~D. Agreeing that the persons acting as Directors and Officers of the Association entering into such an Agreement have not breached any of their duties or obligations to the Association.~~

~~E. It is specifically recognized that some or all of the persons comprising the original Board of Directors and Officers of the Association, are or may be stockholders, officers and directors of the Management Firm, and that such circumstance~~

\*Per Amendment, Filed 3-18-91.

~~\*shall not and cannot be construed or considered as a breach of their duties and obligations to the Association nor as possible grounds to invalidate such Management Agreement, in whole or in part.~~

~~F. The acts of the Board of Directors and Officers of the Association in entering into the Management Agreement, he, and the same are hereby ratified, approved, confirmed and adopted.~~

## XIX.

### MISCELLANEOUS PROVISIONS

A. Each unit owner, future unit owner, lessee, sub-lessee, heir or occupant, must obtain the approval of the Management Firm, as long as the Management Agreement remains in effect, as to the matters specified in Article XI, hereof, and as provided herein. The approval of the Management Firm shall not be unreasonably withheld. The consent of the Board of Directors, in recordable form, in order to be deemed effective, shall be required to be approved by the Management Firm. The special provisions of Article XI-B.6. of this Declaration of Condominium shall be deemed applicable to this provision, and where prior offer and consent of the Board of Directors of the Association, as provided in said Article XI-B.6., is not required, the approval of the Management Firm, as required by this provision, shall not be required. The Management Firm may, by an instrument in writing, waive its required approval as to any matters specified in Article XI, of this Declaration of Condominium.

B. The owners of the respective Condominium units shall not be deemed to own the undecorated and/or unfinished surfaces of the perimeter walls, floors and ceilings surrounding their respective Condominium units, nor shall the unit owner be deemed to own pipes, wires, conduits or other public utility lines running through said respective Condominium units which are utilized for or serve more than one Condominium unit, which items are, by these presents, hereby made a part of the common elements. Said unit owner, however, shall be deemed to own the walls and partitions which are contained in said unit owner's Condominium unit, and shall also be deemed to own the inner decorated and/or finished surfaces of the perimeter walls, floors, and ceilings, including plaster, paint, wallpaper, etc.; however, all load bearing walls, and floors between the first floor and second floor of a townhouse type unit, where applicable, located within a Condominium unit are a part of the common elements to the unfinished surface of said walls and said floor.

C. The owners of the respective Condominium units agree that if any portion of a Condominium unit or common element or limited common element encroaches upon another, a valid easement for the encroachment and maintenance of same, so long as it stands, shall and does exist. In the event a Condominium building or buildings are partially or totally destroyed and then rebuilt, the owners of the Condominium parcels agree that encroachments on parts of the common elements or limited common elements or Condominium units, as aforescribed, due to construction, shall be permitted, and that a valid easement for said encroachments and the maintenance thereof shall exist.

D. No owner of a Condominium parcel may exempt himself from liability for his contribution toward the common expenses by waiver of the use and enjoyment of any of the common elements or the recreation facilities, or by the abandonment of his Condominium unit.

E. The owners of each and every Condominium parcel shall return the same for the purpose of ad valorem taxes with the Tax Assessor of the County wherein the Condominium is situate, or for such other future legally authorized governmental officer or authority having jurisdiction over same. Nothing herein shall be construed, however, as giving to any unit owner the right of contribution or any right of adjustment against any other unit owner on account of any deviation by the taxing authorities from the valuation herein prescribed, each unit owner to pay ad valorem taxes and special assessments as are separately assessed against his Condominium parcel.

For the purpose of ad valorem taxation, the interest of the owner of a Condominium parcel, in his Condominium unit and in the common elements, shall be considered a unit. The value of said unit shall be equal to the percentage of the value of the entire Condominium, including land and improvements, as has been assigned to said unit and as set forth in this Declaration. The total of all of said percentages equals one hundred percent (100%) of the value of all of the land and improvements thereon.

F. All provisions of this Declaration and Exhibits attached hereto, and Amendments thereof, shall be construed as covenants running with the land, and of every part thereof and interest therein, including but not limited to every unit and the appurtenances thereto, and every unit owner and occupant of the property, or any part thereof, or of any interest therein, and his heirs, executors, administrators, successors and assigns, shall be bound by all of the provisions of said Declaration and Exhibits annexed hereto and any Amendments thereof.

G. If any of the provisions of this Declaration, or of the By-Laws, the Articles of Incorporation of the Association, the Membership and Use Agreement, the Management Agreement, or of the Condominium Act, or any section, clause, phrase, word, or the application thereof, in any circumstance, is held invalid, the validity of the remainder of this Declaration, the By-Laws, Articles of Incorporation, Membership and Use Agreement and Management Agreement, or the Condominium Act, and of the application of any such provision, action, sentence, clause, phrase or word, in other circumstances, shall not be affected thereby.

H. Whenever notices are required to be sent hereunder, the same may be delivered to unit owners, either personally or by mail, addressed to such unit owners at their place of residence in the Condominium, unless the unit owner has, by written notice duly receipted for, specified a different address. Proof of such mailing or personal delivery by the Association ~~or Management Firm~~ shall be given by the Affidavit of the person mailing or personally delivering said notices. Notices to the Association shall be delivered by mail to the Secretary of the Association, at the Secretary's residence in the Condominium, or in case of the Secretary's absence, then the President of the Association at his residence in the Condominium, and in his absence, any member of the Board of Directors of the Association. The change of the mailing address of any party as specified herein shall not require an Amendment to this Declaration.

~~Notices to the Developer shall be delivered by mail at: 6844 Lake Worth Road, Lake Worth, Florida 33460.~~

~~Notices to the Management Firm shall be delivered by mail at: 6844 Lake Worth Road, Lake Worth, Florida 33460.~~

~~Notices to the Recreation Owner shall be delivered by mail at: 6844 Lake Worth Road, Lake Worth, Florida 33460.~~

All notices shall be deemed and considered sent when mailed. Any party may change his or its mailing address by written notice, duly receipted for. Notices required to be given the personal representatives of a deceased owner or devisee, when there is no personal representative, may be delivered either personally or by mail, to such party at his or its address appearing in the records of the Court wherein the Estate of such deceased owner is being administered. The change of the mailing address of any party, as specified herein, shall not require an Amendment to the Declaration.

\*Above changes per Amendment, filed 3-18-91.



I. Nothing hereinabove set forth in this Declaration shall be construed as prohibiting the Developer or the Management Firm, as long as the Management Agreement remains in effect, and thereafter, 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 each 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. The Developer shall have the right to use a portion of the common elements of the Condominium property for the purpose of aiding in the sale of Condominium units including the right to use portions of the Condominium property for parking for prospective purchasers and such other parties as Developer determines. The foregoing right shall mean and include the right to display and erect signs, billboards and placards and store, keep and exhibit same and distribute audio and visual promotional materials upon the common elements of the Condominium property.

J. The "Remedy for Violation" provided for by Section 23 of the Condominium Act, shall be in full force and effect. In addition thereto, should the Association or the Management Firm, on behalf of the Association, or on its own behalf, find it necessary to bring a Court action to bring about compliance with the law, this Declaration and Exhibits attached to this Declaration, upon a finding by the Court that the violation complained of is willful and deliberate, the unit owner so violating shall reimburse the Management Firm and the Association for reasonable Attorney's fees incurred by it in bringing such action, as determined by the Court.

K. Subsequent to the filing of this Declaration of Condominium, the Condominium Association — when authorized by a vote of the majority of the total vote of the members of the Association, and approved by the owners and holders of Institutional First Mortgages encumbering Condominium parcels who represent a majority of the dollar institutionally mortgaged indebtedness against this Condominium and the Management Firm, as long as the Management Agreement remains in effect, and the Recreation Owner under the Membership and Use Agreement may, together with other Condominium Associations, and others, purchase and/or acquire and enter into agreements, from time to time, whereby it acquires leaseholds, memberships, and other possessory or use interests in lands or facilities, including but not limited to country clubs, golf courses, marinas, and other recreational facilities, whether or not contiguous to the lands of the Condominium, intended to provide for the enjoyment, recreation and other use or benefit of the unit owners. The expense of ownership, rental membership fees, operations, replacements and other undertakings in connection therewith, shall be common expenses, together with all other expenses and costs herein or by law defined as common expenses. The provisions of this Paragraph K are paramount to and superior to Article VII. of this Declaration as to the matters set forth in this Paragraph.

L. Whenever the context so requires, the use of any gender shall be deemed to include all genders, and the use of the singular shall include the plural, and plural shall include the singular. The provisions of the Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the operation of a Condominium.

M. The captions used in this Declaration of Condominium and Exhibits annexed hereto are inserted solely as a matter of convenience and shall not be relied upon and/or used in construing the effect or meaning of any of the text of this Declaration or Exhibits hereto annexed.

N. Where an Institutional First Mortgage, by some circumstance, fails to be a First Mortgage, but it is evident that it is intended to be a First Mortgage, it shall, nevertheless, for the purpose of this Declaration and Exhibits annexed, be deemed to be an Institutional First Mortgage.

O. If any term, covenant, provision, phrase or other element of the Condominium documents is held invalid or unenforceable for any reason whatsoever, such holding shall not be deemed to affect, alter, modify or impair in any manner whatsoever, any other term, provision, covenant or element of the Condominium documents.

P. The Developer specifically disclaims any intent to have made any warranty or representation in connection with the property or the Condominium documents, except as specifically set forth therein, and no person shall rely upon any warranty or representation not so specifically made therein. Common expenses, taxes or other charges are estimates only and no warranty, guaranty or representation is made or intended, nor may one be relied upon. The Developer has constructed the building(s) and improvements substantially in accordance with the Plans and Specifications on file in the Building and Zoning Department of the applicable Governmental authority, and as same have been modified, and this is the full extent of the Developer's liability and responsibility. The foregoing, where applicable, shall apply to the Recreation Owner.

Guaranties have been obtained from all Sub-Contractors, such as the plumber, electrician, air-conditioner and roofer and warranties have been obtained from the manufacturer of all appliances and equipment, as specified by said manufacturer, and it shall be the obligation of the Condominium Association and its members to enforce such Guarantees and Warranties.

Condominium Association, by its execution of this Declaration of Condominium, approves the foregoing, and all of the covenants, terms and conditions, duties and obligations of this Declaration of Condominium and Exhibits attached thereto. The Condominium unit owners, by virtue of their acceptance of the Deed of Conveyance as to their Condominium unit, and other parties by virtue of their occupancy of units hereby approve the foregoing and all of the terms and conditions, duties and obligations of this Declaration of Condominium and Exhibits attached thereto.

Q. Escrow Account for Insurance and Certain Taxes: — There may be established and maintained as determined solely by the Management Firm as long as the Management Agreement remains in effect and, thereafter, by the Board of Directors of the Association, in a local, National or State Bank, or a Federal or State Savings and Loan Association, two (2) interest bearing Savings and Deposit Accounts, in order to accumulate sufficient monies for the following purposes:

1. To pay all Insurance premiums for the insurance on the Condominium property obtained and purchased by the Association, pursuant to Article XII. of this Declaration; and,
2. To pay all Real and Personal Property Taxes assessed by the taxing authorities aforescribed for property owned by the Condominium, which taxes are not included in the taxes assessed by the taxing authorities against the individual Condominium parcels.

On or before the thirtieth (30th) day of each month, the Management Firm, as long as the Management Agreement remains in effect and, thereafter, the Association, may cause two (2) checks to be issued and drawn on the Association's Bank Account — each check being equal respectively to one-twelfth (1/12th) of the estimated yearly amounts as to Items 1. and 2. above, and said checks shall be immediately deposited into the appropriate Savings Deposit Account. These accounts shall be maintained in the State or National Bank or State or Federal Savings and Loan Association owning and holding the first recorded mortgage encumbering a Condominium unit, and upon the aforesaid mortgagee's no longer owning and holding a mortgage on a unit, then these accounts shall be maintained in the Bank or Savings and Loan Association having the highest dollar amount of indebtedness of institutional first mortgages owing against the Condominium units. Where said Institutional First Mortgagee is not a State or National Bank or State or Federal Savings and Loan Association, said accounts shall be maintained in one of the foregoing as selected by said Institutional First Mortgagee. These

accounts shall have the right of withdrawal restricted to a joint request by the Management Firm, as long as the Management Agreement remains in effect and, thereafter, the Board of Directors of the Association, and the Institution holding the first recorded mortgage encumbering a unit, and thereafter, the Institution having the highest dollar amount of indebtedness on units.

If, for any reason, the Association does not pay the Real Property Taxes assessed as to Item 2, above within sixty (60) days after these taxes are permitted by law to be paid, then the Institution having the right of withdrawal, as aforesaid, shall have undisputed right to withdraw, without the written consent of the Management Firm or Board of Directors of the Association such sums of money as are necessary to pay Item 2. Similarly, in the event the annual premium as to Item 1. above is not paid on or before its due date, said Institution having the right of withdrawal, as aforesaid, shall have the right, without the necessity of securing the written consent of the Management Firm or Board of Directors of the Association, to withdraw such sums of money as are necessary to pay the then due premiums.

Should a Condominium unit owner fail to pay that portion of the monthly assessment relating to Items 1. and 2. above, within thirty (30) days from its due date, the Management Firm and the Association shall have the right, but they are not required, to advance the necessary funds so as to deposit the required monthly sum into the Savings Deposit Accounts. The Management Firm and the Association shall have a lien for all sums so advanced, together with interest thereon. They shall also have the right to assign their lien to any unit owner or group of unit owners, or to any third party. In the event the Management Firm and Association do not advance funds, as aforesaid, the holder of an Institutional First Mortgage on the delinquent unit, or the Institution having the right of withdrawal, as aforesaid, or the Institution having the highest dollar indebtedness on Condominium units, may advance the necessary funds into the Savings Deposit Accounts to make up the deficiency. Said Institution shall have a lien for all sums so advanced, and may bring suit to foreclose the interest of the delinquent Condominium unit owner in his Condominium unit. The Condominium unit owners herein consent to the establishment of such lien as a result of these advances in favor of the Institution(s), or the Association and Management Firm, as aforesaid. However, no such foreclosure action may be brought by said Institution, or individual, or group of individuals, where the Management Firm and Association advances the necessary funds and assigns their lien, until the delinquent unit owner has received not less than ten (10) days written notice in this regard.

R. No Condominium parcel owner shall bring, or have any right to bring, any action for partition or division of the Condominium property.

S. The real property submitted to Condominium ownership herewith is subject to conditions, limitations, restrictions, reservations and all matters of record, applicable zoning ordinances now existing or which may hereafter exist, easements for ingress and egress for pedestrian and vehicular purposes, easements for utility service and drainage now existing or hereafter granted by the Developer for the benefit of such persons as the Developer designates. During the period of time that the Developer has the right to grant the foregoing easements, the consent and approval of the Association and its members shall not be required. The right to grant the foregoing easements shall be subject to said easements not structurally weakening the building(s) and improvements upon the Condominium property nor unreasonably interfering with the enjoyment of the Condominium property by the Association's members. The provisions of this paragraph as to the real property being submitted to Condominium ownership being subject to those matters set forth in this paragraph shall also apply to the recreation area(s) and facilities under the Membership and Use Agreement.

The Condominium Association and its members, the Developer, its successors and assigns, and the Recreation Owner under the Membership and Use Agreement, and the Developer and Recreation Owner's designees are hereby granted an easement for ingress and egress over, through and across the paved area of the common elements, other than the parking spaces, which is intended for vehicular and pedestrian traffic, and such parties are further granted a pedestrian easement over, through and across sidewalks, paths, halls, lobbies, elevators, center cores, lanes, and public areas of the Condominium building(s), improvements and land and recreation area(s) and facilities. The foregoing easement over, through and across the paved area of the common elements of the Condominium other than the parking spaces shall be referred to as "parking street easement" and said easements are designated in Exhibit No. 1 annexed to this Declaration. The Condominium property may not be abutting, contiguous or adjacent to any public street, road, or right-of-way. Where such is the case, the Developer and, where applicable, the Recreation Owner covenant to provide access from the nearest public street, road or right-of-way to the Condominium property and from the Condominium property to the recreation area and facilities under the Membership and Use Agreement for ingress and egress for vehicular and pedestrian traffic and said area shall be referred to as an "access easement"; however, where all or a portion of such access easement area is over and across a property which may become a Condominium, or a property which is not a Condominium but is improved with an apartment building or buildings, then in such event, the part of said area over and across said Condominium or non-Condominium property, as aforesaid, shall be referred to as a "Parking Street Easement". Where applicable, the parking street easement and/or access easement referred to herein is as designated in Exhibit No. 1 annexed to this Declaration. The parking street easement and access easement as provided above are hereby granted by virtue of the execution of this Declaration and Exhibits attached, by the Condominium Association, the Developer, and the Recreation Owner, to each other and the Developer's and Recreation Owner's designees, and same are further granted hereby to and for the benefit of all owners of a portion of the real property and persons resident upon the lands or portions of the lands described in Article V. of Exhibit No. 4 which is attached to this Declaration, including the Condominium Association and its members, and land adjacent thereto as determined by the Developer and Recreation Owner.

Except as otherwise provided herein, no

No right shall ever accrue to the public from the said parking street and access easements referred to above and said easements shall endure to January 1st, 2070, and thereafter for successive periods of ten (10) years unless sooner terminated by a recorded document duly executed and recorded by the persons required in the Public Records of Palm Beach County, Florida. Said easements may be terminated in whole or in part prior to January 1st, 2070, and thereafter upon the joint consent of the Developer and Recreation Owner, their successors and assigns, and the owners of all the lands which are entitled to the use of said easements, except where all or portions of said lands shall have been submitted to Condominium ownership, the Condominium Association(s) responsible for the operation and management of said Condominium(s) are irrevocably appointed and authorized by the Condominium parcel owners to execute said instrument and the execution of said instrument by the Condominium parcel owners shall not be required. The foregoing parking street and access easements shall be subject to such easements as may be required for drainage, utility service and water-well service for sprinkler system(s) easements as the Developer and, where applicable, the Recreation Owner may hereafter deem necessary and the Developer and, where applicable, the Recreation Owner shall have the right in its sole discretion to grant such foregoing easements over, upon, across and under said easement areas as it deems necessary and the consent of no other party shall be required. The unit owners of this Condominium shall be responsible for and pay the ad valorem taxes and other taxes of any type of nature as to those portions of the Condominium property that are subject to being parking street easements, and the cost of maintaining the parking street easements and landscaping within the Condominium. The cost of maintaining the access easement and the landscaping within said access easement, where applicable, and ad valorem taxes on same, and other taxes thereon of any type and nature, shall be paid by all the Associations or similar parties who are parties to Membership and Use Agreements within The Fountains of Palm Beach Condominium Complex which are similar to Exhibit No. 4 attached hereto, and said parties shall share the cost of same in the same manner and proportions as they share the common expenses under said Membership and Use Agreement. ~~Members of The Golf and Racquet Club of Palm Beach shall not share any portion of the expenses for ad valorem taxes, maintenance and costs, including landscaping as to parking street easement or access easement areas unless they are members of a Condominium Association or similar parties who are parties to a Membership and Use Agreement similar to Exhibit No. 4 attached hereto.~~ The Developer and Recreation Owner, where

Amendment filed at the end of ~~this Declaration of Condominium.~~ - 16 - \*See attached page 16a for replacement wording.

2000-01-1913

The following is additional wording that replaced that wording lined through in Section S., third paragraph down, on page 16:

"The Board of Directors of the Condominium Association may allow limited public access over said access easement for persons who are not residents of The Fountains Community, but who are current or future members of the Golf and Racquet Club of Palm Beach. Provided, however, the Board of Directors of the Condominium Association may only grant said limited public access on the condition said current and future nonresident members contribute their fair share of the costs of maintaining said access easement as determined by the Board of Directors."

applicable, may convey all or part of the access easement areas to the proper governmental authorities causing same to become public roads and the Developer and Recreation Owner may also, at such time as they determine, convey fee simple title to such access easement areas to the Condominium Association(s) which comprise the Association(s) formed to operate the Condominium(s) in The Fountains of Palm Beach Condominium Complex and the owners of real property within the Complex which may not be Condominiums but are apartment buildings, townhouses, villas, garden apartments, houses or any other similar residential building, as they determine in their sole discretion. Where the Developer and Recreation Owner, where applicable, grant additional parking street easements and additional access easements in The Fountains of Palm Beach Condominium Complex and such additional properties as they determine, which connect with the access easements and parking street easements designated in Exhibit No. 1 annexed to this Declaration, the same shall automatically be a part of the parking street easement and access easement hereinbefore provided, as if originally set forth herein. The aforesaid Complex shall not exceed six hundred twenty (620) acres of land.

The Recreation Owner under the Membership and Use Agreement and its designees, including the Developer, shall have the right in its sole discretion at such time as it desires to enter on, over and across the Condominium property and the further right to use such portion of the Condominium property and the recreation area(s) and facilities under the Membership and Use Agreement for construction purposes, as provided in the Membership and Use Agreement and this Declaration.

