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CITY AND STATE

DECLARATION OF CONDOMINIUM

OF

VIA DEL MAR II

A Condominium

THIS DECLARATION, made this 2nd day of December, 1981, by J. RICHARD HARRIS, TRUSTEE, hereinafter called "Developer", for himself, his successors, grantees and assigns.

WHEREIN, the Developer makes the following declarations:

1. PURPOSE. The purpose of this Declaration is to submit the fee simple title to the lands described in this instrument and improvements on such lands to the condominium form of ownership and use in the manner provided in Chapter 718, Florida Statutes, hereinafter called the "Condominium Act".

1.1 Name and Address. The name by which the condominium is to be identified is VIA DEL MAR II, a condominium, and its address is 1605 U.S. Highway #1, Jupiter, Florida 33458.

1.2 The Lands. The lands owned by Developer, which by this instrument are submitted to the condominium form of ownership, are those lands designated as Units 64, 65, 71 and 72 described in Survey Exhibits attached hereto as Composite Exhibit A.

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2. DEFINITIONS. The terms used in this Declaration and in its Exhibits shall have the meanings stated in the Condominium Act (§718.103 F.S.) and as follows, unless the context otherwise requires.

2.1 Assessment means share of the funds received for the payment of common expenses which, from time to time, are assessed against the Unit Owner in accordance with the By-Laws of the Association.

2.2 Association means VIA DEL MAR CONDOMINIUM ASSOCIATION, INC., which entity shall be responsible for the operation of this Condominium and any other condominium constructed on lands contiguous to the lands.

2.3 Board of Administration means Board of Directors or other representative body responsible for the administration of the Association.

2.4 By-Laws means the By-Laws of the Association as said By-Laws exist from time to time.

2.5 Common Elements shall include the tangible personal property required for the maintenance and operation of the condominium, even though owned by the Association, as well as the items stated in the Condominium Act, and all those areas of "the lands" not included in the unit.

(a) Common elements shall also include the following:

- (i) the land upon which the improvements described herein are located and any other land included in the condominium property, whether or not contiguous.
- (ii) easements through units for conduits, ducts, plumbing, wiring and other facilities for the furnishing of utility services to units and the common elements.
- (iii) an easement of support in every portion of a unit which contributes to the support of the building.
- (iv) installations for the furnishing of utility services to more than one unit or to the common elements or to a unit other than the unit containing the installation.
- (v) the property and installations in connection therewith required for the furnishing of services to more than one unit or to the common elements.

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2.6 Common expenses include:

- (a) expense of administration;
- (b) expense of maintenance; operation, repair or replacement of the common elements to be maintained by the Association of this condominium and any other condominium maintained by the Association.
- (c) expenses declared common expenses by the provisions of this Declaration or the By-Laws or declared by the Association to be a common expense.
- (d) any valid charge against the condominium property as a whole.

2.7 Common surplus means the excess of all receipts of the Association, including, but not limited to, assessments, rents, profits and revenues on account of the common elements, over amount of common expenses.

2.8 Condominium is that form of ownership of condominium property under which units 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.

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

- (a) Each condominium parcel is deemed a separate parcel of real property, the ownership of which is in fee simple.
- (b) There shall pass with each unit as appurtenances thereto:
 - (i) An undivided share in the common elements.
 - (ii) The exclusive right to use such portion of the common elements as provided by this Declaration.
 - (iii) An exclusive easement for the use of the air space occupied by a unit as it exists at any particular time and as a unit may be lawfully altered or reconstructed from time to time, which easement shall be terminated automatically in any air space which is vacated from time to time.
 - (iv) An undivided share in the common surplus.
 - (v) Such other appurtenances as may be provided herein.
- (c) The owner of a unit is entitled to the exclusive possession of such unit. The owner shall be entitled to use the common elements

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in accordance with the purposes for which they are intended, but no such use shall hinder or encroach upon the lawful rights of owners of other units.

2.10 Condominium property means and includes the lands that are subjected to condominium ownership, whether or not contiguous, and all improvements thereon and all easements and rights appurtenant thereto intended for use in connection with the condominium.

