

**This instrument prepared by and upon recordation return to:**  
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**CERTIFICATE OF AMENDMENT TO THE DECLARATION OF CONDOMINIUM  
FOR THE FOUNTAINS OF PALM BEACH  
CONDOMINIUM ASSOCIATION, INC. NO. 5**

THIS AMENDMENT TO THE DECLARATION OF CONDOMINIUM FOR THE FOUNTAINS OF PALM BEACH CONDOMINIUM ASSOCIATION, INC. NO. 5, ("Amendment") is made by The Fountains of Palm Beach Condominium Association, Inc No. 5, a Florida not-for-profit corporation (the "Association").

**RECITALS**

A. The original Declaration of Condominium (the "Declaration") for The Fountains of Palm Beach Condominium Association, Inc. No. 5, including all pages thereof and exhibits thereto, were recorded at Book 2239, Page 1898, et seq., of the Public Records of Palm Beach County, Florida.

B. The Amendment language contained herein was sufficiently approved of by the membership of the Association and the Board of Directors in accordance with the Declaration.

C. The Association now desires to amend the terms of the Declaration as set forth herein.

NOW THEREFORE, the Association hereby declares that every portion of The Fountains of Palm Beach Condominium Association, Inc. No. 5 is to be held, transferred, sold, conveyed, used and occupied subject to the covenants, conditions and restrictions hereinafter set forth.

1. Recitals. The foregoing Recitals are true and correct and are incorporated into and form a part of these Amendments.
2. Conflicts. In the event that there is a conflict between this Amendment and the Declaration this Amendment shall control. Whenever possible, this Amendment and the Declaration shall each, respectively, be construed as a single document. Except as modified hereby, the Declaration shall remain in full force and effect. In the event that any amendment(s) to the Declaration have been recorded prior to this Amendment, this Amendment shall be deemed to follow such prior recorded amendment(s) in time and title. In the event of a conflict between this Amendment and any such prior recorded amendment(s) to the Declaration or in the event of a conflict between this Amendment and any other governing documents, this Amendment shall control.
3. Definitions. All initially capitalized terms not defined herein shall have the meanings set forth in the Declaration.
4. Covenant. This Amendment shall be a covenant running with the land.



**EXHIBIT "A"**

***NOTE: (underlined words are to be added, ~~strike-through~~ words are to be removed).***

**DECLARATION OF CONDOMINIUM**

XIV.

**MAINTENANCE AND ALTERATIONS**

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 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 glass 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 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.