T. ~~The Developer shall have the right in its sole discretion to construct a gate house on the private road known as "Fountain Drive" in the area where said road joins with Lake Worth Road (a public dedicated road) and a gate house on the private road known as "Fountain Drive" in the area where said road joins or will join with "Jog Road" (a public dedicated road), and said Developer shall have the right to construct such gate house or houses as aforesaid at such time as it determines, in its sole discretion, and said gate house(s) shall be of such size, plan and design as Developer determines; however, this right of the Developer shall automatically terminate as of December 31, 1979. The Developer may provide a vehicle for the use of members of the Associations formed to operate the Condominiums in The Fountains of Palm Beach Condominium Complex and the owners of real property within the Complex which may not be Condominiums but are apartment buildings, townhouses, villas, garden apartments, houses, or any other similar residential building, as it determines in its sole discretion, including their Lessees, etc., and the cost of purchasing said vehicle or vehicles shall be at the expense of the Developer; however, the Developer, in its sole discretion, shall determine what number of vehicles, if more than one (1), should be purchased, and the make and design. The Management Firm, as long as the Management Agreement remains in effect, and thereafter, The Associations formed to operate the Condominiums in The Fountains of Palm Beach Condominium Complex, and other parties as hereinbefore set forth in this paragraph, shall determine whether to employ Security Guards, which includes the number thereof, hours, wages, etc., and where the Developer furnishes a vehicle or vehicles, said Management Firm, as long as the Management Agreement remains in effect, and thereafter, the Associations and other parties referred to in this paragraph, shall determine whether to operate said vehicle or vehicles for the benefit of the Complex and, as to the schedule of same, employees, etc., and all of the costs and expenses of any type and nature, including ad valorem taxes or other taxes of any type or nature as to said guard house(s), shall be shared by the aforesaid parties in the same manner and proportion as they share the common expenses under the Membership and Use Agreement attached hereto as Exhibit No. 4. All of the costs and expenses, as set forth in this Paragraph T. and in the preceding paragraph, shall be deemed common expenses of each Condominium within The Fountains of Palm Beach Condominium Complex and expenses of such other non-Condominium properties as specified hereinbefore in this paragraph and expenses and assessments therefor, shall have the same effect and be enforceable as liens, as provided under Article VI. and Article X. of this Declaration and Exhibit No. 4 attached hereto. The costs and expenses as provided in this paragraph and in the preceding paragraph as to access easements and landscaping thereon and ad valorem taxes and taxes of any type or nature as to the gate house(s), and the cost and expenses of the maintenance and repair of said gate house(s), and the cost and expense of the vehicle(s) including employees, insurance, gasoline, oil, repair and maintenance, and replacement and the cost and expenses of security guards shall be shared as hereinbefore provided, and same shall be shared by parties re additional properties as determined solely in the discretion of the Developer and Recreation Owner; however, said parties shall share same, if applicable, in the same manner as all other parties. As previously provided in this paragraph, the Management Firm shall determine the matters and things set forth in this paragraph except for those items to be determined by the Developer, and said absolute right shall continue for the term of the Management Agreement and any renewal thereof, and thereafter. The decision as to security guards, employees for, and the operation of the vehicle(s) hereinbefore referred to, shall be determined as to whether or not to have security guards and for what period of time, and whether or not to operate said vehicle(s) and on what schedule, etc., by the Associations formed to operate the Condominiums in The Fountains of Palm Beach Condominium Complex and the owners of real property within the Complex which may not be Condominiums, but are apartment buildings, townhouses, villas, garden apartments, houses, or any other similar residential building, and such additional properties and parties as determined by the Developer, and the Budget and assessments therefor upon the following basis: \*all other Associations in The Fountains.~~

Each Association and entity sharing the expenses shall appoint one (1) person who shall exercise the rights, duties and privileges, including the right of determination as to the matters hereinbefore set forth, and each person so appointed shall have ~~the same number of votes as~~ <sup>one (1) vote regardless of the number of units, apartments or residences in the Condominium or non-Condominium property involved.</sup> Where the party referred to hereinbefore is a Corporation, its Board of Directors shall designate the person who shall have the authority previously specified; however, in the absence of a specific designation, the President of said Corporation shall be deemed the party designated. All matters set forth herein shall be determined by the ~~sole authority~~ <sup>sole authority</sup> of those present at a meeting duly called by any representative person, provided notice of said meeting stating the time and place thereof is mailed or delivered to each representative not less than ten (10) nor more than thirty (30) days prior to such meeting and said notice shall specify the purpose of same. Proxies shall not be permitted and the action of said representative persons shall be binding on all parties, subject to there being a vote of a majority of the parties present, provided a simple majority of the representative members are present at said meeting. Should there be a deadlock upon any matter, the Recreation Owner, its heirs, successors and assigns, shall be informed of same and it shall cast the determining vote. The Recreation Owner, its successors and assigns, shall not be responsible at law or in any manner whatsoever for its vote and the consequences thereof, it being understood and agreed that the foregoing is to provide an expeditious way of overcoming a deadlock of the parties. ~~During the period of time the Developer and/or Management Firm control the determination of the matters set forth in this Article XIX-T. above, the Developer guarantees that the monthly cost to each unit owner for the matters set forth herein shall not exceed Ten Dollars (\$10.00).~~ \*weighted vote (based on their respective number of units)

U. The Developer and Recreation Owner hereby grant to the Condominium Association and its members a sprinkler system easement over and under that area of land designated as "sprinkler system area" on Exhibit No. 1 annexed to this Declaration. The Developer shall install within said sprinkler system area water line(s) and a pump and the Association is hereby granted the right but not exclusively so to take water from the Lake designated on Exhibit No. 1 for the purpose of operating the sprinkler system within the Condominium property. The pump and water lines outside of the Condominium property shall be deemed the property of this Condominium and this Condominium shall be responsible for the expenses, i.e., including but not limited to maintenance, repair and replacement of same and taxes applicable thereto. The Developer and Recreation Owner hereby further grant unto the Association the right of access to the sprinkler system area for the purpose of maintaining and repairing same. The Developer shall have the right to install said water line(s) and pump at its cost and expense within said sprinkler system area subsequent to the date of this Condominium; however, Developer covenants that it will cause same to be installed within three (3) years of the date of this Declaration although it is the intent of the Developer to endeavor to cause same to be installed during the completion of this Condominium property. The easements provided for herein are hereby granted by virtue of the execution of this Declaration by the Developer and Recreation Owner. The Developer and the Recreation Owner may cause the water line(s) and pump within said easement area to be changed and/or Above changes per Amendment, Filed 3-18-91.

added to whereby water line(s) and pumps are used by such Condominiums and other entities as said Developer and Recreation Owner determine, and in such case said water line(s) and pumps shall be owner by the parties entitled to use same in equal proportions and they shall share the expense of same in equal proportions. The Developer and Recreation Owner shall execute an instrument and cause same to be duly recorded in the Public Records of Palm Beach County, Florida, setting forth the preceding matters and they shall cause a copy of same to be delivered to the applicable parties. The right of the Association and its members to the easement area shall be limited to the extent as is specifically provided herein and the Developer and Recreation Owner shall have the right to use the said easement area and water line(s) and pump, including the surface of said area, as they determine in their sole discretion; subject, however, to the easement provisions set forth hereinbefore.

V. In order to insure the Condominium and The Fountains of Palm Beach Condominium Complex and additional lands with adequate and uniform water service and sewage disposal service, the Developer shall have and hereby reserves the exclusive right to contract for the servicing of this Condominium and the unit owners therein and said Complex and additional properties with said services. Pursuant to the foregoing, the Developer has or will contemporaneously herewith contract with Pike Utilities, Inc., a Florida Corporation, for the furnishing of said services and the Association and unit owners agree to pay the charges therefor pursuant to and to comply with all of the terms and conditions of said Utility Agreement.

\*W. The parties acknowledge that the Developer, its successors and assigns or designees, may install a Master Television Antenna System which shall be owned by the Associations formed to operate the Condominiums in The Fountains of Palm Beach Condominium Complex, and the owners of real property within the Complex which may not be Condominiums, and the maintenance, costs and expenses of same, <sup>including CATV</sup> ~~shall be shared by the aforesaid parties in the same manner and proportion as they share common expenses as provided in Exhibit "A" attached to this Declaration of Condominium.~~ The parties, however, further acknowledge that <sup>The Association</sup> ~~Developer, its successors and assigns or designees,~~ may contract for CATV or other allied or similar type use, and in such event, the parties agree that <sup>The Association</sup> ~~Developer, its successors and assigns or designees,~~ may use the cables, wires, lines, and all the equipment of any type and nature used for the Master Television Antenna System to accomplish the CATV hook-up, ~~and Developer may make such charge monthly or otherwise, as it determines, to each unit owner or others who wish to contract for CATV or other allied or similar type programming, and all of such income shall be the property of the Developer, its successors and assigns or designees. The Association hereby grants to the Developer and the Developer herein hereby retains an easement through, over, upon, across and under this Condominium property and units therein, in order to install and maintain the facilities of CATV or other allied or similar type use, and the same includes the right of the Developer to install such equipment of any type or nature required for said purposes upon the Condominium property and units therein and the further right of the Developer to enter upon the Condominium property for the purpose of maintaining and repairing said equipment and facilities. The Developer shall have the right to assign its rights hereunder to another party.~~

X. Notwithstanding the fact that the present provisions of the Condominium Act of the State of Florida are incorporated by reference and included herein thereby, the provisions of this Declaration and Exhibits attached hereto shall be paramount to the Condominium Act as to those provisions where permissive variances are permitted; otherwise, the provisions of said Condominium Act shall prevail and shall be deemed incorporated therein.

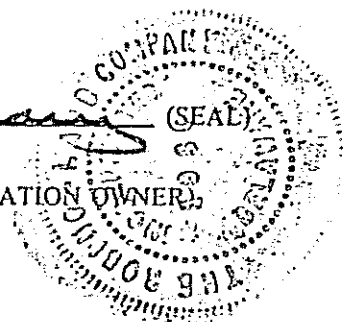
IN WITNESS WHEREOF, THE ROBINO-LADD COMPANY, A Delaware Corporation, has caused these presents to be signed in its name by its proper officer, and its Corporate Seal affixed,

this 30th day of August, 1978.

THE ROBINO-LADD COMPANY,  
A Delaware Corporation

By: [Signature]  
Vice President

(DEVELOPER AND RECREATION OWNER)



See attached amendment recorded 11/13/11.

Signed, sealed and delivered in the presence of:

[Signature: Mary C. Conde] (SEAL)

[Signature: Ruth Hutton] (SEAL)

STATE OF FLORIDA )  
SS:  
COUNTY OF PALM BEACH )

BEFORE ME, the undersigned authority, personally appeared W. H. Witham, to me well known to be the person described in and who executed the foregoing Declaration of Condominium as Vice President of THE ROBINO-LADD COMPANY, A Delaware Corporation, and he acknowledged before me that he executed such instrument as such Officer of said Corporation, and that the Seal affixed thereto is the Corporate Seal of said Corporation, and that it was affixed to said instrument by due and regular Corporate authority, and that said instrument is the free act and deed of said Corporation.

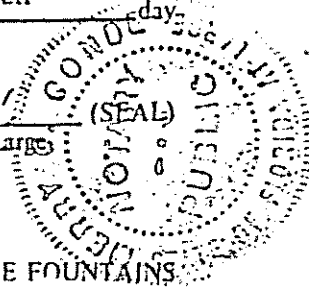
\*Above changes per Amendment, filed 3-18-91.

WITNESS my hand and Official Seal, at the State and County aforesaid, this 30th day of August, 1973.

My Commission expires:

MY COMMISSION EXPIRES NOV. 21, 1975

Mary C. Condi  
Notary Public, State of Florida at Large



FOR GOOD AND VALUABLE CONSIDERATION, the receipt whereof is hereby acknowledged, THE FOUNTAINS OF PALM BEACH CONDOMINIUM, INC., NO. 5, a Florida Corporation not for profit, hereby agrees to accept all of the benefits and all of the duties, responsibilities, obligations and burdens imposed upon it by the provisions of this Declaration of Condominium and Exhibits attached hereto.

IN WITNESS WHEREOF, the above-described Corporation, a Florida Corporation not for profit, has caused these presents to be signed in its name by its President, and its Corporate Seal affixed, attested by its Secretary. this 30th day of August, 1973.

Signed, sealed and delivered in the Presence of:

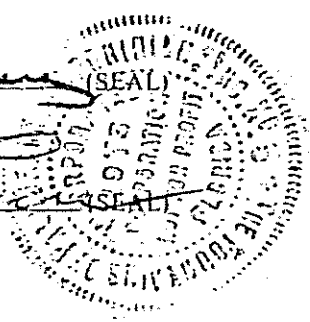
THE FOUNTAINS OF PALM BEACH CONDOMINIUM, INC., NO. 5

Mary C. Condi  
Ruth Hutton

By: W. H. Witham  
W. H. Witham, President

Attest: Irving Cure  
Irving Cure, Secretary

(ASSOCIATION)

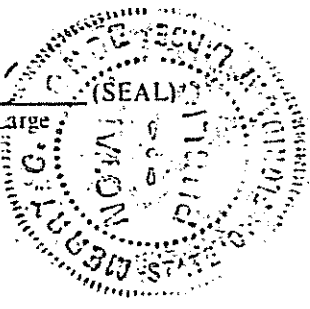


STATE OF FLORIDA )  
                                  SS:  
COUNTY OF PALM BEACH )

BEFORE ME, the undersigned authority, personally appeared W. H. Witham and Irving Cure, to me well known to be the persons described in and who executed the foregoing instrument as President and Secretary, respectively, of THE FOUNTAINS OF PALM BEACH CONDOMINIUM, INC., NO. 5, a Florida Corporation not for profit, and they severally acknowledged before me that they executed such instrument as such Officers of said Corporation, and that the Seal affixed thereto is the Corporate Seal of said Corporation, and that it was affixed to said instrument by due and regular Corporate authority, and that the said instrument is the free act and deed of said Corporation.

WITNESS my hand and official Seal, at said County and State, this 30th day of August, 1973.

Mary C. Condi  
Notary Public, State of Florida at Large



My Commission expires:



AMENDMENT TO THE  
DECLARATION OF CONDOMINIUM OF  
THE FOUNTAINS OF PALM BEACH CONDOMINIUM NO. 5

D'Este Court as recorded in Official Record Book 2239, Page 1898  
Public Records of Palm Beach County, Florida

As used herein (unless substantially reworded), the following shall apply:

- A. Words in the text which are stricken indicate deletions from the present text.
- B. Words in the text which are underlined indicate additions to the present text.
- C. Whenever an ellipsis (...) appears in the text, this indicates that this portion of the present text remains intact to the point where the next typewritten material appears.

New language is underlined; deleted language is ~~struck through~~.

DECLARATION OF CONDOMINIUM

Article XIX (W) Miscellaneous Provisions is amended as follows:

W. The parties acknowledge that the Developer, its successors and assigns or designees, may install a Master Television Antenna System which shall be owned by the Associations formed to operate the Condominiums in The Fountains of Palm Beach Condominium Complex, and the owners of real property within the Complex which may not be Condominiums, and the maintenance, costs and expenses of same, including CATV of any type and nature ~~may be shared by the aforesaid parties in the same manner and proportion as they share common expenses as provided in Exhibit "A" attached to this Declaration of Condominium~~ shall be paid on an equal-per-unit basis ...

WE HEREBY CERTIFY that the above Amendment to the Declaration of Condominium was approved by the Board of Directors and by not less than 66 2/3 % votes of the membership present in person or by proxy (members entitled to vote) with a quorum present at a Special Unit Owner Meeting held on October 23, 2014, at 4:00 PM in Fountains Hall.

THE FOUNTAINS OF PALM BEACH  
CONDOMINIUM, INC. NO. 5

By: *B. Ciancanelli*  
Bernard Ciancanelli, President  
D'Este Court

Attest: *Grace Mehlhorn*  
Grace Mehlhorn, Secretary  
D'Este Court

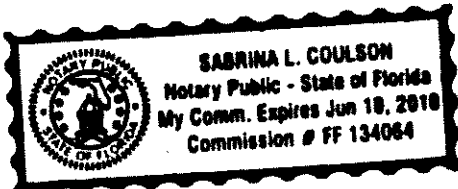
STATE OF FLORIDA  
COUNTY OF PALM BEACH

On this 6th day of November, 2014, appeared before me, Bernard Ciancanelli and Grace Mehlhorn, as President and Secretary, respectively, of The Fountains of Palm Beach Condominium, Inc. No. 5, a Florida corporation not-for-profit, who are personally known to me, and acknowledge that they executed the foregoing Notice for the purposes therein expressed and did (did not) take an oath.

Witness my hand and seal the day and year last above written.

My Commission Expires: 6/13/2018

*Sabrina L. Coulson*  
Notary Public



Sabrina L. Coulson  
Printed Notary Name

Sharon R. Bock, Clerk & Comptroller  
Pg 0085; (1pg)

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

12/18/2002 14:24:38 20020673417  
OR BK 14557 PG 1116  
Palm Beach County, Florida

**AMENDMENT TO THE  
DECLARATION OF CONDOMINIUM  
OF  
THE FOUNTAINS OF PALM BEACH CONDOMINIUM, INC. NO. 5**

As recorded in Official Record Book 2239, Page 1898  
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.

Amendment to Section V. VOTING RIGHTS. The second paragraph is amended as follows:

~~“Each owner or group of owners shall be entitled to the number of votes equal to the total of the percentage of ownership in the common elements applicable to his Condominium parcel, as set forth and specified in Exhibit ‘A’ which is annexed to this Declaration and made a part hereof. one vote per unit. The vote of a Condominium unit is not divisible.”~~

\*\*\*

WE HEREBY CERTIFY that the above Amendment was approved by the unanimous vote of a quorum of the members of the Board of Directors and the affirmative vote of two-thirds of the total vote of the membership (which is the sufficient number as required by the documents), with a quorum present in person and by Proxy, at a Special Unit Owner Meeting, held on Thursday, October 24, 2002, at 1:00PM in Fountains Hall.

THE FOUNTAINS OF PALM BEACH  
CONDOMINIUM, INC. NO. 5

By: \_\_\_\_\_

Robert Lambert, President  
D'Este Court

Attest: \_\_\_\_\_

Elinor Rich, Secretary  
D'Este Court

(Continued)

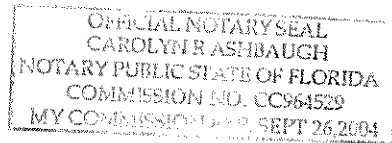


STATE OF FLORIDA           )  
COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me this 5th day of November, 2002, by Robert Lambert and Elinor Rich, as President and Secretary, respectively, of THE FOUNTAINS OF PALM BEACH CONDOMINIUM, INC. NO. 5, a Florida not-for-profit corporation. They are personally known to me and did not take an oath.

Carolyn R. Ashbaugh  
Florida Notary

SEAL





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

02/04/2002 17:47:59 20020064889  
 OR BK 13381 PG 0318  
 Palm Beach County, Florida

**AMENDMENTS TO THE  
 DECLARATION OF CONDOMINIUM AND THE BY-LAWS  
 OF  
 THE FOUNTAINS OF PALM BEACH CONDOMINIUM, INC. NO. 5**

As recorded in Official Record Book 2239, Page 1898  
 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 X. ASSESSMENTS. The fifth paragraph on page 4 is amended as follows:

“The Association may impose a fine on any unit owner in violation of this Declaration, the By-Laws or rules of the Association, provided such fine shall not exceed  ~~fifty dollars (\$50.00)~~  one hundred dollars (\$100.00) or the maximum amount as allowed by law. Said fine shall not be a lien against the condominium parcel. Prior to the imposition of any such fine, the Board of Directors shall first give not less than a fourteen (14) day notice to the unit owner in violation and shall give said unit owner the opportunity for a hearing before the Board before the imposition of any such fine.”

2. 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.”

3. 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.”

4. 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,”

5. 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 aforedescribed 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 (15<sup>th</sup>) 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."~~

6. 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."~~

7. 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....."

**BY-LAWS**

1. Amendment to ARTICLE III. MEETING OF THE MEMBERSHIP. The first sentence in Section 3. Annual Meeting, is amended as follows:

~~"The annual meeting shall be held at 3:00 P.M., Eastern Standard Time, on the first Thursday in during the month of December of each year....."~~

\*\*\*

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 two-thirds 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 D'Este Court, held on Tuesday, December 18, 2001, at 3:00PM in Fountains Hall.

THE FOUNTAINS OF PALM BEACH  
CONDOMINIUM, INC. NO. 5

By: Robert Lambert  
Robert Lambert, President  
D'Este Court

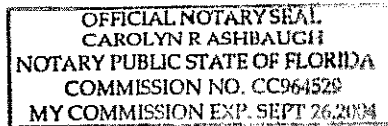
Attest: Elinor Rich  
Elinor Rich, Secretary  
D'Este Court

STATE OF FLORIDA            )  
COUNTY OF PALM BEACH )

The foregoing instrument was acknowledged before me this 21<sup>st</sup> day of January, 2002, by Robert Lambert and Elinor Rich, as President and Secretary, respectively, of THE FOUNTAINS OF PALM BEACH CONDOMINIUM, INC. NO. 5, a Florida not-for-profit corporation. They are personally known to me and did not take an oath.

Carolyn R. Ashbaugh  
Florida Notary

SEAL





CFN 20120517999  
 OR BK 25683 PG 0246  
 RECORDED 12/28/2012 16:30:18  
 Palm Beach County, Florida  
 Sharon R. Bock, CLERK & COMPTROLLER  
 Pg 0246; (1pg)

**AMENDMENT TO THE  
 DECLARATION OF CONDOMINIUM OF  
 THE FOUNTAINS OF PALM BEACH CONDOMINIUM NO. 5**  
 As recorded in Official Record Book 2239, Page 1898  
 Public Records of Palm Beach County, Florida

As used herein (unless substantially reworded), the following shall apply:

- A. Words in the text which are ~~stricken~~ indicate deletions from the present text.
- B. Words in the text which are underlined indicate additions to the present text.
- C. Whenever an ellipsis (...) appears in the text, this indicates that this portion of the present text remains intact to the point where the next typewritten material appears.

**DECLARATION OF CONDOMINIUM**

Amendment to the fifth paragraph under Paragraph A. SALE OR RENTAL OF UNITS-Association and Management Firm to Have First Right of Refusal, of SECTION XI. PROVISIONS RELATING TO SALE OR RENTAL OR OTHER ALIENATION OR MORTGAGING OF CONDOMINIUM UNITS. The following sentence is amended as follows:

“Purchasers other than the Association, are prohibited from renting their unit(s) for one year from the date of purchase.”

WE HEREBY CERTIFY that the above Amendment to the Declaration of Condominium was approved unanimously by the Board of Directors and by not less than 66 2/3% votes of the membership present in person or by proxy (members entitled to vote) with a quorum present at a Special Unit Owner Meeting held on November 29, 2012, at 3:00 PM in Fountains Hall.

THE FOUNTAINS OF PALM BEACH  
 CONDOMINIUM INC. NO. 5

By: *Marvin Skudin*  
 Marvin Skudin, President  
 D'Este Court

Attest: *Grace Mehlhorn*  
 Grace Mehlhorn, Secretary  
 D'Este Court

STATE OF FLORIDA )  
 COUNTY OF PALM BEACH)

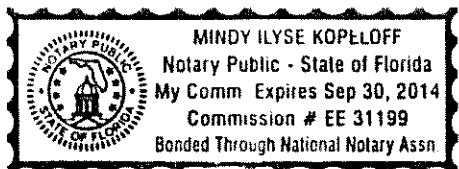
On this 4<sup>th</sup> day of December, 2012, appeared before me, Marvin Skudin and Grace Mehlhorn, as President and Secretary, respectively, of The Fountains of Palm Beach Condominium, Inc. No. 5, a Florida corporation not-for-profit, who are personally known to me, and acknowledge that they executed the foregoing Notice for the purposes therein expressed and did (did not) take an oath.

Witness my hand and seal the day and year last above written.

My Commission Expires:

*Mindy Ilyse Kopeloff*  
 Notary Public

Mindy Ilyse Kopeloff  
 Printed Notary Name





AMENDMENT TO THE  
DECLARATION OF CONDOMINIUM OF  
THE FOUNTAINS OF PALM BEACH CONDOMINIUM NO. 5

As recorded in Official Record Book 2239, Page 1898  
Public Records of Palm Beach County, Florida

JFN 20120008152  
JK BK 24945 PG 1759

As used herein (unless substantially reworded), the following shall apply:

- A. Words in the text which are stricken indicate deletions from the present text.
- B. Words in the text which are underlined indicate additions to the present text.
- C. Whenever an ellipsis (...) appears in the text, this indicates that this portion of the present text remains intact to the point where the next typewritten material appears.

DECLARATION OF CONDOMINIUM

Amendment to the fifth paragraph under Paragraph A. SALE OR RENTAL OF UNITS-Association and Management Firm to Have First Right of Refusal, of SECTION XI. PROVISIONS RELATING TO SALE OR RENTAL OR OTHER ALIENATION OR MORTGAGING OF CONDOMINIUM UNITS. The following sentence is added to the end of this referenced paragraph:

"Purchasers are prohibited from renting their unit(s) for one year from the date of purchase."

WE HEREBY CERTIFY that the above Amendment to the Declaration of Condominium was approved unanimously by the Board of Directors and by not less than 66 2/3% votes of the membership present in person or by proxy (members entitled to vote) with a quorum present at a Special Unit Owner Meeting held on December 22, 2011, at 4:00 PM in Fountains Hall.

THE FOUNTAINS OF PALM BEACH  
CONDOMINIUM, INC. NO. 5-

By: Marvin Skudin  
Marvin Skudin, President  
D'Este Court

Attest: Elaine Barenboim  
Elaine Barenboim, Vice-President  
D'Este Court

STATE OF FLORIDA )  
COUNTY OF PALM BEACH)

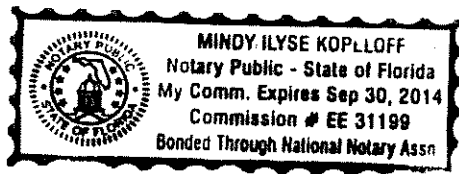
On this 28<sup>th</sup> day of December, 2011, appeared before me, Marvin Skudin and Elaine Barenboim, as President and Vice-President, respectively, of The Fountains of Palm Beach Condominium, Inc. No. 5, a Florida corporation not-for-profit, who are personally known to me, and acknowledge that they executed the foregoing Notice for the purposes therein expressed and did (did not) take an oath.