2.11 Declaration, or Declaration of Condominium means this document.

2.12 Developer means J. RICHARD HARRIS, AS TRUSTEE, the entity which created this condominium and which offers condominium parcels within the condominium owned by him for sale or lease in the ordinary course of business. The term, Developer, shall not include owners or lessees of units in the condominium who offer the units for sale or lease or their leasehold interest for assignment, when they have acquired or leased said units for their own occupancy.

2.13 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 other units.

2.14 Operation or operation of the condominium means and includes the administration and management of the condominium property.

2.15 Unit means a part of the condominium property which is to be subject to private ownership. The terms, unit, condominium parcel, apartment and house are used interchangeably in this document.

2.16 Unit Owner or Owner of a Unit means the Owner of a condominium parcel.

2.17 Singular, Plural Gender. Whenever the context so permits, the use of the plural shall include the singular, the singular the plural, and the use of any gender shall be deemed to include all genders.

2.18 Condominium Buildings and/or Unit Building. The terms "Condominium Building" and "Unit Building" are used interchangeably in this Declaration and the Exhibits attached hereto and by reference made a part hereof, and said terms refer specifically to the building shown on the Survey attached hereto as Exhibit A and shown on any survey attached to an amendment to this Declaration to add an additional phase.

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2.19 Utility Services. As used in the Condominium Act and as constructed with reference to this condominium, and as used in the Declaration, Articles and By-Laws, shall include only electrical power, water and garbage, trash, sewage disposal, telephone, cable T-V and natural gas.

3. DEVELOPMENT PLAN.

3.1 Sharing by Unit Owner. The Association will have charge of the operation, management and maintenance of the condominium. The common elements, common expenses, and common surplus of the condominium will be shared proportionately by the unit owners. The proportionate share of the common elements, common expenses, and common surplus of the first unit is one hundred percent (100%); provided, however, as additional phases are added in accordance with Section 5 of this Declaration, proportionate shares will be recomputed and altered in accordance with Section 5.7 hereof.

3.2 Survey. A survey of the Condominium land is attached hereto as Exhibit A.

3.3 Plans. The improvements on the Condominium land are constructed substantially in accordance with the plans and specifications prepared by NORMAN N. ROBSON, ARCHITECT, Commission No. 78-03, a portion of which plans are attached as the following Exhibits for the purpose of graphically describing all improvements identifying the common elements and the floor plans and approximate locations and dimensions of the units and the buildings and other improvements:

Foundation Plan for A-Type Units	B-1
Floor Plan for A-Type Units	B-2
Elevations for A-Type Units	B-3
Dentiled Cornice & Flat Roof Details, Wall Sections, Electrical & Plumbing Risers for all Units	B-4
Foundation Plan for B-Type Units	B-5
Floor Plan for B-Type Units	B-6
Elevations for B-Type Units	B-7
Floor Plans for C-Type Units	B-8
Floor Plans for D-Type Units	B-9

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3.4 Easements. Each of the following easements is hereby reserved to the Developer, its grantees, successors and assigns, and is a covenant running with the land of the condominium.

(a) Utility Easements, as may be required for utility services in order to adequately serve the condominium and to adequately serve lands (other than the condominium property) previously, now or hereafter, owned by the Developer which are adjacent to or in the vicinity of the condominium property; PROVIDED, HOWEVER, easements through a unit shall be according to the plans and specifications for the building containing the Unit or as the building is actually constructed, unless approved in writing by the Unit Owner.

(b) Ingress and Egress Easements, for pedestrian traffic over, through and across sidewalks, paths, walks, lanes and common ele-

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ments as the same from time to time may exist; and for vehicular traffic over, through and across such portions of the common elements as from time to time may be paved and intended for such purposes, but the same shall not give or create in any person the right to park upon any portions of the condominium property. Should the intended creation of any easement fail by reason of the fact that at the time of creation, there may be no grantee in being, having the capacity to take and hold such easement, then any such grant of easement deemed not to be so created shall nevertheless be considered as having been granted directly to the Association for the purpose of allowing the original party or parties to whom the easements were originally granted the benefit of such easement and the unit owners designate the Developer and/or Association as their lawful attorney in fact to execute any instrument on their behalf for the purpose of creating such easement.