Witness my hand and seal the day and year last above written.

My Commission Expires:

Mindy Ilyse Kopeloff  
Notary Public

Mindy Ilyse Kopeloff  
Printed Notary Name



AMENDMENT TO THE  
DECLARATION OF CONDOMINIUM OF  
THE FOUNTAINS OF PALM BEACH CONDOMINIUM NO. 5

D'Este Court as recorded in Official Record Book 2239, Page 1898  
Public Records of Palm Beach County, Florida

FN 20140127193  
IR BK 26717 PG 1534  
RECORDED 04/09/2014 14:18:09  
Palm Beach County, Florida  
Sharon R. Bock, CLERK & COMPTROLLER  
Pg 1534; (1pg)

As used herein (unless substantially reworded), the following shall apply:

- A. Words in the text which are ~~stricken~~ indicate deletions from the present text.
- B. Words in the text which are underlined indicate additions to the present text.
- C. Whenever an ellipsis (...) appears in the text, this indicates that this portion of the present text remains intact to the point where the next typewritten material appears.

New language is underlined; deleted language is ~~struck through~~.

DECLARATION OF CONDOMINIUM

Article XI A. Sale and Rental of units is amended as follows:

.....  
Provided, however, no lease or sub-lease shall be for a period less than three (3) months, and said unit shall not be leased more than twice in a calendar year. Units can only be used as a private dwelling. A business cannot be run from any unit. Any person, excepting the Association and any Institutional Lender holding a mortgage on a unit, shall be limited to owning not more than two units in the Condominium at any one time. Purchasers other than the Association are prohibited from renting their unit(s) for one year from the date of purchase.

A prospective lessee is required to place a security deposit in an amount not to exceed the equivalent of one month's rent into an escrow account maintained by the Association. The security deposit shall protect against damages to the common elements or Association property. Payment of interest, claims against deposit, refunds and disputes under this paragraph shall be handled in the same fashion as provided in Part II of Chapter 83 of the Florida Statutes.

WE HEREBY CERTIFY that the above Amendment to the Declaration of Condominium was approved by the Board of Directors and by not less than 66 2/3 % votes of the membership present in person or by proxy (members entitled to vote) with a quorum present at a Special Unit Owner Meeting held on March 27, 2014, at 3:45 PM in Fountains Hall.

THE FOUNTAINS OF PALM BEACH  
CONDOMINIUM, INC. NO. 5


By: *B. Ciancanelli*  
Bernard Ciancanelli, President  
D'Este Court

Attest: *Grace Mehlhorn*  
Grace Mehlhorn, Secretary  
D'Este Court

STATE OF FLORIDA )  
COUNTY OF PALM BEACH)

On this 4 day of April, 2014, appeared before me, Bernard Ciancanelli and Grace Mehlhorn, as President and Secretary, respectively, of The Fountains of Palm Beach Condominium, Inc. No. 5, a Florida corporation not-for-profit, who are personally known to me, and acknowledge that they executed the foregoing Notice for the purposes therein expressed and did (did not) take an oath.

Witness my hand and seal the day and year last above written.

My Commission Expires 3/6/16  


*Joy Keller*  
Notary Public  
*Joy A. Keller*  
Printed Notary Name





CFN 20090141486  
 OR BK 23200 PG 1362  
 RECORDED 04/28/2009 16:35:07  
 Palm Beach County, Florida  
 Sharon R. Bock, CLERK & COMPTROLLER  
 Pgs 1362 - 1363; (2pgs)

Mail to:  
 Fountains Condominium Operations, Inc.  
 4615B Fountains Drive  
 Lake Worth, FL 33461-5065  
 Attention: Joy Keller

AMENDMENT TO THE  
 DECLARATION OF CONDOMINIUM  
 THE FOUNTAINS OF PALM BEACH CONDOMINIUM, NO. 5

As recorded in Official Record Book 2239, Page 1989  
 Public Records of Palm Beach County, Florida

As used herein (unless substantially reworded), the following shall apply:

- A. Words in the text which are ~~stricken~~ through indicate deletions from the present text; and
- B. Words in the text, which are underlined, indicate additions to the present text.
- C. Whenever an ellipsis (...) appears in the text, this indicates that this portion of the present text remains intact to the point where the next typewritten material appears.

DECLARATION OF CONDOMINIUM

Article XI, A. Sale or Rental of Units, Sixth Paragraph:

“Provided, however, no lease or sub-lease shall be for a period less than three (3) months, and said unit shall not be leased more than twice in a calendar year. ~~Provided further, however, each owner shall use such apartment as a private dwelling for himself or herself and his or her immediate family, and for no other purpose including business purposes. Therefore, the leasing of apartments to others as a regular practice for business, speculative investment, or other similar purposes is not permitted.~~ Units can only be used as a private dwelling. A business cannot be run from any unit”. *See attached Amendment recorded on 04/09/14.*

WE HEREBY CERTIFY that the above Amendment to the Declaration of Condominium was approved by the Board of Directors and the affirmative vote of 2/3 of the Association present in person or by proxy at the Special Unit Owner Meeting, held on March 26, 2009, at 3:00pm in Fountains Hall.

THE FOUNTAINS OF PALM BEACH  
CONDOMINIUM, NO. 5

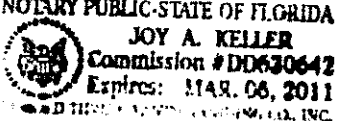

By: Marvin Skudin  
Marvin Skudin, President

Attest: Elaine Barenboim  
Elaine Barenboim, 1<sup>st</sup> Vice-President

STATE OF FLORIDA  
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 10 day of APRIL, 2009, by Marvin Skudin, as President, of THE FOUNTAINS OF PALM BEACH CONDOMINIUM, NO. 5.

Joy Keller  
Florida Notary



(SEAL)  NOTARY PUBLIC-STATE OF FLORIDA  
JOY A. KELLER  
Commission #DD630642  
Expires: MAR. 06, 2011  
BY  THE ATLANTIC NOTARY CO., INC.

Personally Known ✓  
OR Produced Identification \_\_\_\_\_  
Type of Identification Produced \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 13 day of April, 2009, by Elaine Barenboim, as 1<sup>st</sup> Vice-President, of THE FOUNTAINS OF PALM BEACH CONDOMINIUM, NO. 5.

Joy Keller  
Florida Notary

(SEAL)  NOTARY PUBLIC-STATE OF FLORIDA  
JOY A. KELLER  
Commission #DD630642  
Expires: MAR. 06, 2011  
BY  THE ATLANTIC NOTARY CO., INC.

Personally Known ✓  
OR Produced Identification \_\_\_\_\_  
Type of Identification Produced \_\_\_\_\_



FILE NUM 20100212156 OR BOOK/PAGE 2389041801 DATE: 06/08/2010 08:48:05 P g 1801: (1pg)  
Sharon R. Beck, CLERK & COMP TROLLER

AMENDMENT TO THE  
DECLARATION OF CONDOMINIUM OF  
THE FOUNTAINS OF PALM BEACH CONDOMINIUM NO. 5  
As recorded in Official Record Book 2239, Page 1898  
Public Records of Palm Beach County, Florida

As used herein (unless substantially reworded), the following shall apply:

- A. Words in the text which are ~~stricken~~ indicate deletions from the present text.
- B. Words in the text which are underlined indicate additions to the present text.
- C. Whenever an ellipsis (...) appears in the text, this indicates that this portion of the present text remains intact to the point where the next typewritten material appears.

**DECLARATION OF CONDOMINIUM**

Addition to Article XI. PROVISIONS RELATING TO SALE OR RENTAL OR OTHER ALIENATION OR MORTGAGING OF CONDOMINIUM UNITS: A. Sale or Rental of Units.

Paragraph added: A prospective lessee is required to place a security deposit, in an amount not to exceed the equivalent of one month's rent, into an escrow account maintained by the association. The security deposit shall protect against damages to the common elements or association property. Payment of interest, claims against the deposit, refunds, and disputes under this paragraph shall be handled in the same fashion as provided in Part II of Chapter 83 of the Florida Statutes.

WE HEREBY CERTIFY that the above Amendment to the Declaration of Condominium was approved by the Board of Directors and by not less than 66 2/3% votes of the membership present in person or by proxy with a quorum present at a Special Unit Owner Meeting held on June 1, 2010, at 11:00 A.M. in the F.C.O. Conference Room.

THE FOUNTAINS OF PALM BEACH  
CONDOMINIUM NO. 5

By: Elaine Barenboim  
Elaine Barenboim, Vice President  
D'Este Court

Attest: Herbert E. Siegel  
Herbert Siegel, Treasurer  
D'Este Court

STATE OF FLORIDA )  
COUNTY OF PALM BEACH)

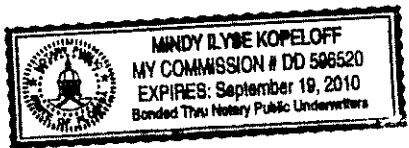
On this 3rd day of June, 2010, appeared before me, Elaine Barenboim, as Vice President and as Treasurer respectively, of The Fountains of Palm Beach Condominium, Inc. No. 5, a Florida corporation not-for-profit, who are personally known to me, and acknowledge that they executed the foregoing Notice for the purposes therein expressed and did (did not) take an oath.

Witness my hand and seal the day and year last above written.

My Commission Expires:

Mindy Lyse Kopeloff  
Notary Public

Mindy Lyse Kopeloff  
Printed Notary Name





AMENDMENT TO THE  
DECLARATION OF CONDOMINIUM OF  
THE FOUNTAINS OF PALM BEACH CONDOMINIUM NO. 5

As recorded in Official Record Book 2239, Page 1898  
Public Records of Palm Beach County, Florida

Sharon R. Bock, CLERK & COMPTROLLER

As used herein (unless substantially reworded), the following shall apply: Pg 0618; (1pg)

- A. Words in the text which are ~~stricken~~ indicate deletions from the present text.
- B. Words in the text which are underlined indicate additions to the present text.
- C. Whenever an ellipsis (...) appears in the text, this indicates that this portion of the present text remains intact to the point where the next typewritten material appears.

DECLARATION OF CONDOMINIUM

1. ARTICLE XI. of the Declaration, entitled Provisions relating to sale or rental or other alienation or mortgaging of condominium units: A. Sale or Rental of Units is amended as follows:

*Amended to 700 5/21/13*

...  
~~Upon leasing a Unit, the lessee shall have a credit rating score of 660 or higher. Upon purchasing a Unit, the purchaser shall have a credit rating score of 660 or higher at the time the Unit is purchased. Failure of a lessee or purchaser to have the required credit rating score at the time of entering into the lease or at the time of purchase of the Unit, shall be grounds for the Association to disapprove the lease or sale of the Unit.~~

WE HEREBY CERTIFY that the above Amendment to the Declaration of Condominium was approved unanimously by the Board of Directors and by not less than 66 2/3% votes of the membership present in person or by proxy (members entitled to vote) with a quorum present at a Special Unit Owner Meeting held on February 28, 2012, at 2:45 PM in Fountains Hall.

THE FOUNTAINS OF PALM BEACH  
CONDOMINIUM, INC. NO. 5

By: *Marvin Skudin*  
Marvin Skudin, President  
D'Este Court

Attest: *Grace Mehlhorn*  
Grace Mehlhorn, Secretary  
D'Este Court

STATE OF FLORIDA )  
COUNTY OF PALM BEACH)

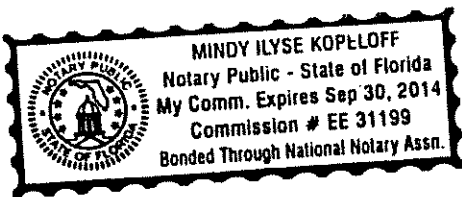
On this 5<sup>th</sup> day of March, 2012, appeared before me, Marvin Skudin and Grace Mehlhorn, as President and Secretary, respectively, of The Fountains of Palm Beach Condominium, Inc. No. 5, a Florida corporation not-for-profit, who are personally known to me, and acknowledge that they executed the foregoing Notice for the purposes therein expressed and did (did not) take an oath.

Witness my hand and seal the day and year last above written.

My Commission Expires:

*Mindy Ilyse Kopeloff*  
Notary Public

*Mindy Ilyse Kopeloff*  
Printed Notary Name



CFN 20110164466  
JR BK 24509 PG 0706

AMENDMENT TO THE  
DECLARATION OF CONDOMINIUM OF  
THE FOUNTAINS OF PALM BEACH CONDOMINIUM NO. 5

As recorded in Official Record Book 2239, Page 1898  
Public Records of Palm Beach County, Florida

Pg 0706; (1pg)

As used herein (unless substantially reworded), the following shall apply:

- A. Words in the text which are ~~stricken~~ indicate deletions from the present text.
- B. Words in the text which are underlined indicate additions to the present text.
- C. Whenever an ellipsis (...) appears in the text, this indicates that this portion of the present text remains intact to the point where the next typewritten material appears.

DECLARATION OF CONDOMINIUM

Addition to: Article XI. PROVISIONS RELATING TO SALE OR RENTAL OR OTHER ALIENATION OR MORTGAGING OF CONDOMINIUM UNITS: A. Sale or Rental of Units.

*deleted 64 amendment recorded 3/10/12*

Paragraph added: Upon leasing a Unit, the lessee shall have a credit rating score of 675 or higher. Upon purchasing a Unit, the purchaser shall have a credit rating score of 675 or higher at the time the Unit is purchased. Failure of a lessee or purchaser to have the required credit rating score at the time of entering into the lease or at the time of purchase of the Unit, shall be grounds for the Association to disapprove the lease or sale of the Unit.

WE HEREBY CERTIFY that the above Amendment to the Declaration of Condominium was approved unanimously by the Board of Directors and by not less than 66 2/3% votes of the membership present in person or by proxy (members entitled to vote) with a quorum present at a Special Unit Owner Meeting held on April 28, 2011, at 2:30 PM in Fountains Hall.

THE FOUNTAINS OF PALM BEACH  
CONDOMINIUM, INC. NO. 5

By: *Marvin Skudin*  
Marvin Skudin, President  
D'Este Court

Attest: *Grace Mehlhorn*  
Grace Mehlhorn, Secretary  
D'Este Court

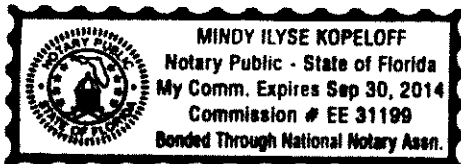
STATE OF FLORIDA )  
COUNTY OF PALM BEACH)

On this 2<sup>nd</sup> day of May, 2011, appeared before me, Marvin Skudin and Grace Mehlhorn, as President and Secretary, respectively, of The Fountains of Palm Beach Condominium, Inc. No. 5, a Florida corporation not-for-profit, who are personally known to me, and acknowledge that they executed the foregoing Notice for the purposes therein expressed and did (did not) take an oath.

Witness my hand and seal the day and year last above written.

My Commission Expires:

*Mindy Ilyse Kopeloff*  
Notary Public



Mindy Ilyse Kopeloff  
Printed Notary Name

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

CFN 20040223920  
OR BK 16847 PG 0399  
RECORDED 04/22/2004 13:38:31  
Palm Beach County, Florida  
Dorothy H Wilken, Clerk of Court

**AMENDMENT TO THE  
DECLARATION OF CONDOMINIUM  
OF  
THE FOUNTAINS OF PALM BEACH CONDOMINIUM, INC. NO. 5**

As recorded in Official Record Book 2239, Page 1898  
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 ARTICLE XIII., USE AND OCCUPANCY. The following wording is **removed** from the first paragraph:

~~“In recognition of the Fair Housing Act and any amendments thereto, it is the intent of this qualifying Condominium Association to comply with the following subdivision provisions:~~

- ~~1. That occupancy of a unit must be by at least one (1) person 55 years of age or older per unit, except for the following exceptions:~~
  - ~~a. Heirs of a deceased unit owner.~~
  - ~~b. Surviving younger spouse and/or companion.~~
  - ~~c. A “forced” guardianship or foster parent.”~~

\*\*\*

WE HEREBY CERTIFY that the above amendment was approved by a majority of the members of the Board of Directors and the affirmative vote of two-thirds of the total membership of this Association, present in person and by Proxy (which is the sufficient number as required by the documents), at a Special Unit Owner Meeting held on Thursday, March 25, 2004, at 1:30PM in the F.C.O. Conference Room.

THE FOUNTAINS OF PALM BEACH  
CONDOMINIUM, INC. NO. 5

By: \_\_\_\_\_

Robert Lambert, President  
D’Este Court

Attest \_\_\_\_\_

Elinor Rich, Secretary  
D’Este Court

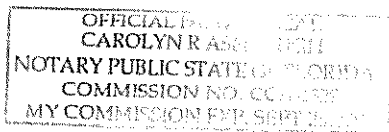
(Continued)

STATE OF FLORIDA            )  
COUNTY OF PALM BEACH )

The foregoing instrument was acknowledged before me this 7<sup>th</sup> day of April, 2004, by Robert Lambert and Elinor Rich, as President and Secretary, respectively, of THE FOUNTAINS OF PALM BEACH CONDOMINIUM, INC. NO. 5, a Florida not-for-profit corporation. They are personally known to me and did not take an oath.

Carolyn R. Ashbaugh  
Florida Notary

SEAL



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

May-11-2001 10:07am 01-193127  
ORB 12544 Pg 256  
I AM NOT A LAWYER AND THIS IS NOT A LEGAL OPINION. I AM ONLY A COMPUTER PROGRAM.

AMENDMENT TO THE  
DECLARATION OF CONDOMINIUM  
OF  
THE FOUNTAINS OF PALM BEACH CONDOMINIUM, INC. NO. 5

As recorded in Official Record Book 2239, Page 1898  
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

- I. Amendment to SECTION XIII., USE AND OCCUPANCY. The following wording is added to the first paragraph:

"In recognition of the Fair Housing Act and any amendments thereto, it is the intent of this qualifying Condominium Association to comply with the following subdivision provisions:

- I. That occupancy of a unit must be by at least one (1) person 55 years of age or older per unit, except for the following exceptions:
  - a. Heirs of a deceased unit owner.
  - b. Surviving younger spouse and/or companion.
  - c. A 'forced' guardianship or foster parent."

\*\*\*

WE HEREBY CERTIFY that the above Amendment was approved by the unanimous vote of all members of the Board of Directors and the affirmative vote of the majority of the total membership of this Association, present in person and by Proxy (which is the sufficient number as required by the documents), at a Special Unit Owner Meeting, held on Thursday, April 19, 2001, at 3:00PM in Fountains Hall.

THE FOUNTAINS OF PALM BEACH  
CONDOMINIUM, INC. NO. 5

By: 

Robert Lambert, President,  
D'Este Court

(Continued)



Attest: Harold Cederbaum  
Harold Cederbaum, Secretary  
D'Este Court

STATE OF FLORIDA )  
COUNTY OF PALM BEACH )

The foregoing instrument was acknowledged before me this 25th day of April, 2001, by Robert Lambert and Harold Cederbaum, as President and Secretary, respectively, of THE FOUNTAINS OF PALM BEACH CONDOMINIUM, INC. NO. 5, a Florida not-for-profit corporation. They are personally known to me and did not take an oath.

Carolyn R. Ashbaugh  
Florida Notary

SEAL

OFFICIAL NOTARY SEAL  
CAROLYN R ASHBAUGH  
NOTARY PUBLIC STATE OF FLORIDA  
COMMISSION NO. CC964529  
MY COMMISSION EXP. SEPT 26, 2004



This Instrument Prepared by:  
 ROD TENNYSON, ESQ.  
 1450 Centrepark Blvd. Suite 100  
 West Palm Beach, FL 33401

CFN 20060088975  
 OR BK 19925 PG 1823  
 RECORDED 02/13/2006 15:21:27  
 Palm Beach County, Florida  
 Sharon R. Bock, CLERK & COMPTROLLER  
 Pgs 1823 - 1825; (3pgs)

Amendment to the Declaration of Condominium of  
 THE FOUNTAINS OF PALM BEACH  
 CONDOMINIUM, INC. NO. 5

As Recorded in Official Record Books, Public Records of Palm Beach County, Florida in

**Official Record Book 2239, Pages 1898-1968,**

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.
- C. Whenever an ellipsis (. . .) appears in the text this indicates that this portion of the present text remains intact to the point where the next typewritten material appears.

Article XIV of the Declaration of Condominium entitled "MAINTENANCE AND ALTERATIONS" is amended as follows

.....

C. Each unit owner agrees as follows:

1. To maintain in good condition and repair his unit and all interior surfaces within his unit, and the entire interior of his unit and to maintain and repair the fixtures and equipment therein, which includes but is not limited to the following, where applicable - air conditioning and heating unit, including condenser and all appurtenances thereto wherever situated, and hot water heater, refrigerator, stove, and all other appliances, drains, plumbing

fixtures and connections, sinks, all plumbing and waterlines within the unit, electric panels, electric wiring and electric outlets and fixtures within the unit; interior doors of any type or nature including sliding door(s) where applicable, ~~windows, screening and glass~~, all exterior doors, and pay for his electricity and telephone. Water and sewage utilities; the repair, maintenance and replacement of windows, screening and fixed glass; and the painting of the exterior of exterior doors shall all be a part of the common expenses of the Condominium. Where a unit is carpeted, the cost of maintaining and replacing the carpeting shall be borne by the owner of said unit. Limited common elements shall be maintained, cared for and preserved as provided in Article XV of this Declaration.

.....  
.....

F. The Association shall be responsible for the maintenance, repair and replacement of the common elements, and all portions of the Condominium property not required to be maintained, repaired and/or replaced by the unit owner(s); however, said responsibility has been undertaken by the Management Firm, as long as the Management Agreement remains in effect, as provided in the Management Agreement attached hereto as Exhibit No. 5. Water and sewage utilities; the repair, maintenance and replacement of windows, screening and fixed glass; and the painting of the exterior of exterior doors shall all be a part of the common expenses of the Condominium.

.....

WE HEREBY CERTIFY that the above Amendments were approved by Unit Owners owning in excess of 50 % of the Units in the Condominium and by not less than 100% of the Board of Directors of the Association at the Special Meeting of membership held on JANUARY 31, 2006.

THE FOUNTAINS OF PALM BEACH CONDOMINIUM, INC. NO.

5

By: Walter Schuder  
President

Attest: Jane McMan  
Secretary

STATE OF FLORIDA :  
:  
COUNTY OF PALM BEACH :

On this 2nd day of February, 2006 personally appeared Walter Schneider as President and Hance Mehlhorn, as Secretary of THE FOUNTAINS OF PALM BEACH CONDOMINIUM, INC. NO. 5, a Florida corporation not-for-profit, on behalf of the corporation. They are personally known to me, or produced the following identification \_\_\_\_\_ and did/did not take an oath.



Gina L. Beno  
\_\_\_\_\_  
Notary Public  
\_\_\_\_\_

Printed Notary Name  
My Commission expires: 5/11/09



Mail to:  
 Fountains Condominium Operations, Inc.  
 4615 Fountains Drive, Suite B  
 Lake Worth, FL 33467

CFN 20120518000  
 OR BK 25683 PG 0247  
 RECORDED 12/28/2012 16:30:18  
 Palm Beach County, Florida  
 Sharon R. Bock, CLERK & COMPTROLLER  
 Pgs 0247 - 249; (3pgs)

**AMENDMENT TO THE  
 DECLARATION OF CONDOMINIUM OF  
 THE FOUNTAINS OF PALM BEACH CONDOMINIUM NO. 5**

D'Este Court as recorded in Official Record Book 2239, Page 1898  
 Public Records of Palm Beach County, Florida

As used herein (unless substantially reworded), the following shall apply:

- A. Words in the text which are stricken indicate deletions from the present text.
- B. Words in the text which are underlined indicate additions to the present text.
- C. Whenever an ellipsis (...) appears in the text, this indicates that this portion of the present text remains intact to the point where the next typewritten material appears.

New language is underlined; deleted language is ~~struck-through~~.

**EXHIBIT "A"  
 AMENDMENTS TO THE DECLARATION OF CONDOMINIUM  
 OF  
 THE FOUNTAINS OF PALM BEACH CONDOMINIUM, INC. NO. 5  
 ("DECLARATION")**

1. The Preamble to the Declaration shall be amended by the deletion of the following clauses:

~~WHEREAS, The Fountains of Palm Beach Condominium, Inc. No. 5 ("D'Este Court") is part of the Fountains country club community featuring the amenities of Fountains Country Club, Inc. ("Country Club"); and~~

~~WHEREAS, the value of the units in D'Este Court and the lifestyle of the residents is positively influenced by Country Club amenities being maintained in an attractive and first class manner; and~~

~~WHEREAS, the Board of Directors of D'Este Court ("Association") has observed a trend whereby an increasing number of owners in the Fountains country club community, including D'Este Court Owners, have elected to discontinue their memberships in, or have elected not to join, the Country Club; and~~

~~WHEREAS, it is the judgment of the Board of Directors of Association that such a trend, if permitted to continue, may ultimately threaten the financial ability of Country Club to maintain its amenities in an attractive and first class manner; and, further, that the financial inability of Country Club to maintain its amenities may adversely impact the values of D'Este Court Owners' Units and the quality of residents' lifestyles in D'Este Court; and~~

~~WHEREAS, Association has the responsibility to take actions necessary to preserve the value of D'Este Court Owners' Units and the quality of lifestyle of the residents of D'Este Court; and~~

~~WHEREAS, every Unit Owner took title to a Unit at D'Este Court subject to the knowledge that the Declaration could be amended, from time to time, with the requisite approval vote of the D'Este Court Owners; and~~

~~WHEREAS, the Board of Directors of Association, applying its business judgment, after examination and investigation has determined that the D'Este Court Owners should be permitted to vote upon amendments to the Declaration which, in conjunction with similar amendments to other governing documents to be adopted by the residents in Fountains South and Fountains North, would:~~

~~(a) not disturb the non-affiliated status of those D'Este Court Owners who are presently not members of Country Club, for so long as those D'Este Court Owners maintain their present non-affiliated status; and~~

~~(b) require all persons or entities who become D'Este Court Owners after the date of adoption of these Amendments to become members of Country Club;~~

New language is underlined; deleted language is struck through.

~~the foregoing being a reasonable method to ensure that the Country Club amenities, which are a basic feature of the entire Fountains country club community, are maintained in an attractive and first class manner in order to enhance the value of D'Este Court Owners' Units and the quality of lifestyles at D'Este Court;~~

2. Article I, Section N of the Declaration, is hereby amended as follows:

~~N. Unit Owner or Owner of a Unit, or Parcel Owner, means the owner of a Condominium parcel. as of the date of recordation of these Amendments in the Public Records of Palm Beach County, Florida ("Effective Date"). After the Effective Date, no person(s) or entity shall acquire title to and become a Unit Owner of a Unit as provided herein unless the person(s) or entity shall comply with Article XIII, Section A of this Declaration. Notwithstanding the foregoing, the following shall not be deemed a transfer of an interest under this Declaration requiring compliance with Article XIII, Section A: (a) a surviving spouse obtaining title by operation of law; (b) a former spouse obtaining title by operation of a final decree or judgment of divorce; or (c) family member(s) obtaining title directly or as beneficiaries by means of a bona fide family planning device.~~

3. Article I, Section W is hereby deleted from the Declaration as follows:

~~W. Country Club means and refers to Fountains Country Club, Inc. ("Country Club") located within the Fountains country club community, and the facilities, properties and improvements appurtenant thereto.~~

4. Article I of the Declaration is hereby amended as follows:

~~For purposes of clarification, and with the express intention of making no modification to the assessment provisions of this Declaration, the following is provided: Notwithstanding any term herein to the contrary, the financial obligations of Country Club membership and other direct obligations of a Unit Owner to the Country Club as provided for in Article XIII, Section A of this Declaration shall not be a Common Expense hereunder.~~

5. Article XIII of the Declaration is hereby amended by the deletion of the following paragraphs:

~~A. COUNTRY CLUB MEMBERSHIP. A person or a corporation, partnership, trust or other entity obtaining title to a Unit is required, as a condition of being a Unit Owner in D'Este Court, to become a member of Country Club. The requirements for membership in Country Club shall be as set forth in Country Club's governing documents, as they may be amended from time to time.~~

~~B. Notwithstanding the foregoing, the operation and effectiveness of Article XIII, Section A shall be conditioned upon: (a) the right of Unit Owners who are members of Country Club as of the Effective Date, to step down to Social Tennis Membership or Charter Social Membership status from Golf Membership status without such Unit Owner members being limited by any minimum number of Golf Memberships; and (b) the criteria for Country Club membership for the transferee of title to a Unit being ministerial only: i.e., limited to; (i) providing requisite information as may be reasonably required for Country Club records; (ii) filling out a standard application; and (iii) payment of the necessary sums as may be required by the Country Club from time to time.~~

~~C. Unit Owners of record, as evidenced by deeds or other instruments of conveyance recorded in the Public Records of Palm Beach County, Florida, who are not members of Country Club as of the Effective Date (defined in Article I, Section N herein) are not required to become members of Country Club. However, when such Unit Owners who are not members of Country Club purport to convey their Units, the grantees of such conveyances, together with the grantees of all other Unit Owners, shall be required to comply with Article XIII, Section A.~~

~~D. Nothing herein shall repeal or affect the right of any current Owner, or new purchaser of a Unit in this condominium, to acquire a Charter Social Membership from the Country Club under the terms and conditions of the "Settlement Agreement Affecting Membership in Fountains Country Club", recorded in Official Records Book 6149, Page 200, et seq., of the Public Records of Palm Beach County, Florida.~~

~~E. A Mortgagee of Record acquiring title to a unit as a result of foreclosing a mortgage on a Unit or deed in lieu of foreclosure, shall not be required to become a member of Country Club. The purchaser of a Unit from such a Mortgagee of Record, where seller Mortgagee of Record has acquired title to a Unit as a result of foreclosing a mortgage on the Unit or deed in lieu of foreclosure, shall be~~

New language is underlined; deleted language is struck through.

~~subject to the requirement of becoming a member of Country Club and complying with Article XIII, Section A.~~

~~F. If Association acquires title to a Unit as a result of foreclosing a lien or deed in lieu of foreclosure, the Association shall not be subject to the requirement of becoming a member of Country Club; provided, however, the purchaser of a Unit from the Association shall be subject to the requirement of becoming a member of Country Club and complying with Article XIII, Section A.~~

~~G. If the Country Club acquires title to a Unit, the Country Club shall not be subject to the requirement of becoming a member of Country Club; provided however, the purchaser of a Unit from the Country Club shall be subject to the requirement of becoming a member of Country Club and complying with Article XIII, Section A.~~

~~H. A purchaser who acquires title to a Unit at a duly advertised public sale conducted by the clerk of the court, sheriff, or county tax collector, with open bidding provided by law (e.g. execution sale, foreclosure sale, judicial sale, or tax sale), shall be subject to the requirement of becoming a member of Country Club and complying with Article XIII, Section A.~~

6. Article XI, Section A of the Declaration is hereby amended by the deletion of the following paragraph:

~~If the Association does not approve the sale of a Unit because the intended purchaser or transferee has not complied with Article XIII, Section A of this Declaration, then the proposed sale or transfer shall not take place. If the Association shall disapprove a transfer of an interest in a Unit for any reason other than non-compliance with Article XIII, Section A, the provisions of Article XI, Section A shall apply.~~

WE HEREBY CERTIFY that the above Amendment to the Declaration of Condominium was approved unanimously by the Board of Directors and by not less than 66 2/3% votes of the membership present in person or by proxy (members entitled to vote) with a quorum present at a Special Unit Owner Meeting held on November 29, 2012, at 3:00 PM in Fountains Hall.

THE FOUNTAINS OF PALM BEACH  
CONDOMINIUM, INC. NO. 5

By: *Marvin Skudin*  
Marvin Skudin, President  
D'Este Court

Attest: *Grace Mehlhorn*  
Grace Mehlhorn, Secretary  
D'Este Court

STATE OF FLORIDA            )  
COUNTY OF PALM BEACH)

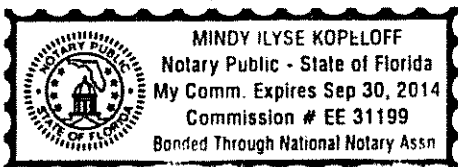
On this 4<sup>th</sup> day of December, 2012, appeared before me, Marvin Skudin and Grace Mehlhorn, as President and Secretary, respectively, of The Fountains of Palm Beach Condominium, Inc. No. 5, a Florida corporation not-for-profit, who are personally known to me, and acknowledge that they executed the foregoing Notice for the purposes therein expressed and did (did not) take an oath.

Witness my hand and seal the day and year last above written.

My Commission Expires:

*Mindy Ilyse Kopeloff*  
Notary Public

Mindy Ilyse Kopeloff  
Printed Notary Name





*Mandatory Membership*

Mail to: *Repealed in Amendment Record*  
Fountains Condominium Operations, Inc. *12/28/12*  
4615B Fountains Drive  
Lake Worth, Florida 33467-5065 *Copy Attached . . . .*

01/05/2004 14:57:51 20040005896  
DR BK 16400 PG 0109  
Palm Beach County, Florida

**AMENDMENTS TO THE  
DECLARATION OF CONDOMINIUM  
OF  
THE FOUNTAINS OF PALM BEACH CONDOMINIUM, INC. NO. 5**

As recorded in Official Record Book 2239, Page 1898  
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~~ indicate deletions from the present text.
- B. Words in the text which are double-underlined indicate additions to the present text.

\*\*\*

WE HEREBY CERTIFY that the **attached amendments** were approved by the unanimous vote of all members of the Board of Directors and the affirmative vote of the majority of the total membership of this Association, present in person and by Proxy (which is the sufficient number as required by the documents), at a Special Unit Owner Meeting, held on Monday, November 24, 2003, at 1:15PM in Fountains Hall.

THE FOUNTAINS OF PALM BEACH  
CONDOMINIUM, INC. NO. 5

By: *Robert Lambert*  
Robert Lambert, President  
D'Este Court

Attest: *Elinor Rich*  
Elinor Rich, Secretary  
D'Este Court

(Continued)

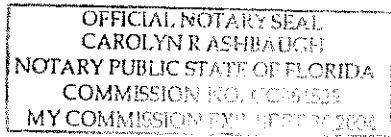


STATE OF FLORIDA )  
COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me this 26th day of November, 2003, by Robert Lambert and Elinor Rich, as President and Secretary, respectively, of THE FOUNTAINS OF PALM BEACH CONDOMINIUM, INC. NO. 5, a Florida not-for-profit corporation. They are personally known to me and did not take an oath.

Carolyn R. Ashbaugh  
Florida Notary

SEAL



Attachments:

Amendments to the Declaration of Condominium

1. The Preamble to the Declaration shall be amended by the addition of the following clauses:

WHEREAS, The Fountains of Palm Beach Condominium, Inc. No. 5 ("D'Este Court") is part of the Fountains country club community featuring the amenities of Fountains Country Club, Inc. ("Country Club"); and

WHEREAS, the value of the Units in D'Este Court and the lifestyle of the residents is positively influenced by Country Club amenities being maintained in an attractive and first class manner; and

WHEREAS, the Board of Directors of D'Este Court ("Association") has observed a trend whereby an increasing number of owners in the Fountains country club community, including D'Este Court Owners, have elected to discontinue their memberships in, or have elected not to join, the Country Club; and

WHEREAS, it is the judgment of the Board of Directors of Association that such a trend, if permitted to continue, may ultimately threaten the financial ability of Country Club to maintain its amenities in an attractive and first class manner; and, further, that the financial inability of Country Club to maintain its amenities may adversely impact the values of D'Este Court Owners' Units and the quality of residents' lifestyles in D'Este Court; and

WHEREAS, Association has the responsibility to take actions necessary to preserve the value of D'Este Court Owners' Units and the quality of lifestyle of the residents of D'Este Court; and

New language is double underlined; deleted language is ~~struck through~~.

WHEREAS, every Unit Owner took title to a Unit at D'Este Court subject to the knowledge that the Declaration could be amended, from time to time, with the requisite approval vote of the D'Este Court Owners; and

WHEREAS, the Board of Directors of Association, applying its business judgment, after examination and investigation has determined that the D'Este Court Owners should be permitted to vote upon amendments to the Declaration which, in conjunction with similar amendments to other governing documents to be adopted by the residents in Fountains South and Fountains North, would:

(a) not disturb the non-affiliated status of those D'Este Court Owners who are presently not members of Country Club, for so long as those D'Este Court Owners maintain their present non-affiliated status; and

(b) require all persons or entities who become D'Este Court Owners after the date of adoption of these Amendments to become members of Country Club;

the foregoing being a reasonable method to ensure that the Country Club amenities, which are a basic feature of the entire Fountains country club community, are maintained in an attractive and first class manner in order to enhance the value of D'Este Court Owners' Units and the quality of lifestyles at D'Este Court;

NOW, THEREFORE, the following amendments to the Declaration are adopted:

2. Article I, Section N of the Declaration, is hereby amended as follows:

N. Unit Owner or Owner of a Unit, or Parcel Owner, means the owner of a Condominium parcel as of the date of recordation of these Amendments in the Public Records of Palm Beach County, Florida ("Effective Date"). After the Effective Date, no person(s) or entity shall acquire title to and become a Unit Owner of a Unit as provided herein unless the person(s) or entity shall comply with Article XIII, Section A of this Declaration. Notwithstanding the foregoing, the following shall not be deemed a transfer of an interest under this Declaration requiring compliance with Article XIII, Section A: (a) a surviving spouse obtaining title by operation of law; (b) a former spouse obtaining title by operation of a final decree or judgment of divorce; or (c) family member(s) obtaining title directly or as beneficiaries by means of a bona fide family planning device.

New language is double underlined; deleted language is ~~struck through~~.

3. Article I, new Section W is hereby added to the Declaration as follows:

W. Country Club means and refers to Fountains Country Club, Inc. ("Country Club") located within the Fountains country club community, and the facilities, properties and improvements appurtenant thereto.

4. Article I of the Declaration is hereby amended by the addition of the following new paragraph:

For purposes of clarification, and with the express intention of making no modification to the assessment provisions of this Declaration, the following is provided: Notwithstanding any term herein to the contrary, the financial obligations of Country Club membership and other direct obligations of a Unit Owner to the Country Club as provided for in Article XIII, Section A of this Declaration shall not be a Common Expense hereunder.

5. Article XIII of the Declaration is hereby amended by the addition of the following new paragraphs:

A. COUNTRY CLUB MEMBERSHIP. A person or a corporation, partnership, trust or other entity obtaining title to a Unit is required, as a condition of being a Unit Owner in D'Este Court, to become a member of Country Club. The requirements for membership in Country Club shall be as set forth in Country Club's governing documents, as they may be amended from time to time.

B. Notwithstanding the foregoing, the operation and effectiveness of Article XIII, Section A shall be conditioned upon: (a) the right of Unit Owners who are members of Country Club as of the Effective Date, to step down to Social Tennis Membership or Charter Social Membership status from Golf Membership status without such Unit Owner members being limited by any minimum number of Golf Memberships; and (b) the criteria for Country Club membership for the transferee of title to a Unit being ministerial only: i.e., limited to: (i) providing requisite information as may be reasonably required for Country Club records; (ii) filling out a standard application; and (iii) payment of the necessary sums as may be required by the Country Club from time to time.

C. Unit Owners of record, as evidenced by deeds or other instruments of conveyance recorded in the Public Records of Palm Beach County, Florida, who are not members of Country Club as of the Effective Date (defined in Article I, Section N herein) are not required to become members of Country Club. However, when such Unit Owners who are not members of Country

New language is double underlined; deleted language is ~~struck through~~.

Club purport to convey their Units, the grantees of such conveyances, together with the grantees of all other Unit Owners, shall be required to comply with Article XIII, Section A.

D. Nothing herein shall repeal or affect the right of any current Owner, or new purchaser of a Unit in this condominium, to acquire a Charter Social Membership from the Country Club under the terms and conditions of the "Settlement Agreement Affecting Membership in Fountains Country Club" recorded in Official Records Book 6149, Page 200 et seq. of the Public Records of Palm Beach County, Florida.

E. A Mortgagee of Record acquiring title to a Unit as a result of foreclosing a mortgage on a Unit or deed in lieu of foreclosure, shall not be required to become a member of Country Club. The purchaser of a Unit from such a Mortgagee of Record, where seller Mortgagee of Record has acquired title to a Unit as a result of foreclosing a mortgage on the Unit or deed in lieu of foreclosure, shall be subject to the requirement of becoming a member of Country Club and complying with Article XIII, Section A.

F. If Association acquires title to a Unit as a result of foreclosing a lien or deed in lieu of foreclosure, the Association shall not be subject to the requirement of becoming a member of Country Club; provided, however, the purchaser of a Unit from the Association shall be subject to the requirement of becoming a member of Country Club and complying with Article XIII, Section A.

G. If the Country Club acquires title to a Unit, the Country Club shall not be subject to the requirement of becoming a member of Country Club; provided, however, the purchaser of a Unit from the Country Club shall be subject to the requirement of becoming a member of Country Club and complying with Article XIII, Section A.

H. A purchaser who acquires title to a Unit at a duly advertised public sale conducted by the clerk of the court, sheriff, or county tax collector, with open bidding provided by law (e.g. execution sale, foreclosure sale, judicial sale, or tax sale), shall be subject to the requirement of becoming a member of Country Club and complying with Article XIII, Section A.

6. Article XI, Section A of the Declaration is hereby amended by the addition of the following new paragraph at the beginning thereof:

If the Association does not approve the sale of a Unit because the intended purchaser or transferee has not complied with Article XIII, Section A of this Declaration, then the proposed sale or transfer shall not take place. If the Association shall disapprove a transfer of an interest in a Unit for any reason other than non-compliance with Article XIII, Section A, the provisions of Article XI, Section A shall apply.

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

MAY-18-1998 11:17am 98-183588  
ORB 10406 Pg 1585  
I

AMENDMENT  
TO THE DECLARATION OF CONDOMINIUM  
OF  
THE FOUNTAINS OF PALM BEACH CONDOMINIUM, INC. NO. 5

As recorded in Official Record Book 2239, Page 1898  
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.

1. ARTICLE XIX, entitled MISCELLANEOUS PROVISIONS, Paragraph S, third subparagraph, is amended as follows:

Except as otherwise provided herein, No right shall ever accrue to the public from the said parking street and access easements referred to above and said easements shall endure to January 1st, 2070, and thereafter for successive periods of ten (10) years unless sooner terminated by a recorded document duly executed and recorded by the persons required in the Public Records of Palm Beach County, Florida. Said easements may be terminated in whole or in part prior to January 1st, 2070, and thereafter upon the joint consent of the Developer and Recreation Owner, their successors and assigns, and the owners of all the lands which are entitled to the use of said easements, except where all or portions of said lands shall have been submitted to Condominium ownership, the Condominium Association(s) responsible for the operation and management of said Condominium(s) are irrevocably appointed and

(Continued)

(Continued)

authorized by the Condominium parcel owners to execute said instrument and the execution of said instrument by the Condominium parcel owners shall not be required. The foregoing parking street and access easements shall be subject to such easements as may be required for drainage, utility service and waterwell service for sprinkler system(s) easements as the Developer and, where applicable, the Recreation Owner may hereafter deem necessary and the Developer and, where applicable, the Recreation Owner shall have the right in its sole discretion to grant such foregoing easements over, upon, across and under said easement areas as it deems necessary and the consent of no other party shall be required. The unit owners of this Condominium shall be responsible for and pay the ad valorem taxes and other taxes of any type or nature as to those portions of the Condominium property that are subject to being parking street easements, and the cost of maintaining the parking street easements and landscaping within the Condominium.

The cost of maintaining the access easement and the landscaping within said access easement, where applicable, and ad valorem taxes on same, and other taxes thereon of any type and nature, shall be paid by all the Associations or similar parties who are parties to Membership and Use Agreements within The Fountains of Palm Beach Condominium Complex which are similar to Exhibit No. 4 attached hereto, and said parties shall share the cost of same in the same manner and proportions as they share the common expenses under said Membership and Use Agreement. ~~Members of The Golf and Racquet Club of Palm Beach shall not share any portion of the expenses for ad valorem taxes, maintenance and costs, including landscaping as to parking street easement or access easement areas unless they are members of a Condominium Association or similar parties who are parties to a Membership and Use Agreement similar to Exhibit No. 4 attached hereto.~~ The Board of Directors of the Condominium Association may allow limited public access over said access easement for persons who are not residents of The Fountains Community, but who are current or future members of the Golf and Racquet Club of Palm Beach. Provided, however, the Board of Directors of the Condominium Association may only grant said limited public access on the condition said current and future nonresident members contribute their fair share of the costs of maintaining said access easement as determined by the Board of Directors.

2. ARTICLE XI, entitled PROVISIONS RELATING TO SALE OR RENTAL OR OTHER ALIENATION OR MORTGAGING OF CONDOMINIUM UNITS, Section A, seventh paragraph, is amended as follows:

(Continued)

Where a-Corporate-Entity-an Institutional First Mortgagee, as defined herein, is the owner of a unit, it may designate the occupants of the units as it desires and for such period of time as it desires, without compliance with the Provisions of Section A of this Article XI. The foregoing shall not be deemed an assignment or subleasing of a unit, and shall be deemed to be in compliance with the provisions of the first paragraph of Article XIII of this Declaration. Provided, however, no corporation or other business entity (except an Institutional First Mortgagee) may hold title to a unit without first submitting the name and address of the proposed occupants of the unit to the Association for review as provided herein. After title has been acquired said corporation or other business entity may allow new occupants but only after said occupants have been submitted to the Association for approval prior to occupancy.

\*\*\*

WE HEREBY CERTIFY that the above Amendments were approved by not less than two-thirds (2/3rds) votes of the total membership of the Association present in person or by Proxy at the Annual Meeting of the Unit Owners, held on Monday, December 29, 1997, at 3:00PM in Fountains Hall, at which a quorum was present.

THE FOUNTAINS OF PALM BEACH  
CONDOMINIUM, INC. NO. 5

By: Robert Lambert  
Robert Lambert, President

Attest: Herbert Feierstein  
Herbert Feierstein, Secretary

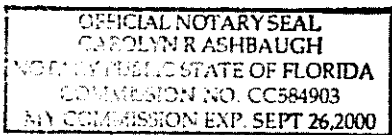
STATE OF FLORIDA )  
COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me this 8th day of May, 1998, by Robert Lambert and Herbert Feierstein, as President and Secretary, respectively, of THE FOUNTAINS OF PALM BEACH CONDOMINIUM, INC. NO. 5, a Florida not-for-profit corporation. They are personally known to me and did not take an oath.

SEAL

Carolyn R. Ashbaugh  
Notary

CAROLYN R. ASHBAUGH





*4615 Se Fountains Dr.  
Lake Worth, Fl. 33467*

Amendments

ORB 6777 Pg 830

to the

Declaration of Condominium

of

THE FOUNTAINS OF PALM BEACH CONDOMINIUM NO. 5

As Recorded in Official Records,

Palm Beach County, Florida:

Book 2239, Page 1898

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.

C. Whenever an ellipsis (. . .) appears in the text this indicates that this portion of the present text remains intact to the point where the next typewritten material appears.