(c) Easements for Unintentional and Non-Negligent Encroachments. If a unit shall encroach upon any common element, or upon any other unit by reason of original construction or by the non-purposeful or non-negligent act of any Unit Owner or Owners, or agents of such owner or owners, then an easement appurtenant to such encroaching unit, to the extent of such encroachment, shall exist so long as such encroachment shall actually exist. In the event that any portion of the common elements shall encroach upon any unit, then an easement shall exist for the continuance of such encroachment of the common elements into any unit for so long as such encroachment shall actually exist.

(d) Developer specifically reserves unto the JUPITER OCEAN AND RACQUET CLUB CONDOMINIUM ASSOCIATION, INC., and by this Declaration does grant unto said Condominium Association a perpetual easement across and under the common elements of this Condominium, as now existing and as increased by amendments to this Declaration to add additional phases, which easement is for the placement and maintenance of pipes and lines for the purpose of pumping and transporting water for irrigation of the common elements of condominiums maintained by said Condominium Association. The JUPITER OCEAN AND RACQUET CLUB CONDOMINIUM ASSOCIATION, INC. shall have the right to place and maintain such pipes and lines anywhere in said common elements except under units.

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3.5 Improvements - General Description.

(a) Buildings. VIA DEL MAR II consists of three (3) buildings. Units 71 and 72 are contained in one (1) building. Units 64 and 65 are each separate buildings.

(b) Units. Each unit contains two (2) bedrooms and two (2) bathrooms. Additional unit types will be created as additional phases are added. All unit types are described in Paragraph 5.6 hereof.

(c) Commonly Used Facilities. The Condominium includes ground level parking areas for automobiles; roads for ingress and egress; various gardens, and landscaping; and other facilities which are part of the common elements; and shall include, without limitation, any interest in any real or personal property acquired by demise, grant or otherwise.

3.6 Unit Boundaries. Each Unit shall include that part of the condominium building containing the unit that lies within the boundaries of the Unit which boundaries are as follows:

(a) Upper and Lower Boundaries. The upper and lower boundaries of the Unit shall be the following boundaries extended to an intersection with the perimetrical boundaries:

(i) Upper Boundary. The horizontal plane of the exterior surface of the roof.

(ii) Lower Boundary. The horizontal plane of the lower surface of the floor slab.

(b) Perimetrical Boundaries. The perimetrical boundaries of the unit shall be the vertical planes of the decorated finished exterior of the exterior walls bounding the unit extended to intersections with each other and with the upper and lower boundaries. The patio and balconies serving each unit shall be included within the boundary of each unit and shall be a part of the unit. Any part of the roof area extending beyond the perimetrical boundaries shall be included within the boundary of each unit and shall be a part of the unit.

3.7 Common Elements. The common elements include the land and all other parts of the Condominium not within the units and include, but are not limited to, the following items as to which the Association shall have the powers indicated:

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(a) Automobile Parking Areas and Streets. The Association shall regulate, maintain, control and have full authority with respect to the use of all parking areas and roads and streets. Automobile parking will be made available to Unit Owners so that each unit will be entitled to one (1) parking space without charge.

(b) Use Charges. Common elements shall be available for use by all Unit Owners without discrimination. Such use will be without charge except when specifically authorized by this Declaration or the Association By-Laws or Rules and Regulations, except that such use must be made available to all Unit Owners under the same terms and conditions.

(c) Ownership of Inner Surfaces. The Unit Owners shall be deemed to own all surfaces within the boundaries described by Paragraph 3.6, but shall not be deemed to own any portions of those items defined as common elements herein or by the Condominium Act.