1. Article VII. of the Declaration of Condominium entitled 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 Voting Members casting not less than ~~three-fourths (3/4ths)~~ two-thirds (2/3rds), or a majority if the full Board of Directors has unanimously approved the amendment, of the total vote ~~of the members of the Association of members of the Association present in person or by proxy at said meeting~~, provided a quorum is present.

2. Article VIII. of the Declaration of Condominium entitled BY-LAWS is amended as follows:

No modification of or Amendment to the By-Laws of said Association shall be valid unless set forth in or annexed to a duly recorded Amendment to this Declaration. ~~The By-Laws may be amended in the manner provided for therein~~ The By-Laws may be amended in the same manner as Amendments to the Declaration provided in Article VII., but no Amendment to said By-Laws shall be adopted which would affect or impair the validity or priority of any

mortgage covering any Condominium Parcel(s), or which would change the provisions of the By-Laws with respect to Institutional Mortgages, without the written approval of all Institutional Mortgagees of record. No Amendment shall change the rights and privileges of the Recreation Owner without the Recreation Owner's written approval. ~~No Amendment shall change the rights and privileges of the Developer without the Developer's written approval, nor the rights and privileges of the Management Firm without the Management Firm's written approval, however the requirement for the Developer's and Management Firm's written approval as herein provided shall terminate as of December 31, 1979, or sooner at the option of the Developer and Management Firm.~~ Any Amendment to the By-Laws as provided herein, shall be executed by the parties as required in this Article and in Article VII above, and said Amendment shall be recorded in the Public Records of the County in which this Condominium is located.

3. ARTICLE X. of the Declaration of Condominium entitled ASSESSMENTS is amended as follows:

X.

#### ASSESSMENTS

Assessments and installments that are unpaid for over ~~ten (10)~~ twenty (20) days after due date shall bear interest at the rate of ~~ten percent (10%)~~ eighteen percent (18%) per annum from due date until paid, ~~and at the sole discretion of the Management Firm and/or the Board of Directors, a late charge of Ten Dollars (\$10.00) per assessment and installment shall be due and payable in addition thereto.~~ Regular assessments shall be due and payable monthly on the first (1st) of each month.

Assessments, accrued interest, late fees, and attorney's fees and costs incurred in collection thereof shall be part of the Association's lien against the condominium parcel. However, in addition to these unpaid assessments, interest and attorney's fees, the Board of Directors of the Association shall have the authority to impose a late fee against any unit owner in arrears on their assessments not to exceed the greater of \$25.00 or 5% of the assessment for each delinquent payment.

The Association may impose a fine on any unit owner in violation of this Declaration, the By-Laws or rules of the Association, provided such fine shall not exceed fifty dollars (\$50.00). Said fine shall not be a lien against the condominium parcel. Prior to the imposition of any such fine, the Board of Directors shall first give not less than a fourteen (14) day notice to the unit owner in violation and shall give said unit owner the opportunity for a hearing before the Board before the imposition of any such fine.

4. Article XI. of the Declaration of Condominium entitled PROVISIONS RELATING TO SALE OR RENTAL OR OTHER ALIENATION OR MORTGAGING OF CONDOMINIUM UNITS is amended as follows:

. . .

The Board of Directors of the Association and ~~the-Management-Firm~~, within ~~ten-(10)-~~ twenty (20) days after receiving such notice and such supplemental information as is required by the Board of Directors ~~or-Management-Firm~~, shall either consent to the transaction specified in said notice, or by written notice to be delivered to the unit owner's unit (or mailed to the place designated by the unit owner in his notice), designate the Association, ~~or the-Management-Firm~~, who are is willing to purchase, lease or rent, upon the same terms as those specified in the unit owner's notice, or object to the sale, leasing or renting to the prospective purchaser, tenant or lessee, for good cause, which cause need not be set forth in the notice from the Board of Directors ~~and-Management-Firm~~ to the unit owner. However, the Association ~~and-the-Management firm~~ shall not unreasonably withhold its consent to the prospective sale, rental or lease. The Association may charge a fee for reviewing any application for sale, rental or lease not to exceed \$100.00 per application. No approval shall be given for any prospective lease or purchase if the unit owner is in arrears on any assessments.

. . .

5. Article XIII. of the Declaration of Condominium entitled USE AND OCCUPANCY is amended as follows:

The owner of a unit shall occupy and use his unit as a single family private dwelling, for himself and the members of his family and his social guests, and for no other purpose. No unit shall be used as permanent occupancy for more than two (2) persons per bedroom (i.e. maximum of two (2) persons permanent occupancy for one-bedroom; maximum four (4) persons permanent occupancy for two-bedrooms; and maximum six (6) persons permanent occupancy for three (3) bedroom condominium unit.

. . .

No animals or pets of any kind shall be kept in any unit or on any property of the Condominiums, Provided, however, specially trained dogs for legally handicapped owners or occupants of the condominium shall be allowed to reside in the condominium unit and use condominium common areas. ~~except-with-the-written-consent-of and-subject-to-the-Rules-and-Regulations-adopted-by the-Management-Firm-for-the-keeping-of-said-pets, as-long-as-the-Management-Agreement-remains-in effect,-and-thereafter-the-Board-of-Directors, provided-that-they-are-not-kept,-bred-or-maintained for-any-commercial-purposes-and-further-provided that-such-house-pets-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~~

~~Management-Firm-or-the-Board-of-Directors-of-the Association.---Once-permission-is-granted,-as-provided-in-this-paragraph,-it-may-not-be-withdrawn-or terminated-unless-such-house-pet-has-caused-or created-a-nuisance-or-unreasonable-disturbance-as provided-in-this-paragraph.---Pets-shall-not-be permitted-upon-the-recreation-facilities-within-the Condominium-unless-a-portion-thereof-is-designated as-the-area-for-pets-to-relieve-themselves. Pets shall not be permitted upon the recreation area(s) and facilities under the Membership and Use Agreement.~~

. . .

No trucks, recreational vehicles, motorcycles, non-passenger vans or unsightly or inoperable vehicles may be parked on condominium properties, except during daytime hours when required by visiting repairmen or service personnel. Unsightly vehicles are defined to be vehicles with substantial rust, peeling paint or fabric, leaking oil, torn upholstery, or broken and dented body parts. No vehicles may be parked on condominium properties that are loaded with materials for commercial purposes.

. . .

6. Article XIV. C. of the Declaration of Condominium is amended as follows:

. . .

6. With the exception of ground floor level units, no unit owner shall replace existing flooring material (including tile or parquet) with any new flooring material, except carpet, without first obtaining approval from the Board of Directors. The approval of any such new flooring material shall be based upon its proven sound characteristics and installation procedures so as to minimize sound transmission to other units.

7. Article XV. of the Declaration of Condominium entitled LIMITED COMMON ELEMENTS is amended as follows:

XV.

LIMITED COMMON ELEMENTS

. . .

~~The-Developer-shall-have-the-right-to-construct,-at-such-specific-locations-within-the parking-area-as-designated-on-Exhibit-No.-1-of-this Declaration,-at-its-sole-discretion,-such-number-of covered-parking-spaces-as-it-determines-within-one (1)-year-from-the-date-of-this-Declaration.---Each covered-parking-space-shall-bear-an-identifying letter-or-number,-and-no-covered-parking-space shall-bear-the-same-identifying-letter-or-number-as any-other-covered-parking-space-or-uncovered-parking-space.---Each-covered-parking-space-is-a-limited common-element-and-the-Developer-shall-have-the right-to-designate-the-use-of-a-specific-covered parking-space-to-a-unit-owner-for-his-exclusive-use said-designation-shall-be-made-in-an-instrument-of conveyance-by-the-Developer-having-the-same-format-~~

ity as a Deed, and same shall be recorded in the Public Records of Palm Beach County, Florida. The unit owner who is designated to have the exclusive use of a covered parking space may, thereafter, subject to the provisions of Article X of this Declaration, sell and assign the exclusive use of said covered parking space, not only to the purchaser of his unit, but he may sell, convey and assign the exclusive use of said covered parking space to the unit owner of another unit in this Condominium, subject to the terms hereof. The unit owner who has the right to the exclusive use of a covered parking space shall be responsible for the maintenance, care and preservation of said covered parking space, except the paving shall be deemed as a part of the common expenses of the Association. The Management Firm, as long as the Management Agreement remains in effect, and the Board of Directors of the Association shall have the right to additionally assess each unit owner who has the exclusive use of a covered parking space, a specific sum to be paid to the Management Firm and the Association, as said Management Firm and Board of Directors of the Association determine in their sole discretion, which sum shall be in addition to the assessment of the common expenses of the Condominium, as provided in this Declaration and Exhibits thereto, and notwithstanding the duty of said unit owner who has the exclusive use of a covered parking space to maintain same, as provided herein, it shall be maintained by the Management Firm and, thereafter, the Association at said unit owner's expense, and in the event the regular assessments for the maintenance of said covered parking space are insufficient, the Management Firm and the Association shall have the right to specially assess the unit owner who has the use of a covered parking space. The provisions of Article XIV-B shall apply hereto where a unit owner fails to maintain the limited common elements assigned to his exclusive use, as required in this Declaration, and as otherwise provided in said Article.

As to uncovered parking spaces, the Management Firm, as long as the Management Agreement remains in effect, and thereafter, the Board of Directors of the Association shall may assign specific uncovered parking spaces to the unit owners in this Condominium. All uncovered parking spaces are located within the parking area shown and designated on Exhibit No. 1 attached hereto. The assignment of an uncovered parking spaces shall not be recorded in the Public Records of Palm Beach County. The Management Firm, as long as the Management Agreement remains in effect, and thereafter, the Board of Directors of the Association may shall have the right to change the assignment of such specific uncovered parking spaces from time to time as to the unit owners in this Condominium as it deems advisable in its sole discretion. Each Condominium unit shall be entitled to the exclusive use of one (1) uncovered parking space, however, where a unit has been assigned the exclusive use of a covered parking space, it shall not be entitled to an uncovered parking space. A portion of the uncovered parking spaces may be for the use of guest parking and/or additional parking spaces for Condominium units in this Condominium as determined by and pursuant to the Rules and Regulations adopted by the Management Firm, as long as the Management Agreement remains in effect, and the Board of Directors of the Association. Each uncovered

parking space may be is given an identifying number of or letter and provided no uncovered parking space bears the same identifying number of or letter as any other uncovered parking space or covered parking space. ~~The number of letter and location of each uncovered parking space is not set forth on the Survey Exhibit attached hereto as Exhibit No. 1. When a specific uncovered parking space is assigned to a unit owner, it shall be deemed a limited common element for the exclusive use of said unit owner, subject, however, to the foregoing provisions as to the right to change assignments.~~ The term "unit owner" as used in this Article shall mean and include said unit owner's lessee or the occupant of a unit where said party is occupying said unit in place of the unit owner.

Where a unit owner, lessee or occupant thereof is not using said unit's designated parking space for any period of time, it shall so advise the ~~Management Firm, as long as the Management Agreement remains in effect and thereafter, the Association referred to above, and the Management Firm and the Association referred to above~~ shall have the right to authorize the use of said parking space during such periods of time to such party and under such terms and conditions as they determine, and said unit owner shall not be entitled to any compensation therefor.

8. Article XVIII. of the Declaration of Condominium entitled MANAGEMENT AGREEMENT is amended as follows:

XVIII.

MANAGEMENT AGREEMENT

The Association has may enter entered into a Management Agreement, ~~a copy of which is annexed hereto as Exhibit No. 5 and made a part hereof.~~

~~Each unit owner, his heirs, successors and assigns, shall be bound by said Management Agreement for the purposes therein expressed, including but not limited to:~~

~~A. Adopting, ratifying, confirming and consenting to the execution of said Management Agreement by the Association.~~

~~B. Covenanteeing and promising to perform each and every of the covenants, promises and undertakings to be performed by unit owners in the cases provided therefor in said Management Agreement.~~

~~C. Ratifying, confirming and approving each and every provision of said Management Agreement, and acknowledging that all of the terms and provisions thereof are reasonable.~~

~~D. Agreeing that the persons acting as Directors and Officers of the Association entering into such an Agreement have not breached any of their duties or obligations to the Association.~~

~~E. It is specifically recognized that some or all of the persons comprising the original Board of Directors and Officers of the Association, are or may be stockholders, officers and directors of the Management Firm, and that such circumstance shall not and cannot be construed or considered as a~~

~~breach-of-their-duties-and-obligations-to-the Association, nor as possible grounds to invalidate such Management Agreement, in whole or in part.~~

~~F. The acts of the Board of Directors and Officers of the Association in entering into the Management Agreement, be and the same are hereby ratified, approved, confirmed and adopted.~~

9. Article XIX. H. of the Declaration of Condominium is hereby amended as follows:

H. Whenever notices are required to be sent hereunder, the same may be delivered to unit owners, either personally or by mail, addressed to such unit owners at their place of residence in the Condominium, unless the unit owner has, by written notice duly receipted for, specified a different address. Proof of such mailing or personal delivery by the Association or Management Firm shall be given by the Affidavit of the person mailing or personally delivering said notices. Notices to the Association shall be delivered by mail to the Secretary of the Association, at the Secretary's residence in the Condominium, or in case of the Secretary's absence, then the President of the Association at his residence in the Condominium, and in his absence, any member of the Board of Directors of the Association. The change of the mailing address of any party as specified herein shall not require an Amendment to this Declaration.

~~Notices to the Developer shall be delivered by mail at: 6844 Lake Worth Road, Lake Worth, Florida 33460.~~

~~Notices to the Management Firm shall be delivered by mail at: 6844 Lake Worth Road, Lake Worth, Florida 33460.~~

~~Notices to the Recreation Owner shall be delivered by mail at: 6844 Lake Worth Road, Lake Worth, Florida 33460.~~

T. ~~The Developer shall have the right in its sole discretion to construct a gate house on the private road known as "Fountain Drive" in the area where said road joins with Lake Worth Road (a public dedicated road) and a gate house on the private road known as "Fountain Drive" in the area where said road joins or will join with "Jog Road" (a public dedicated road); and said Developer shall have the right to construct such gate house or houses as aforescribed at such time as it determines, in its sole discretion, and said gate house(s) shall be of such size, plan and design as Developer determines; however, this right of the Developer shall automatically terminate as of December 31, 1979. The Developer may provide vehicle for the use of members of the Associations formed to operate the Condominiums in The Fountains of Palm Beach Condominium Complex and the owners of real property within the Complex which may not be Condominiums but are apartment buildings, townhouses, villas, garden apartments, houses, or any other similar residential building, as it determines in its sole discretion, including their lessees, etc., and the cost of purchasing said vehicle or vehicles shall be at the expense of the Developer; however, the Developer, in its sole~~

~~discretion, shall determine what number of vehicles, if more than one (1), should be purchased, and the make and design. The Management Firm, as long as the Management Agreement remains in effect, and thereafter, t~~ The Associations formed to operate the Condominium Complex, and other parties as hereinbefore set forth in this paragraph, shall determine whether to employ Security Guards, which includes the number thereof, hours, wages, etc., and where ~~the Developer furnishes a vehicle or vehicles, said Management Firm, as long as the Management Agreement remains in effect, and thereafter, the Associations and other parties referred to in this paragraph,~~ shall determine whether to operate said ~~vehicle or vehicles~~ for the benefit of the Complex and, as to the schedule of same, employees, etc., and all of the costs and expenses of any type and nature, including ad valorem taxes or other taxes of any type or nature as to said guard house(s), shall be shared by the aforesaid parties in the same manner and proportion as they share the common expenses under the Membership and Use Agreement attached hereto as Exhibit No. 4. All of the costs and expenses, as set forth in this Paragraph T, and in the preceding paragraph, shall be deemed common expenses of each Condominium within The Fountains of Palm Beach Condominium Complex and expenses of such other non-Condominium properties as specified hereinbefore in this paragraph and expenses and assessments therefor, shall have the same effect and be enforceable as liens, as provided under Article VI. and Article X. of this Declaration and Exhibit No. 4 attached hereto. The costs and expenses as provided in this paragraph and in the preceding paragraph as to access easements and landscaping thereon and ad valorem taxes and taxes of any type or nature as to the gate house(s), and the cost and expenses of the maintenance and repair of said gate house(s), and the cost and expense of the vehicle(s) including employees, insurance, gasoline, oil, repair and maintenance, and replacement and the cost and expenses of security guards shall be shared as hereinbefore provided, and same shall be shared by all other Associations in The Fountains. ~~parties re-additional properties as determined solely in the discretion of the Developer and Recreation Owner, however, said parties shall share same, if applicable, in the same manner as all other parties. As previously provided in this paragraph, the Management Firm shall determine the matters and things set forth in this paragraph except for those items to be determined by the Developer, and said absolute right shall continue for the term of the Management Agreement and any renewal thereof, and thereafter t~~ The decision as to security guards, employees for, and the operation of the vehicle(s) hereinbefore referred to, shall be determined as to whether or not to have security guards and for what period of time, and whether or not to operate said vehicle(s) and on what schedule, etc., by the Association formed to operate the Condominiums in The Fountains of Palm Beach Condominium Complex and the owners of real property within the Complex which may not be Condominiums, but are apartment buildings, townhouses, villas, garden apartments, houses, or any other similar residential building, and ~~such additional properties and parties as determined by the Developer,~~ and the Budget and assessments therefore upon the following basis:



Each Association and entity sharing the expenses shall appoint one (1) person who shall exercise the rights, duties and privileges, including the right of determination as to the matters hereinbefore set forth, and each person so appointed shall have the same number of votes as one ~~(1) vote~~ ~~regardless of~~ the number of units, apartments or residences in the Condominium or non-Condominium property involved. Where the party referred to hereinbefore is a Corporation, its Board of Directors shall designate the person who shall have the authority previously specified; however, in the absence of a specific designation, the President of said Corporation shall be deemed the party designated. All matters set forth herein shall be determined by the weighted vote (based on their respective number of units) vote of a majority of those present at a meeting duly called by an representative person, provided notice of said meeting stating the time and place thereof is mailed or delivered to each representative not less than ten (10) nor more than thirty (30) days prior to such meeting and said notice shall specify the purpose of same. Proxies shall not be permitted and the action of said representative persons shall be binding on all parties, subject to there being a weighted vote of a ~~majority of~~ the parties present, provided a simple majority of the representative members are present at said meeting. Should there be a deadlock upon any matter, the Recreation Owner, its heirs, successors and assigns, shall be informed of same and it shall cast the determining vote. The Recreation Owner, its successors and assigns, shall not be responsible at law or in any manner whatsoever for its vote and the consequences thereof, it being understood and agreed that the foregoing is to provide an expeditious way of overcoming a deadlock of the parties. ~~During the period of time the Developer and/or Management Firm control the determination of the matters set forth in this Article XIX F above, the Developer guarantees that the monthly cost to each unit owner for the matters set forth herein shall not exceed Ten Dollars (\$10.00).~~

. . .

W. The parties acknowledge that the Developer, its successors and assigns or designees, may install a Master Television Antenna System which shall be owned by the Associations formed to operate the Condominiums in The Fountains of Palm Beach Condominium Complex, and the owners of real property within the Complex which may not be Condominiums, and the maintenance, costs and expenses of same, including CATV, of any type and nature shall may be shared by the aforesaid parties in the same manner and proportion as they share common expenses as provided in Exhibit "A" attached to this Declaration of Condominium. The parties, however, further acknowledge that ~~Developer, its successor and assigns or designees,~~ the Association may contract for CATV or other allied or similar type use, and in such event, the parties agree that the Association ~~Developer, its successors and assigns or designees,~~ may use the cables, wires, lines, and all the equipment of any type and nature used for the Master Television Antenna System to accomplish the CATV hookup, ~~and Developer may make such charge monthly or otherwise as it determines to each unit owner or others who wish to contract for CATV or other allied or similar type programming, and all of such income shall be the property of the~~

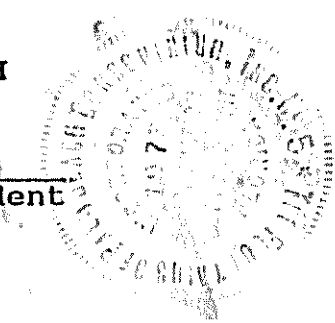
Developer, its successor and assigns or designees. The Association hereby grants to the Developer and the Developer herein hereby retains an easement through, over, upon, across and under this Condominium property and units therein, in order to install and maintain the facilities of CATV or other allied or similar type use, and the same includes the right of the Developer to install such equipment of any type or nature required for said purposes upon the Condominium Property and units therein and the further right of the Developer to enter upon the Condominium property for the purpose of maintaining and repairing said equipment and facilities. The Developer shall have the right to assign its rights hereunder to another party.

I HEREBY CERTIFY that the above Amendment was approved by the affirmative vote of Voting Members casting not less than three-fourths (3/4ths) of the total vote of the members of the Association at the membership meeting held on March 7, 1991.

THE FOUNTAINS OF PALM BEACH  
CONDOMINIUM, INC. NO. 5

By: Irwin Klein  
Irwin Klein, President

Attest: Herbert Feierstein  
Herbert Feierstein, Secretary

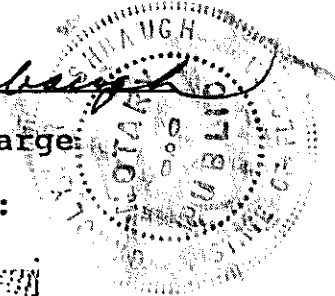


STATE OF FLORIDA :  
:  
COUNTY OF PALM BEACH:

BEFORE ME, the undersigned authority, this 20th day of March, 1991, personally appeared Irwin Klein and Herbert Feierstein, to me known to be the President and Secretary, respectively of THE FOUNTAINS OF PALM BEACH CONDOMINIUM, INC. NO. 5, who being by me first duly cautioned and sworn upon oath, have acknowledged before me that they have executed this instrument as such President and Secretary, and that said instrument is the free act and deed of said ASSOCIATION.

Carolyn R. Ashbaugh  
Notary Public  
State of Florida at Large

My Commission Expires:



This Instrument Prepared By:  
ROD TENNYSON, ESQ.  
1801 Australian Ave. So.  
Suite 101  
West Palm Beach, FL 33409

NOTARY PUBLIC STATE OF FLORIDA  
MY COMMISSION EXP. SEPT. 26, 1992  
BONDED THRU GENERAL INS. UND.

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Amendment

to the

Declaration of Condominium

of

THE FOUNTAINS OF PALM BEACH CONDOMINIUM NO. 5

As Recorded in Official Records,

Palm Beach County, Florida:

Book 2239, Page 1898

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.

C. Whenever an ellipsis (. . .) appears in the text this indicates that this portion of the present text remains intact to the point where the next typewritten material appears.

1. Article XI. of the Declaration of Condominium entitled PROVISIONS RELATING TO SALE OR RENTAL OR OTHER ALIENATION OR MORTGAGING OF CONDOMINIUM UNITS is amended as follows:

. . .

The sub-leasing or sub-renting of a unit owner's interest shall be subject to the same limitations as are applicable to the leasing or renting thereof. Provided, however, no lease or sub-lease shall be for a period less than three (3) months, and said unit shall not be leased more than twice in a calendar year. Provided further, however, each owner shall use such apartment as a private dwelling for himself or herself and his or her immediate family, and for no other purpose including business purposes. Therefore, the leasing of apartments to others as a regular practice for business, speculative investment, or other similar purposes is not permitted. ~~The-Management-Firm, as long-as-the-Management-Agreement-remains-in-effect, and-thereafter,~~ the The Board of Directors' approval of the lease or sublease form to be used shall be required. After approval, as herein set forth, entire units may be rented provided the occupancy is only by the Lessee, his family and guests. No individual rooms may be rented and no transient tenants may be accommodated.

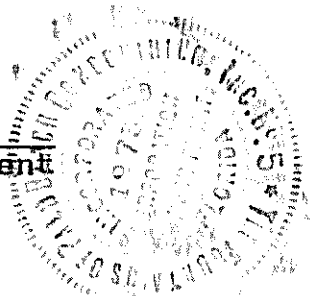
*Fountains Condo  
4675 So Fountains Dr. ✓  
Lake Walk H. 33467*

I HEREBY CERTIFY that the above Amendment was approved by the affirmative vote of Voting Members casting not less than three-fourths (3/4ths) of the total vote of the members of the Association at the membership meeting held on March 7, 1991.

THE FOUNTAINS OF PALM BEACH  
CONDOMINIUM, INC. NO. 5

By: Irwin Klein  
Irwin Klein, President

Attest: Herbert Feierstein  
Herbert Feierstein, Secretary



STATE OF FLORIDA :  
:  
COUNTY OF PALM BEACH:

BEFORE ME, the undersigned authority, this 20th day of March, 1991, personally appeared Irwin Klein and Herbert Feierstein, to me known to be the President and Secretary, respectively of THE FOUNTAINS OF PALM BEACH CONDOMINIUM, INC. NO. 5, who being by me first duly cautioned and sworn upon oath, have acknowledged before me that they have executed this instrument as such President and Secretary, and that said instrument is the free act and deed of said ASSOCIATION.

Carolyn R. Osbrough  
Notary Public  
State of Florida at Large

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA  
MY COMMISSION EXP. SEPT. 26, 1992  
BONDED THRU GENERAL INS. UND.

This Instrument Prepared By:  
ROD TENNYSON, ESQ.  
1801 Australian Ave. So.  
Suite 101  
West Palm Beach, FL 33409

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AMENDMENT TO DECLARATION OF CONDOMINIUM OF  
THE FOUNTAINS OF PALM BEACH CONDOMINIUM NO. 5

WHEREAS, the Declaration of Condominium of THE FOUNTAINS OF PALM BEACH CONDOMINIUM NO. 5 was duly recorded in Official Records Book 2239, commencing at Page 1898, of the Public Records of Palm Beach County, Florida; and,

WHEREAS, the ROBINO-LADD COMPANY, a Delaware Corporation, as the Developer under the aforescribed Declaration of Condominium and Exhibits attached thereto, and as the recreation owner under the Membership and Use Agreement referred to in the aforesaid Declaration of Condominium and Exhibits attached thereto (being the recreation owner specified in the Membership and Use Agreement which is Exhibit No. 4 to the aforescribed Declaration of Condominium), and THE FOUNTAINS MANAGEMENT COMPANY, INC., a Florida Corporation, as the Management Firm referred to under the aforescribed Declaration of Condominium and Exhibits attached thereto (being the Management Firm specified in the Management Agreement which is Exhibit No. 5 to the aforescribed Declaration of Condominium), and THE FOUNTAINS OF PALM BEACH CONDOMINIUM, INC. NO. 5, a Florida Corporation, not for profit, as the Condominium Association responsible for the operation of the aforescribed Condominium, pursuant to the aforescribed Declaration of Condominium and Exhibits attached thereto, and SUNNYSIDE FORD MART, INC., as the owner of record of Condominium Unit and Parcel No. 104-4728 D'Este Court; and JOSEPH WATERS and RUTH WATERS, his wife, as the owners of record of Condominium Unit and Parcel No. 104-4272 D'Este Court; and the Developer aforescribed, as the owner of record of Condominium Unit and Parcel No. 104-4266 D'Este Court; and NATALIE W. ROSENBERG, as the owner of record of Condominium Unit and Parcel No. 104-4248 D'Este Court, joined by BENJAMIN ROSENBERG, her husband; and the Developer aforescribed, as the owner of record of Condominium Unit and Parcel No. 104-4242 D'Este Court, as desirous of amending the aforescribed Declaration of Condominium.

NOW, THEREFORE, in consideration of the premises and of One Dollar and other good and valuable considerations, each to the other in hand paid, the receipt whereof is hereby acknowledged, all of the parties specified in the preceding paragraph covenant and agree as follows:

*Page missing*  
1. That Exhibit No. 1 to the Declaration of Condominium of THE FOUNTAINS OF PALM BEACH CONDOMINIUM NO. 5, as to Sheets 5, 6, 9, 10 and 11, which were recorded in Official Records Book 2239 at Pages 1927, 1928, 1931, 1932, and 1933 respectively, in the Public Records of Palm Beach County, Florida, be deleted in their entirety, and Exhibit No. 1 attached to this Amendment to the Declaration of Condominium shall be substituted therefore as to Sheets 5, 6, 9, 10 and 11.

2. That the Certificate of the registered Land Surveyor attached to this Declaration of Condominium as a part of Exhibit No. 1 is in compliance with the requirements of the Florida Statute 711 Et. Seq., and the legend and notes contained within said Exhibit, in their entirety, are incorporated in the aforescribed Declaration of Condominium and made a part thereof by reference.

3. The parties agree that the term "Condominium Unit", where used throughout this Amendment, shall mean "Condominium Parcel", as defined in the aforescribed Declaration of Condominium; and the parties further

*30.60*  
This Instrument Was Prepared By:  
EDWARD S. RESNICK, ATTORNEY  
Abrams, Anton, Robbins, Resnick &  
Schneider, P. A.  
P. O. Box 650 - Hollywood, Florida  
33022

agree that "Exhibit A" to the aforescribed Declaration of Condominium was correct as recorded.

4. This Amendment is required by virtue of the fact that Sheets 5, 6, 9, 10 and 11 of Exhibit No. 1 to the aforescribed Declaration of Condominium, prepared by Adair and Brady, Incorporated, Registered Land Surveyors in the State of Florida, were prepared in error - the error being the location, dimensions and size of Units 104 and 105 - 4278 D'Este Court, Unit 104 and 105 - 4272 D'Este Court, Unit 104 and 105 - 4266 D'Este Court, Units 104 and 105 - 4248 D'Este Court, and Units 104 and 105 - 4242 D'Este Court. Sheets 5, 6, 9, 10 and 11 of Exhibit No. 1 attached to this Amendment properly sets forth the location, dimensions and size of the Units hereinbefore described, as well as the limited common elements of said Units. (There are two terraces abutting each of the aforescribed Units 104 which are limited common elements for the exclusive use of the Unit said terraces abut). The aforescribed Units 105, although indicated as Condominium Units pursuant to the Note on the applicable Sheet to said Exhibit, are common element storage areas containing individual bins to be assigned by the Condominium Association. A portion of each Unit 105 aforescribed, may include therein air-conditioning duct work and other utilities for the use and benefit of the adjoining unit 104, and by virtue of this Amendment, where such is the case, a valid easement for encroachment and maintenance of same is granted hereby until the parties in interest - i. e., the owner(s) of each Unit 104 and the Condominium Association jointly agree otherwise, and the Owner(s) of each Unit 104 and said Owner's designee(s) shall have access to said utilities over, through and across each of said Units 105.

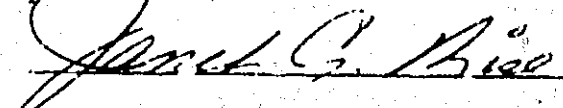
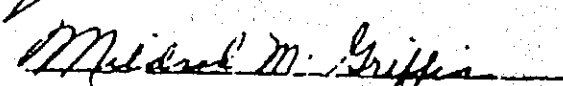
5. FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF LAKE WORTH, FIRST NATIONAL BANK AND TRUST CO., and HOME FEDERAL SAVINGS AND LOAN ASSOCIATION OF PALM BEACH, as the owners and holders of mortgage liens encumbering various units in this Condominium, join in the execution of this Amendment for the sole purpose of approving same. The Condominium Association, by virtue of its execution of this Amendment hereby represents that the aforescribed parties are the sole owners and holders of mortgages of record at this time encumbering Condominium Units in this Condominium.

6. That in all other respects, the aforesaid Declaration of Condominium, together with Exhibits attached thereto, recorded in Official Records Book 2237, commencing at Page 1898, of the Public Records of Palm Beach County, Florida, shall remain in its original form as recorded, and in full force and effect, except as amended by this Amendment to Declaration of Condominium.

THE FOUNTAINS OF PALM BEACH CONDOMINIUM, INC. NO. 5, a Florida Corporation not for profit, by its execution of this Amendment instrument, through its President and Secretary, hereby certify that said instrument was duly adopted pursuant to the Declaration of Condominium of THE FOUNTAINS OF PALM BEACH CONDOMINIUM NO. 5, and the By-Laws of the said THE FOUNTAINS OF PALM BEACH CONDOMINIUM, INC. NO. 5, and said President and Secretary were authorized and directed to execute this Amendment to Declaration of Condominium.

IN WITNESS WHEREOF, the Corporations specified below have caused these presents to be signed by their proper Officers, and their Corporate Seals to be affixed, this 29th day of October, 1974.

Signed, sealed and delivered in the presence of:

THE ROBINO-LADD COMPANY

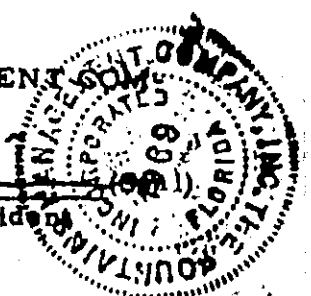
By:   
Robert S. Robinson, President



Frank C. Hise  
Mildred M. Griffin

THE FOUNTAINS MANAGEMENT COMPANY, INC.

By: Robert S. Robinson  
Robert S. Robinson, President



Frank C. Hise  
Mildred M. Griffin

THE FOUNTAINS OF PALM BEACH CONDOMINIUM, INC. NO. 5

By: Robert S. Robinson  
Robert S. Robinson, President



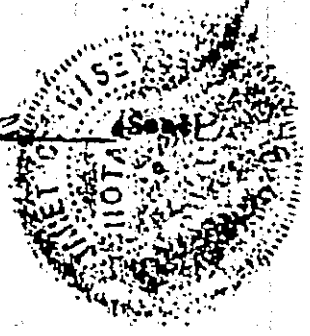
Attest: Irving Cure  
Irving Cure, Secretary

STATE OF FLORIDA )  
COUNTY OF BROWARD ) ss:

I HEREBY CERTIFY that on this day personally appeared before me, the undersigned authority authorized to administer oaths and take acknowledgments, ROBERT S. ROBINSON, as President of THE ROBINO-LADD COMPANY, a Delaware Corporation, as President of THE FOUNTAINS MANAGEMENT COMPANY, INC., a Florida Corporation, and as President of THE FOUNTAINS OF PALM BEACH CONDOMINIUM, INC. NO. 5, a Florida Corporation not for profit, and also personally appeared before me, IRVING CURE, as Secretary of THE FOUNTAINS OF PALM BEACH CONDOMINIUM, INC. NO. 5, a Florida Corporation not for profit, and they acknowledged to and before me that they executed the foregoing Amendment to Declaration of Condominium as such Officers of said Corporations, and that the Seals affixed thereto are the Corporate Seals of said Corporations, and that same were affixed to said instrument by due and regular Corporate authority, and that said instrument was duly executed for the purposes therein expressed.

WITNESS my hand and official seal, at the State and County aforesaid, this 29th day of October, 1974.

Frank C. Hise  
NOTARY PUBLIC  
State of Florida at Large



My commission expires:  
NOTARY PUBLIC, STATE OF FLORIDA at Large  
MY COMMISSION EXPIRES JUN. 15, 1978  
BONDED THRU GENERAL INSURANCE UNDERWRITERS

IN WITNESS WHEREOF, the individuals specified below have hereunto set their hands and seals, this 10th day of December, 1974.

Signed, sealed and delivered in the presence of:

James C. Rice  
(Witness as to both parties)

Natalie Rosenberg (Seal)  
NATALIE W. ROSENBERG

Patricia O. Jones  
Witness as to both parties

Benjamin Rosenberg (Seal)  
BENJAMIN ROSENBERG

STATE OF Florida  
COUNTY OF Palm Beach:

I HEREBY CERTIFY that on this day personally appeared before me, the undersigned authority authorized to administer oaths and take acknowledgments, NATALIE W. ROSENBERG, joined by BENJAMIN ROSENBERG, her husband, to me well known to be the individuals described in and who executed the foregoing Amendment to Declaration of Condominium of THE FOUNTAINS OF PALM BEACH CONDOMINIUM NO. 5, and they acknowledged to and before me that they executed the same freely and voluntarily for the purposes therein expressed.

WITNESS my hand and official seal, at the State and County aforesaid, this 10th day of December, 1974.

James C. Rice  
NOTARY PUBLIC



My commission expires:

NOTARY PUBLIC, STATE OF FLORIDA at Large  
MY COMMISSION EXPIRES JULY 22, 1978  
BONDED THRU GENERAL INSURANCE UNDERWRITERS



IN WITNESS WHEREOF, the undersigned have caused the foregoing Amendment to Declaration of Condominium of THE FOUNTAINS OF PALM BEACH CONDOMINIUM NO. 5, to be signed by its proper Officers, and its Corporate Seal to be affixed, this 19<sup>th</sup> day of November, 1974.

Signed, sealed and delivered in the presence of:

Jackie Callahan  
Janice Norhard

FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF LAKE WORTH

By: M. C. Hamblin Asst. Vice President  
Attest: Velma Smith Asst. Secretary

STATE OF FLORIDA )  
COUNTY OF PALM BEACH )

I HEREBY CERTIFY that on this day personally appeared before me, the undersigned authority authorized to administer oaths and take acknowledgments, M. C. Hamblin Asst. Vice Asst. and Velma Smith as/President and Secretary respectively of FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF LAKE WORTH, and they severally acknowledged before me that they executed such instrument as such Officers of said Corporation, and that the seal affixed thereto is the Corporate Seal of said Corporation, and that it was affixed to said instrument by due and regular Corporate authority, and that said Amendment instrument was duly executed for the purposes therein expressed.

WITNESS my hand and official seal, at the State and County aforesaid, this 19th day of November, 1974.

Janice Norhard  
NOTARY PUBLIC  
State of Florida at Large

My commission expires:

Notary Public, State of Florida at Large  
My Commission Expires Dec. 15, 1977  
Bonded by American Fire & Security Co.

IN WITNESS WHEREOF, the undersigned have caused the foregoing Amendment to Declaration of Condominium of THE FOUNTAINS OF PALM BEACH CONDOMINIUM NO. 5, to be signed by its proper Officers, and its Corporate Seal to be affixed, this 20<sup>th</sup> day of November, 1974.

Signed, sealed and delivered in the presence of:

Francis C. Duha  
(Witness as to both parties)

Nancy L. Vourron  
(Witness as to both parties)

FIRST NATIONAL BANK AND TRUST CO.

By: [Signature] (Seal)  
Vice President

Attest: [Signature] (Seal)  
Cashier



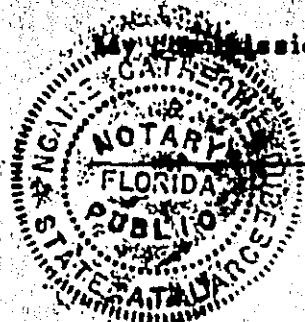
STATE OF FLORIDA )  
COUNTY OF PALM BEACH ) ss:

I HEREBY CERTIFY that on this day personally appeared before me, the undersigned authority authorized to administer oaths and take acknowledgments, ROY G. BROWN, JR. Vice Cashier AND MARGIE WESTBERRY Cashier as President and Cashier respectively of FIRST NATIONAL BANK AND TRUST CO., and they severally acknowledged to and before me that they executed such instrument as such Officers of said Corporation, and that the Seal affixed thereto is the Corporate Seal of said Corporation, and that it was affixed to said instrument by due and regular Corporate authority, and that said instrument was duly executed for the purposes therein expressed.

WITNESS my hand and official seal, at the State and County aforesaid, this + 20th day of November, 1974.

[Signature] (Seal)  
NOTARY PUBLIC  
State of Florida at Large

Notary Public, State of Florida at Large  
My Commission Expires Nov. 9, 1976  
Bonded by American Fire & Casualty Co.



My commission expires:

IN WITNESS WHEREOF, the undersigned have caused the foregoing Amendment to Declaration of Condominium of THE FOUNTAINS OF PALM BEACH CONDOMINIUM NO. 5, to be signed by its proper Officers, and its Corporate Seal to be affixed, this 5th day of November, 1974.

Signed sealed and delivered in the presence of:

HOME FEDERAL SAVINGS AND LOAN ASSOCIATION OF PALM BEACH

Luke A. Bennett  
(Witness as to both parties)  
Archie C. Davis  
(Witness as to both parties)

(By: [Signature])  
President  
Attorney in Fact (Seal)  
Secretary

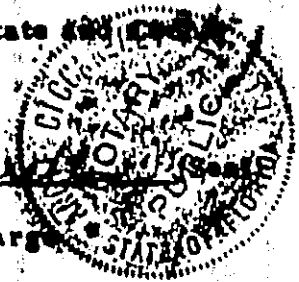


STATE OF FLORIDA )  
COUNTY OF PALM BEACH ) ss:

I HEREBY CERTIFY that on this day personally appeared before me, the undersigned authority authorized to administer oaths and take acknowledgments, Robin O. Selman and E. L. Elliott, III, as President and Secretary respectively of HOME FEDERAL SAVINGS AND LOAN ASSOCIATION OF PALM BEACH, and they severally acknowledged before me that they executed such instrument as such Officers of said Corporation, and that the Seal affixed thereto is the Corporate Seal of said Corporation, and that it was affixed to said instrument by due and regular Corporate authority, and that said Amendment instrument was duly executed for the purposes therein expressed.

WITNESS my hand and official seal, at the State of Florida aforesaid, this 5th day of November, 1974.

[Signature]  
NOTARY PUBLIC  
State of Florida at Large



My commission expires:

My Commission Expires May 9, 1976

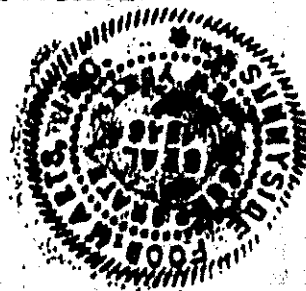
IN WITNESS WHEREOF, the Corporation specified below has caused these presents to be signed by its President, and its Corporate Seal to be affixed, this 14 day of Nov., 1974.

Signed, sealed and delivered in the presence of:

NEMESIO VALLE  
Sheldon Geller

SUNNYSIDE FOOD MART, INC.

By: Sheldon Geller (Seal)  
Sheldon Geller, President



STATE OF New York ss:  
COUNTY OF Queens

I HEREBY CERTIFY that on this day personally appeared before me, the undersigned authority authorized to administer oaths and take acknowledgments, SHELDON GELLER, as President of SUNNYSIDE FOOD MART, INC., and he acknowledged to and before me that he executed the foregoing Amendment to Declaration of Condominium as such Officer of said Corporation, and that the Seal affixed thereto is the Corporate Seal of said Corporation, and that same was affixed to said instrument by due and regular Corporate authority, and that said instrument was duly executed for the purposes therein expressed.

WITNESS my hand and official seal, at the State and County aforesaid, this 14 day of Nov., 1974.

Jay Cohen (Seal)  
NOTARY PUBLIC

My commission expires:

JAY B. COHEN  
Notary Public, State of New York  
No. A-15741200 - Queens County  
Term Expires March 30, 1975

IN WITNESS WHEREOF, JOSEPH WATERS and RUTH WATERS, his wife, have hereunto set their hands and seals, this 11 day of NOVEMBER 1974.

Signed, sealed and delivered in the presence of:

Sonia Oren  
(Witness as to both parties)

Joseph Waters (Seal)  
JOSEPH WATERS

Sonia Oren  
(Witness as to both parties)

Ruth Waters (Seal)  
RUTH WATERS

STATE OF New Jersey )  
COUNTY OF Palmer ) ss:

I HEREBY CERTIFY that on this day personally appeared before me, the undersigned authority authorized to administer oaths and take acknowledgments, JOSEPH WATERS and RUTH WATERS, his wife, to me well known to be the individuals described in and who executed the foregoing Amendment to Declaration of Condominium of THE FOUNTAINS OF PALM BEACH CONDOMINIUM NO. 5, and they acknowledged to and before me that they executed the same freely and voluntarily for the purposes therein expressed.

WITNESS my hand and official seal, at the State and County aforesaid, this 11 day of November, 1974.

Sonia Oren  
NOTARY PUBLIC  
SONIA OREN



My commission expires:

NOTARY PUBLIC OF NEW JERSEY  
Commission Expires Oct. 22, 1975

DESTE COURT

50

APT. NO.	BLDG. NO.	%
TH	4228	.0047
101	4230	.0027
102	4230	.0043
103		.0043
104		.0027
106		.0043
107		.0043
108		.0027
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202		.0043
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206		.0043
207		.0043
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308		.0027
T.H.	4232	.0047
T.H.	4234	.0047
101	4236	.0027
102		.0043
103		.0043
104		.0027
106		.0043
107		.0043
108		.0027
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202		.0043
203		.0043
204		.0027
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308		.0027
TH	4238	.0047
	4240	.0047
101	4242	.0035
102		.0035
103		.0035
104		.00476
106		.0035
107		.0035
108		.0035
201		.0035
202		.0035
203		.0035
204		.0035
205		.0035
206		.0035
207		.0035
208		.0035
301		.0035

APT. NO.	BLDG. NO.	%
302	4242	.0035
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304		.0035
305		.0035
306		.0035
307		.0035
308		.0035
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TH	4246	.0047
101	4248	.0035
102		.0035
103		.0035
104		.00476
106		.0035
107		.0035
108		.0035
201		.0035
202		.0035
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205		.0035
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TH	4250	.0047
TH	4252	.0047
101	4254	.0027
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TH	4256	.0047
TH	4258	.0047
101	4260	.0027
102		.0043
103		.0043
104		.0027
106		.0043
107		.0043
108		.0027

DESTE COURT

PT NO.	BLDG. NO.	%
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TH	4264	.0047
101	4266	.0035
102		.0035
103		.0035
104		.00476
106		.0035
107		.0035
108		.0035
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202		.0035
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TH	4268	.0047
TH	4270	.0047
101	4272	.0035
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103		.0035
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APT. NO.

BLDG. NO.

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TH	4288	.0047
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304		.0027
305		.0027
306		.0043
307	4290	.0043
308		.0027
TH	4292	.0047

SURVEYOR'S CERTIFICATE

STATE OF FLORIDA	)	
	SS:	THE FOUNTAINS OF PALM BEACH
COUNTY OF PALM BEACH	)	CONDOMINIUM NO. 5

BEFORE ME, the undersigned authority duly authorized to administer oaths and take acknowledgments, personally appeared JOHN ADAIR, JR., who after first being duly cautioned and sworn, deposed and stated as follows:

1. That he is a duly registered land surveyor under the laws of the State of Florida, being Surveyor No. 1343.
  2. Affiant hereby certifies that the construction of the improvements described is sufficiently complete so that such material, together with the wording of the Declaration of Condominium of THE FOUNTAINS OF PALM BEACH CONDOMINIUM NO. 5 and Exhibits attached thereto and as amended by the amendment to said Declaration and the Exhibits attached thereto is a correct representation of the improvements described and there can be determined therefrom the identification, location and dimensions of the common elements and of each unit therein and, where applicable, the limited common elements.
- FURTHER AFFIANT SAYETH NAUGHT.

*John Adair, Jr.* (SEAL)  
John Adair, Jr.

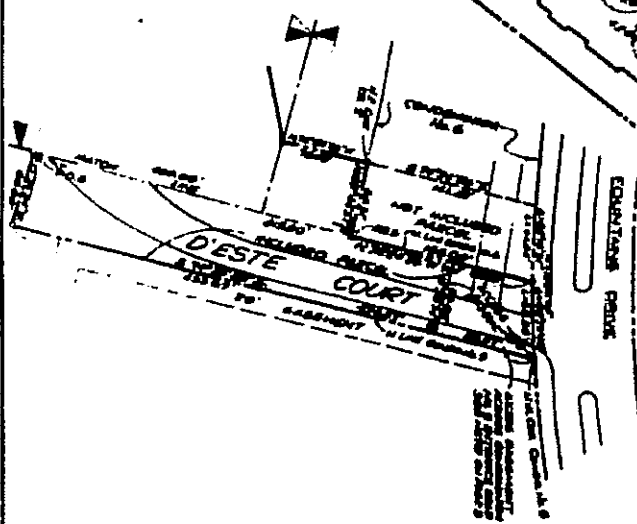
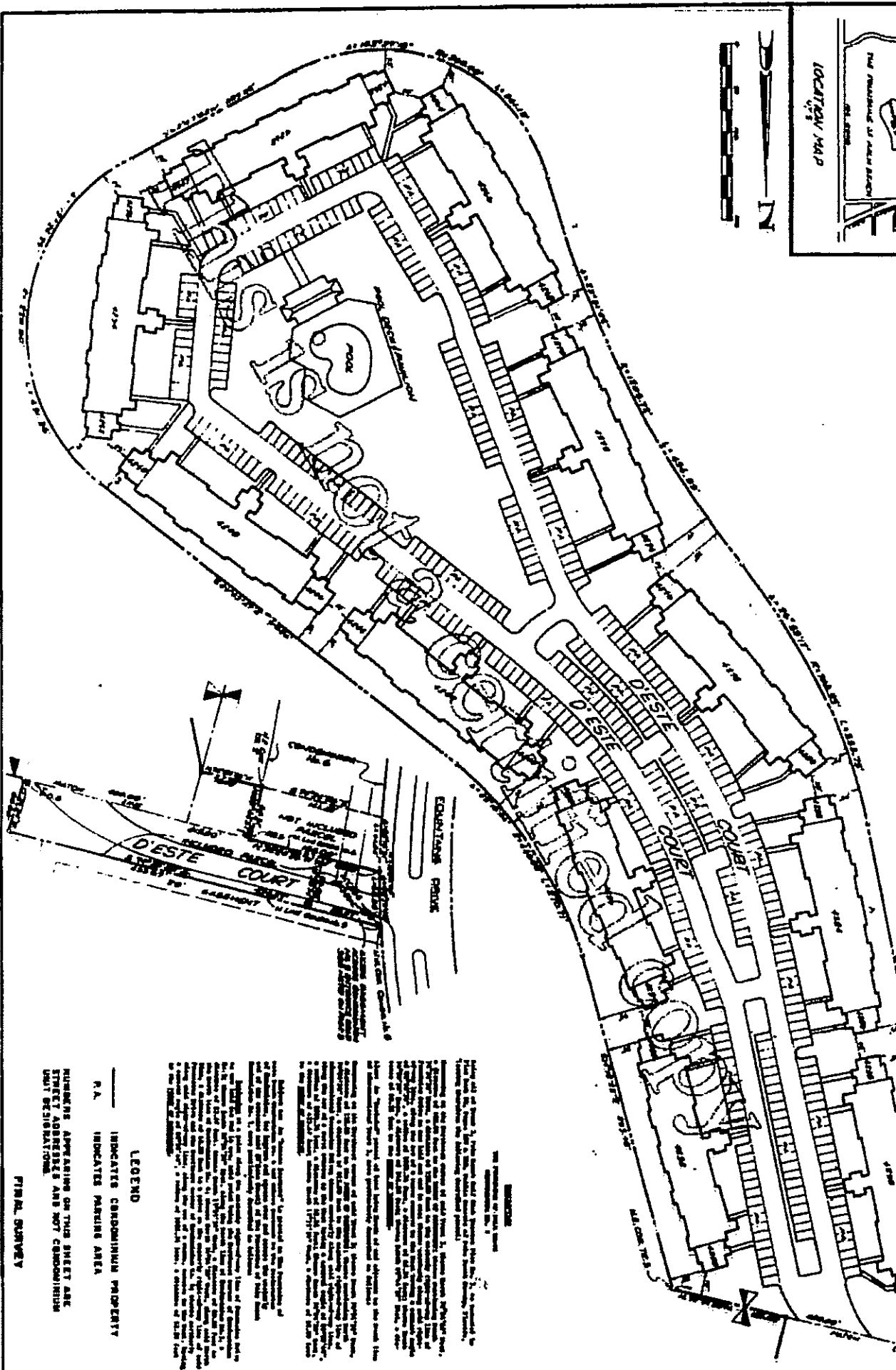
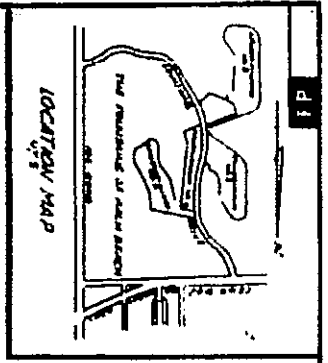
Sworn to and subscribed before me this 30th day of April, 1974.

*Barbara...*  
Notary Public, State of Florida at Large  
My Commission Expires May 31, 1976





PLAT OF SURVEY  
 THE FOUNTAINS OF PALM BEACH  
 CONDOMINIUM No. 5



**LEGEND**

INDICATES CONDOMINIUM PROPERTY

N.A. INDICATES PARKING AREA

NUMBERS APPEARING ON THIS SHEET ARE PROJECT IDENTIFIERS AND NOT CONDOMINIUM IDENTIFIERS.

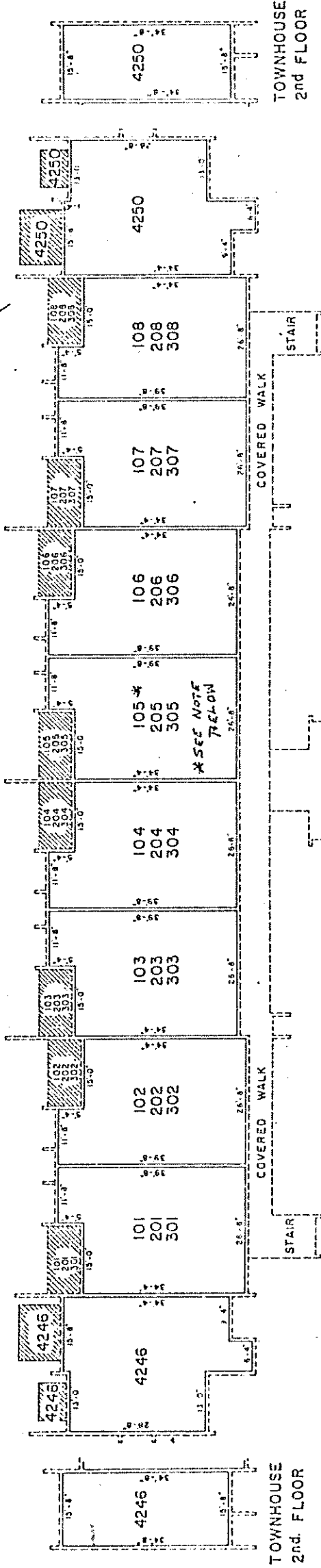
FINAL SURVEY

<p>77-338          1</p>	<p>EXHIBIT          NO. 1</p>	<p>THE FOUNTAINS          OF PALM BEACH          PALM BEACH COUNTY, FLORIDA          TRACT #3.</p>		
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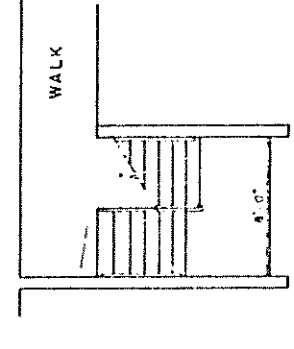
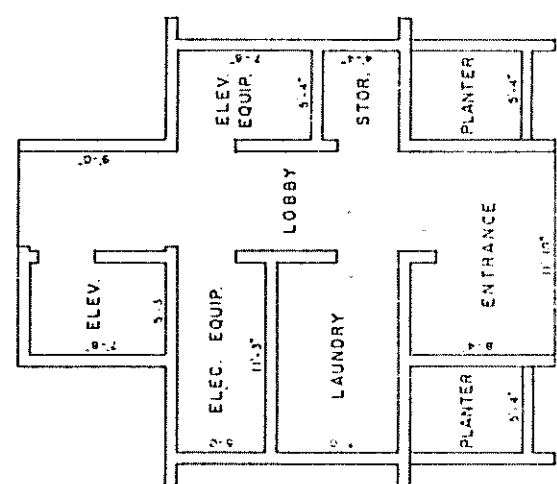
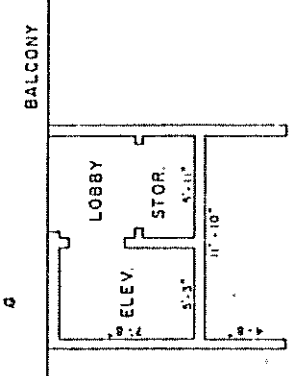
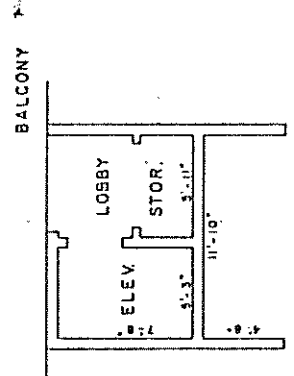
LOCATION AND DIMENSIONS OF  
COMMON ELEMENTS, LIMITED COMMON ELEMENTS AND  
CONDOMINIUM UNITS 101 THRU 108, 201 THRU 208,  
301 THRU 308, ALL A PART OF 4248 D'ESTE COURT  
AND 4246 AND 4250 D'ESTE COURT  
**THE FOUNTAINS OF PALM BEACH**  
CONDOMINIUM NO. 5

LIMITED COMMON ELEMENTS ABUTTING  
UNITS ON FIRST FLOOR ARE TERRACES  
LIMITED COMMON ELEMENTS ABUTTING  
UNITS ON SECOND FLOOR ARE TERRACES



Each condominium unit...  
The location of the main water, floor, and ceiling are indicated by...  
Note: See floor plan...  
For floor elevation...  
For floor elevation...  
For floor elevation...  
All terrace areas of condominium units are 5' wide exterior walls.

Indicates boundary of condominium units  
Indicates common elements  
Indicates limited common elements  
Ratched areas are for the use of all common elements and the exclusive use of specific units. Access thereto may be obtained by proceeding to the...  
All areas designated as "terrace" are to be finished by the unit owner...  
The limited common elements...  
The limited common elements...  
The limited common elements...  
The limited common elements...



STAIRWAY CORE DETAIL (TYPICAL)

SERVICE CORE DETAIL

SERVICE CORE DETAIL

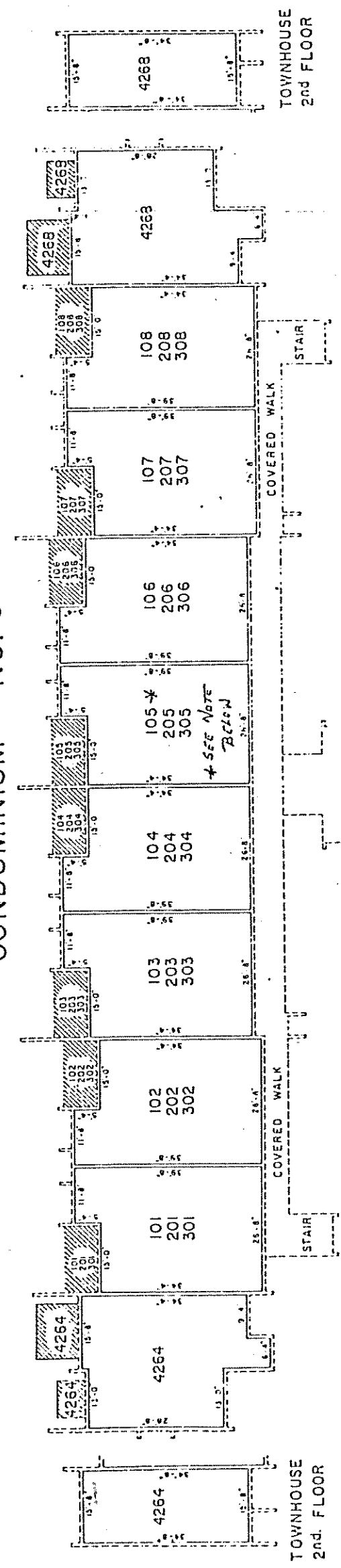
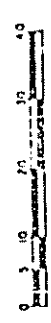
SERVICE CORE DETAIL

LOCATION AND DIMENSIONS OF  
COMMON ELEMENTS, LIMITED COMMON ELEMENTS AND  
CONDOMINIUM UNITS 101 THRU 108, 201 THRU 308,  
301 THRU 308, ALL A PART OF 4266 D'ESTE COURT  
AND 4264 AND 4268 D'ESTE COURT

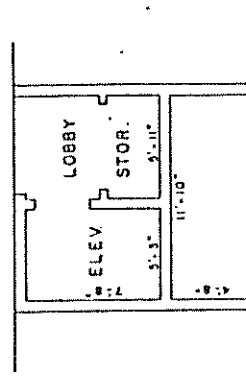
# THE FOUNTAINS OF PALM BEACH CONDOMINIUM NO. 5

LIMITED COMMON ELEMENTS ABUTTING  
UNITS ON FIRST FLOOR ARE TERRACES

LIMITED COMMON ELEMENTS ABUTTING  
UNITS ON SECOND FLOOR ARE TERRACES

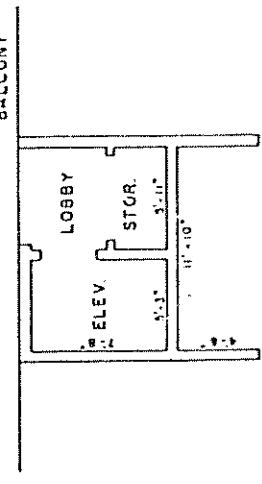


BALCONY



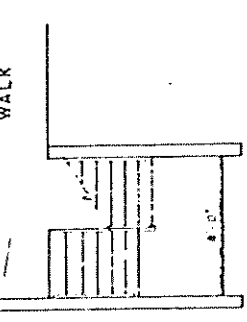
SERVICE CORE DETAIL  
2nd. FLOOR

BALCONY



SERVICE CORE DETAIL  
3rd. FLOOR

WALK



STAIRWAY CORE DETAIL  
(TYPICAL)

Each condominium unit is shown in the floor plan with its own separate structure. The structure of the building is shown in the floor plan with its own separate structure. The structure of the building is shown in the floor plan with its own separate structure.

The structure of the building is shown in the floor plan with its own separate structure. The structure of the building is shown in the floor plan with its own separate structure. The structure of the building is shown in the floor plan with its own separate structure.

All units designated as "limited common elements" in the floor plan are shown in the floor plan with their own separate structure. The structure of the building is shown in the floor plan with its own separate structure.

The structure of the building is shown in the floor plan with its own separate structure. The structure of the building is shown in the floor plan with its own separate structure. The structure of the building is shown in the floor plan with its own separate structure.

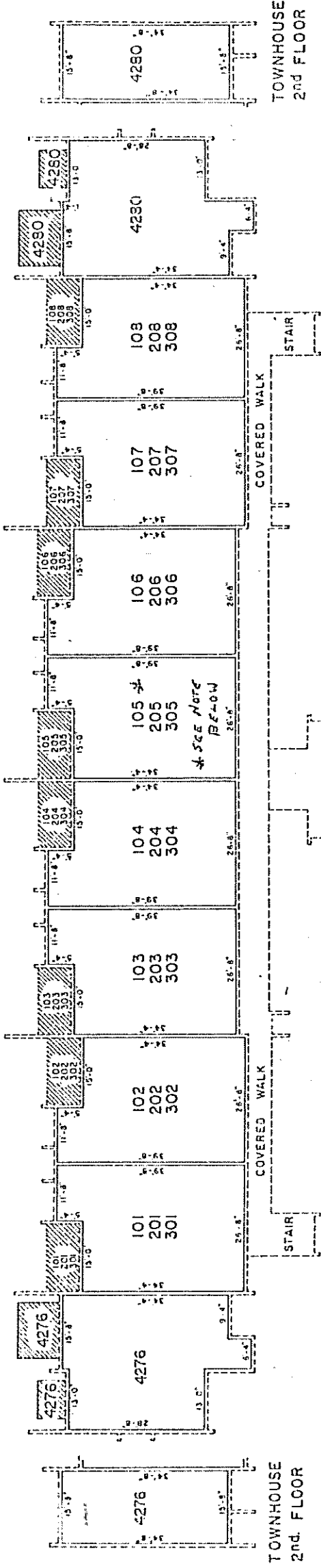
FINAL SURVEY



LOCATION AND DIMENSIONS OF  
COMMON ELEMENTS, LIMITED COMMON ELEMENTS AND  
CONDOMINIUM UNITS 101 THRU 108, 201 THRU 208,  
301 THRU 308, ALL A PART OF 4278 D'ESTE COURT  
AND 4276 AND 4280 D'ESTE COURT

# THE FOUNTAINS OF PALM BEACH CONDOMINIUM NO. 5

LIMITED COMMON ELEMENTS ABUTTING  
UNITS ON FIRST FLOOR ARE TERRACES  
LIMITED COMMON ELEMENTS ABUTTING  
UNITS ON SECOND FLOOR ARE TERRACES

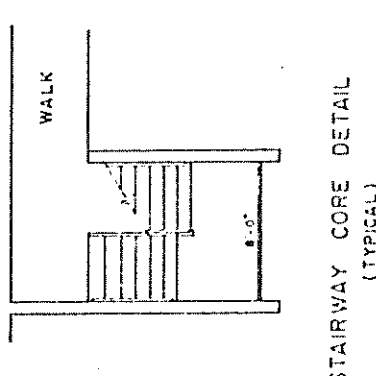
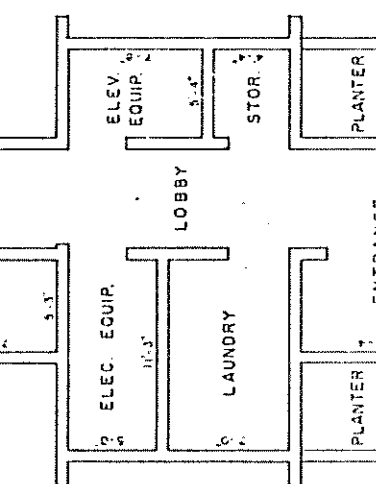
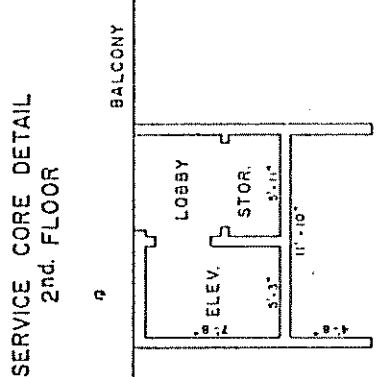


TOWNHOUSE  
2nd FLOOR

TOWNHOUSE  
2nd FLOOR

Each condominium unit consists of the space bounded by a vertical section of the common wall boundary lines as shown by the horizontal lines of the floor and ceiling elevations shown herein. The elevation of the floor, walls, and ceiling are indicated on the unit floor elevation. The floor elevation is indicated on the unit floor elevation. The ceiling elevation is indicated on the unit floor elevation. All interior angles of condominium units are 90 degrees, otherwise noted.

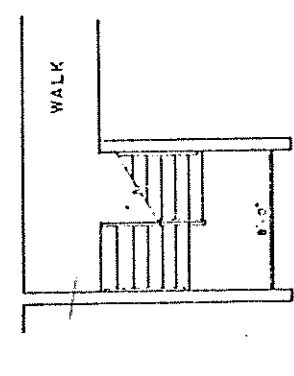
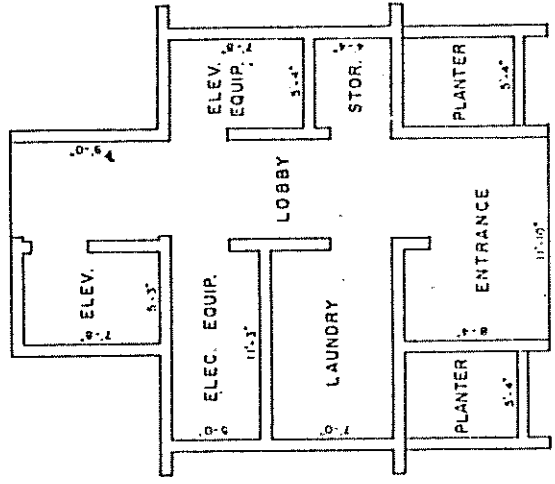
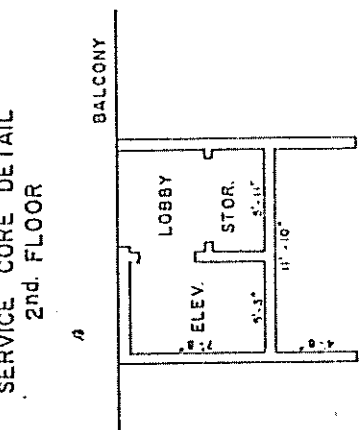
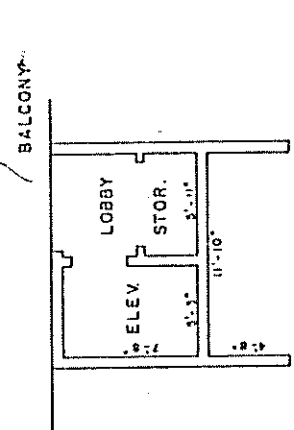
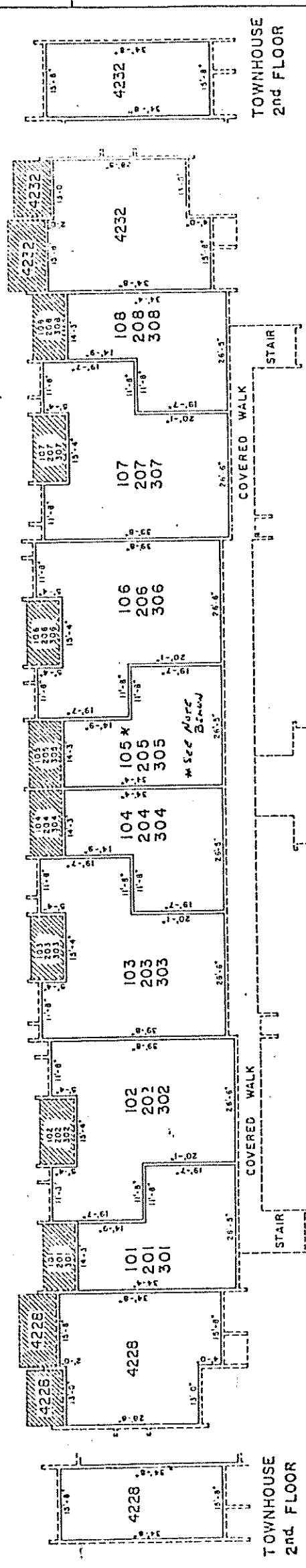
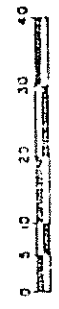
Indicates boundary of condominium unit  
Indicates common element  
Indicates Limited Common Element  
Floor areas are for the use of all condominium units and the relative use of specific parts of a unit. Areas are not to be construed as a declaration of common area to which this unit is entitled, and same will be a matter of record.  
All load supported by a unit is shown on the floor plan. The floor plan also shows the location of all structural members, including walls, columns, beams, and joists. The floor plan also shows the location of all mechanical, electrical, and plumbing fixtures. The floor plan also shows the location of all fire alarm and fire extinguisher locations. The floor plan also shows the location of all fire escape and fire escape stairs. The floor plan also shows the location of all fire escape and fire escape stairs. The floor plan also shows the location of all fire escape and fire escape stairs.



LOCATION AND DIMENSIONS OF  
COMMON ELEMENTS, LIMITED COMMON ELEMENTS AND  
CONDOMINIUM UNITS 101 THRU 108, 201 THRU 208,  
301 THRU 308, ALL A PART OF 4230 DESTE COURT  
AND 4228 AND 4232 DESTE COURT

# THE FOUNTAINS OF PALM BEACH CONDOMINIUM NO. 5

LIMITED COMMON ELEMENTS ABUTTING  
UNITS ON FIRST FLOOR ARE TERRACES.  
LIMITED COMMON ELEMENTS ABUTTING  
UNITS ON SECOND FLOOR ARE TERRACES.



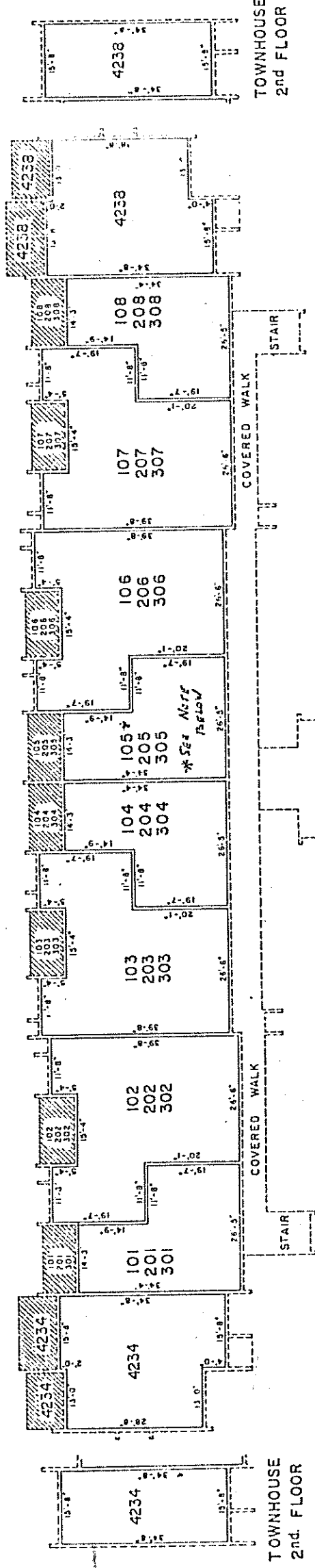
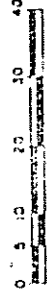
THIS DOCUMENTARY TITLE, INCLUDING THE AREA COVERED BY A GENERAL  
PLAT OF THE FOUNTAINS OF PALM BEACH, IS HEREBY RECORDED TO EVIDENCE THE  
RECORDATION OF THE DEEDS, PLANS, AND RECORDS ARE RECORDED.  
THIS DOCUMENTARY TITLE, INCLUDING THE AREA COVERED BY A GENERAL  
PLAT OF THE FOUNTAINS OF PALM BEACH, IS HEREBY RECORDED TO EVIDENCE THE  
RECORDATION OF THE DEEDS, PLANS, AND RECORDS ARE RECORDED.  
ALL RIGHTS RESERVED BY THE FOUNTAINS OF PALM BEACH, INC. ALL RIGHTS RESERVED BY THE FOUNTAINS OF PALM BEACH, INC. ALL RIGHTS RESERVED BY THE FOUNTAINS OF PALM BEACH, INC.

FINAL SURVEY

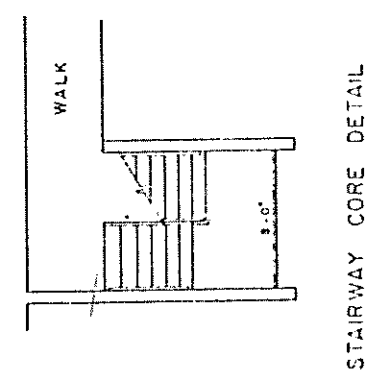
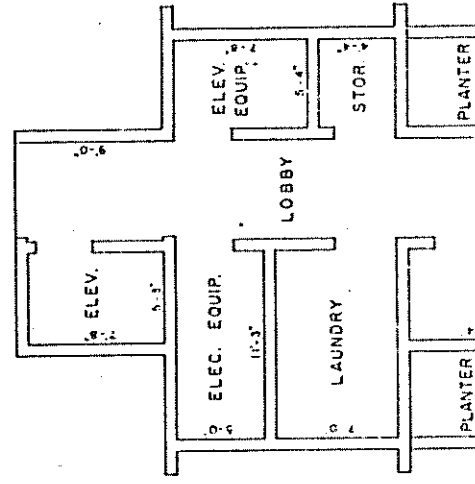
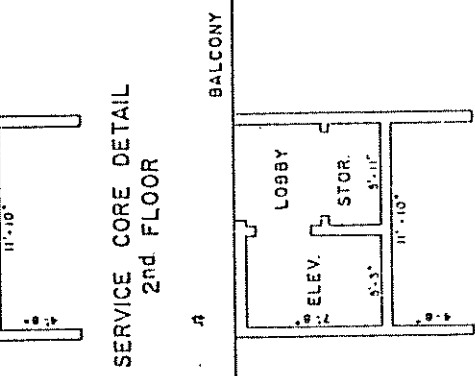
**LOCATION AND DIMENSIONS OF  
COMMON ELEMENTS, LIMITED COMMON ELEMENTS AND  
CONDOMINIUM UNITS 101 THRU 108, 201 THRU 208,  
301 THRU 308, ALL A PART OF 4236 D'ESTE COURT  
AND 4234 AND 4238 D'ESTE COURT**

# THE FOUNTAINS OF PALM BEACH CONDOMINIUM NO. 5

LIMITED COMMON ELEMENTS ABUTTING  
UNITS ON FIRST FLOOR ARE TERRACES  
LIMITED COMMON ELEMENTS ABUTTING  
UNITS ON SECOND FLOOR ARE TERRACES



THIS PLAN AND THE DIMENSIONS THEREON ARE THE PROPERTY OF THE SURVEYOR AND ARE NOT TO BE USED FOR ANY OTHER PURPOSE WITHOUT HIS WRITTEN CONSENT. THE SURVEYOR'S OFFICE IS NOT RESPONSIBLE FOR ANY ERRORS OR OMISSIONS IN THIS PLAN OR FOR ANY CONSEQUENCES THEREOF. ALL DIMENSIONS ARE IN FEET AND INCHES UNLESS OTHERWISE SPECIFIED. THIS PLAN IS NOT TO BE USED FOR ANY OTHER PURPOSE WITHOUT THE WRITTEN CONSENT OF THE SURVEYOR. THE SURVEYOR'S OFFICE IS NOT RESPONSIBLE FOR ANY ERRORS OR OMISSIONS IN THIS PLAN OR FOR ANY CONSEQUENCES THEREOF. ALL DIMENSIONS ARE IN FEET AND INCHES UNLESS OTHERWISE SPECIFIED. THIS PLAN IS NOT TO BE USED FOR ANY OTHER PURPOSE WITHOUT THE WRITTEN CONSENT OF THE SURVEYOR.

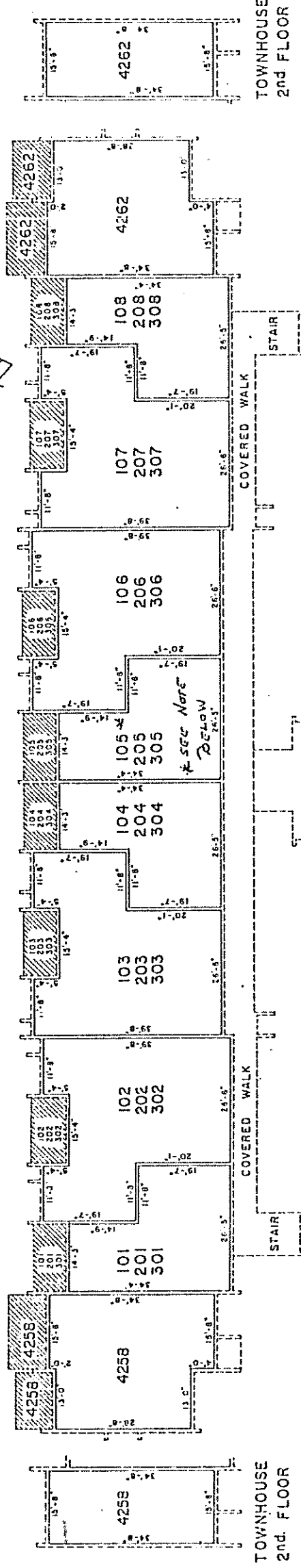
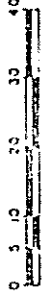






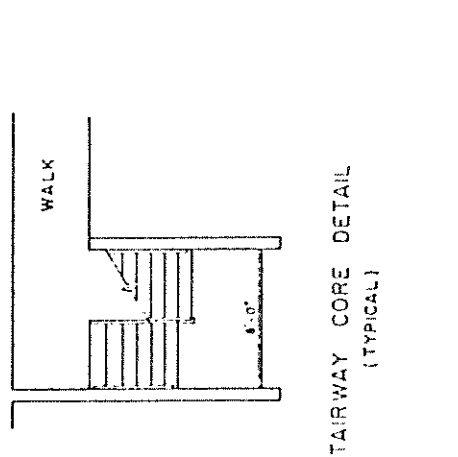
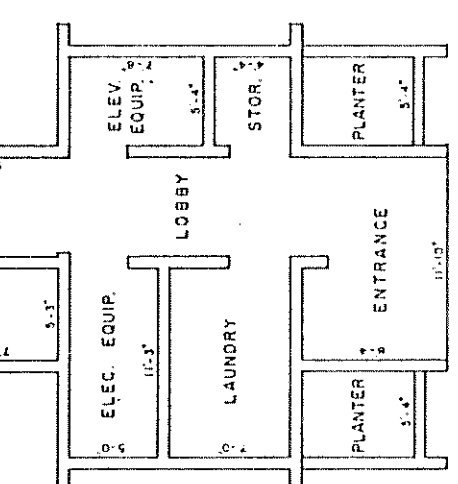
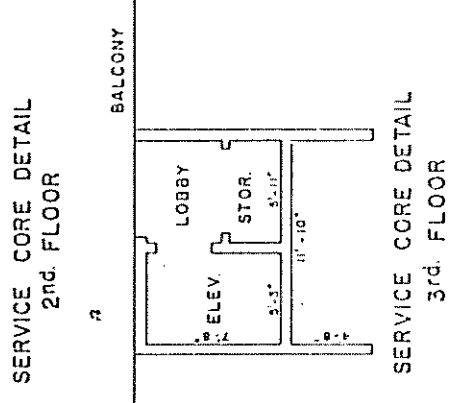
**LOCATION AND DIMENSIONS OF  
COMMON ELEMENTS, LIMITED COMMON ELEMENTS AND  
CONDOMINIUM UNITS 101 THRU 108, 201 THRU 208,  
301 THRU 308, ALL A PART OF 4262 DESTE COURT  
AND 4258 AND 4262 DESTE COURT  
THE FOUNTAINS OF PALM BEACH  
CONDOMINIUM NO. 5**

LIMITED COMMON ELEMENTS ABUTTING  
UNITS ON FIRST FLOOR ARE TERRACES  
LIMITED COMMON ELEMENTS ABUTTING  
UNITS ON SECOND FLOOR ARE TERRACES



Each condominium unit consists of the units numbered 101 through 108, 201 through 208, 301 through 308, 4258 and 4262, and the townhouses. The location of the units is shown on the attached site plan. The location of the units is shown on the attached site plan. The location of the units is shown on the attached site plan.

ALL LIMITED COMMON ELEMENTS OF THIS CONDOMINIUM ARE SHOWN BY DASHED LINES. ALL LIMITED COMMON ELEMENTS OF THIS CONDOMINIUM ARE SHOWN BY DASHED LINES. ALL LIMITED COMMON ELEMENTS OF THIS CONDOMINIUM ARE SHOWN BY DASHED LINES.

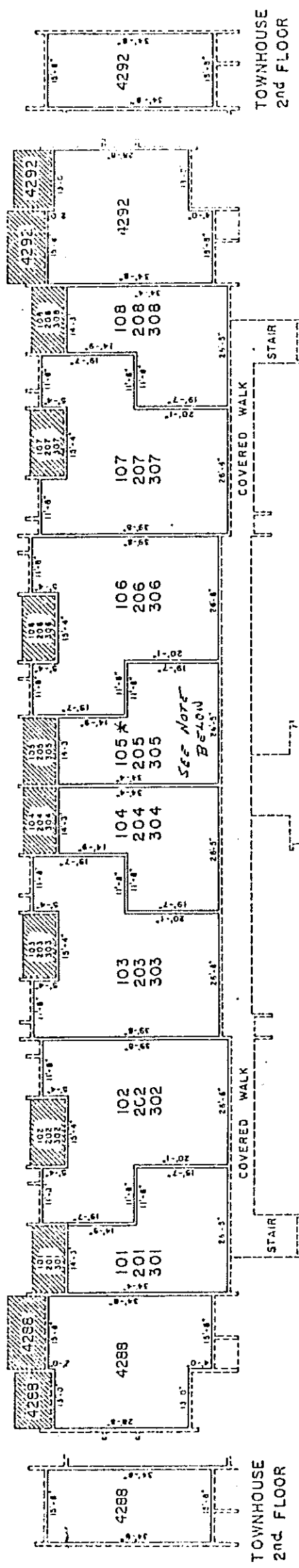
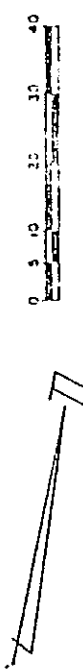




LOCATION AND DIMENSIONS OF  
COMMON ELEMENTS, LIMITED COMMON ELEMENTS AND  
CONDOMINIUM UNITS 101 THRU 108, 201 THRU 208,  
301 THRU 308, ALL A PART OF 4290 DESTE COURT  
AND 4288 AND 4292 DESTE COURT

# THE FOUNTAINS OF PALM BEACH CONDOMINIUM NO. 5

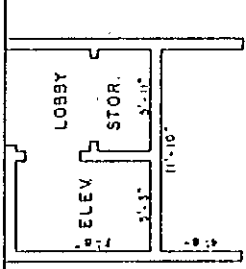
LIMITED COMMON ELEMENTS ABUTTING  
UNITS ON FIRST FLOOR ARE TERRACES  
LIMITED COMMON ELEMENTS ABUTTING  
UNITS ON SECOND FLOOR ARE TERRACES



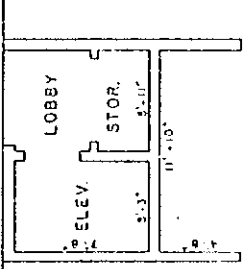
THIS CONDOMINIUM UNIT PLAN IS THE RESULT OF THE DESIGN AND CONSTRUCTION OF THE BUILDING AND IS NOT TO BE USED FOR ANY OTHER PURPOSE. THE DESIGN AND CONSTRUCTION OF THE BUILDING IS THE RESPONSIBILITY OF THE ARCHITECT AND NOT THE ARCHITECT'S LIABILITY. ALL DIMENSIONS ARE IN FEET AND INCHES. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.

1. ELEVATOR SHAFTS OF CONDOMINIUM UNITS  
2. ELEVATOR SHAFTS OF COMMON ELEMENTS  
3. ELEVATOR SHAFTS OF SERVICE CORES  
4. ELEVATOR SHAFTS OF BALCONIES  
5. ELEVATOR SHAFTS OF STAIRS  
6. ELEVATOR SHAFTS OF PLANTERS  
7. ELEVATOR SHAFTS OF ENTRANCES  
8. ELEVATOR SHAFTS OF LAUNDRY  
9. ELEVATOR SHAFTS OF EQUIPMENT

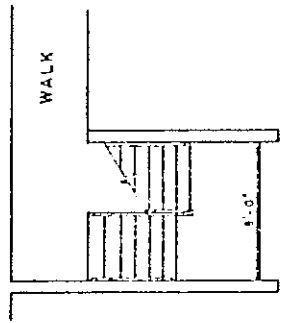
SERVICE CORE DETAIL  
2nd FLOOR



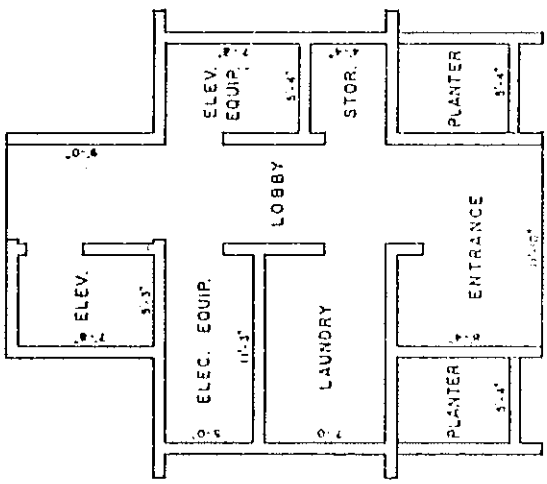
SERVICE CORE DETAIL  
3rd FLOOR



STAIRWAY CORE DETAIL  
(TYPICAL)



SERVICE CORE DETAIL



# ACCESS EASEMENTS THE FOUNTAINS OF PALM BEACH CONDOMINIUM NO. 5

**CURVE DATA**

1	21.07 119.00
2	21.31 121.74
3	21.53 124.51
4	21.74 127.29
5	21.94 130.08
6	22.13 132.87
7	22.31 135.66
8	22.49 138.45
9	22.66 141.24
10	22.83 144.03
11	23.00 146.82
12	23.17 149.61
13	23.34 152.40
14	23.51 155.19
15	23.68 157.98
16	23.85 160.77
17	24.02 163.56
18	24.19 166.35
19	24.36 169.14
20	24.53 171.93
21	24.70 174.72
22	24.87 177.51
23	25.04 180.30
24	25.21 183.09
25	25.38 185.88
26	25.55 188.67
27	25.72 191.46
28	25.89 194.25
29	26.06 197.04
30	26.23 199.83
31	26.40 202.62
32	26.57 205.41
33	26.74 208.20
34	26.91 210.99
35	27.08 213.78
36	27.25 216.57
37	27.42 219.36
38	27.59 222.15
39	27.76 224.94
40	27.93 227.73
41	28.10 230.52
42	28.27 233.31
43	28.44 236.10
44	28.61 238.89
45	28.78 241.68
46	28.95 244.47
47	29.12 247.26
48	29.29 250.05
49	29.46 252.84
50	29.63 255.63
51	29.80 258.42
52	29.97 261.21
53	30.14 264.00
54	30.31 266.79
55	30.48 269.58
56	30.65 272.37
57	30.82 275.16
58	30.99 277.95
59	31.16 280.74
60	31.33 283.53
61	31.50 286.32
62	31.67 289.11
63	31.84 291.90
64	32.01 294.69
65	32.18 297.48
66	32.35 300.27
67	32.52 303.06
68	32.69 305.85
69	32.86 308.64
70	33.03 311.43
71	33.20 314.22
72	33.37 317.01
73	33.54 319.80
74	33.71 322.59
75	33.88 325.38
76	34.05 328.17
77	34.22 330.96
78	34.39 333.75
79	34.56 336.54
80	34.73 339.33
81	34.90 342.12
82	35.07 344.91
83	35.24 347.70
84	35.41 350.49
85	35.58 353.28
86	35.75 356.07
87	35.92 358.86
88	36.09 361.65
89	36.26 364.44
90	36.43 367.23
91	36.60 370.02
92	36.77 372.81
93	36.94 375.60
94	37.11 378.39
95	37.28 381.18
96	37.45 383.97
97	37.62 386.76
98	37.79 389.55
99	37.96 392.34
100	38.13 395.13

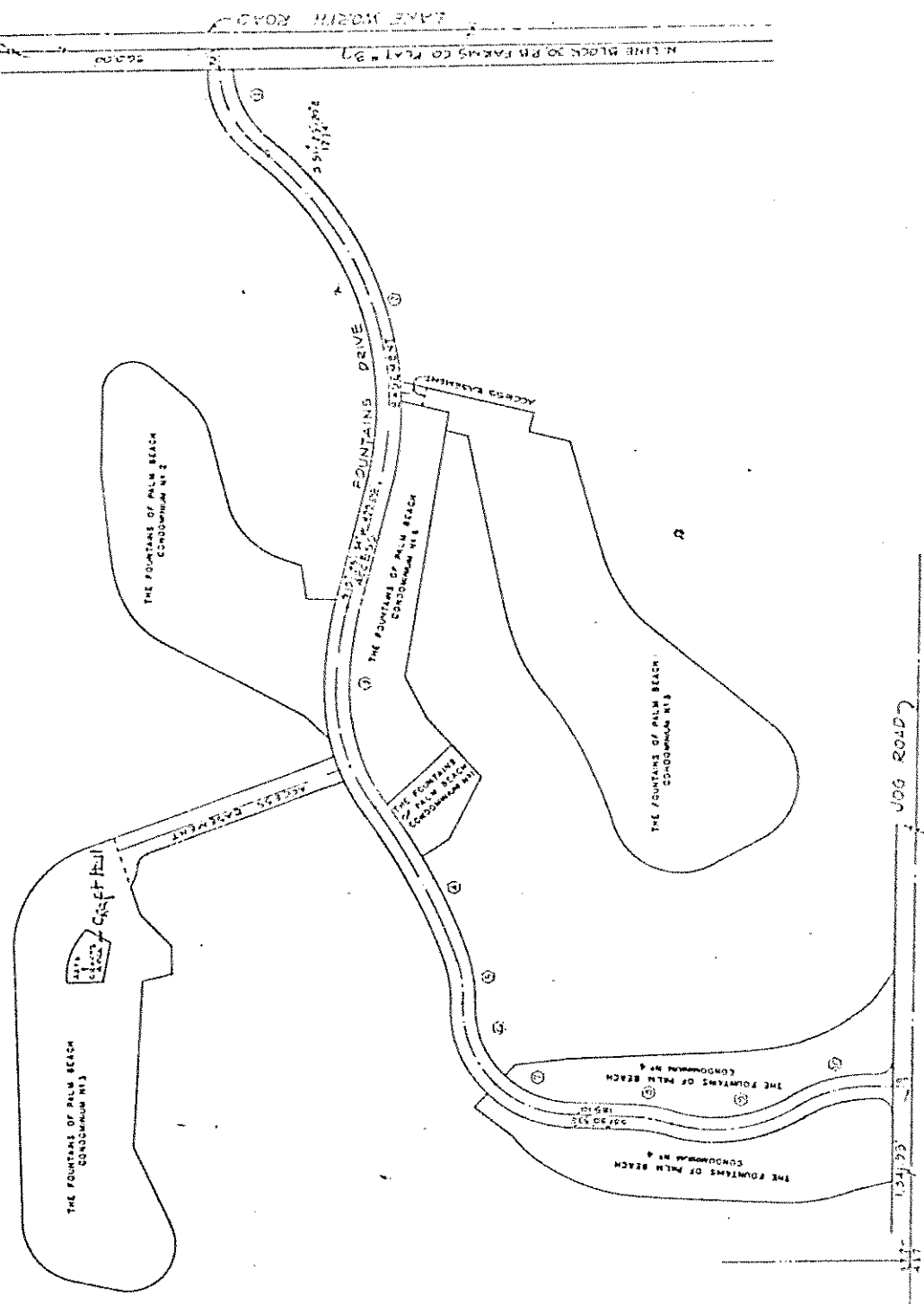
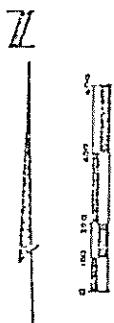


EXHIBIT  
NO. 1

SP 722-C  
2