3.8 Limited Common Elements. The limited common elements appurtenant to each unit is the shaded area designated on the Survey and on any survey attached to an amendment to add additional phases. All driveways leading to the units shall be limited common elements. The responsibility for maintenance and repair of limited common elements shall be that of the unit owner owning the unit assigned the exclusive right of use of such limited common elements.

4. UNITS. The units of this condominium are described more particularly and the rights and obligations of their Owner are established as follows:

4.1 Appurtenances to Unit. Each condominium parcel is a separate parcel of real property recognized by law and shall be comprised of a unit, together with the following appurtenances:

(a) Common Elements and Common Surplus. An undivided share in the land and other common elements and in the common surplus which is appurtenant to each unit and inseparable therefrom as set forth in Paragraph 3.1 hereof. The right to share in the common elements and common surplus does not include the right to withdraw or to require payment or distribution thereof, except upon termination and dissolution of the condominium.

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(b) Air Space. An exclusive easement for the use of air space occupied by the unit as it exists at any particular time and as the unit may lawfully be altered or reconstructed from time to time, which easement shall be terminated automatically in any air space which is permanently vacated.

(c) Association Membership. Membership in the Association and an undivided share in the common surplus of the Association.

4.2 Identification of Units. Each Unit is identified by separate number as set forth herein and in Exhibit A attached hereto and made a part hereof by reference.

4.3 Liability for Common Expenses. Each Unit Owner shall be liable for a proportionate share of the common expenses, such share being the same as set forth and calculated in Paragraph 3.1 hereof.

4.4 Restraint Upon Separation.

(a) The undivided share in the common elements which are appurtenant to a unit shall not be separated therefrom and shall pass with title to the unit whether or not separately described.

(b) A share in the common elements appurtenant to a unit cannot be conveyed or encumbered except together with the unit.

(c) The shares in the common elements appurtenant to the units shall remain undivided and no action for partition of the common elements shall lie.

5. DESCRIPTION OF PHASING REQUIRED BY FLORIDA STATUTE §718.403.

The land and improvements being submitted to the condominium form of ownership by this Declaration of Condominium are the initial phase of a phase condominium containing a total of twenty-four (24) phases.

5.1 Anticipated Phases. The plot plan attached hereto as Exhibit A-1 indicates that there are a total of twenty-seven (27) units planned in VIA DEL MAR II. The initial phase contains four (4) units. Each of the remaining twenty-three (23) units is a single phase. Paragraph 5.3 indicates the phase number for each unit and, therefore, indicates the sequence in which the phases will be built. Units 60 and 61 and Units 67 and 68 are each contained within one (1) two (2) unit building. All other units are each a single building. Therefore, there are a total of twenty-seven (27) units when all phases are constructed.

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building. Therefore, there are a total of twenty-seven (27) units when all phases are constructed.

5.2 Impact of Additional Phases on Initial Phase. If and when all phases are completed, the condominium will contain twenty-seven (27) units. The initial phase contains one (1) unit. Therefore, completion of all phases will increase the number of units using all common areas and recreation facilities. However, as each phase is completed and added, the total number of unit owners paying for maintenance of all the common areas and recreation facilities will increase.

5.3 Completion Dates. Each phase will be completed on or before the dates specified hereafter:

<u>Phase Number</u>	<u>Unit Number</u>	<u>Completion Date</u>
2	86	December 31, 1981
3	60	December 31, 1983
4	61	December 31, 1983
5	62	December 31, 1983
6	63	December 31, 1983
7	66	December 31, 1983
8	67	December 31, 1983
9	68	December 31, 1983
10	69	December 31, 1983
11	70	December 31, 1983
12	73	December 31, 1983
13	74	December 31, 1983
14	75	December 31, 1983
15	76	December 31, 1983
16	77	December 31, 1983
17	78	December 31, 1983
18	79	December 31, 1983
19	80	December 31, 1983
20	81	December 31, 1983
21	82	December 31, 1983
22	83	December 31, 1983
23	84	December 31, 1983
24	85	December 31, 1983

5.4 Description of Entire Lands to be Submitted. Upon completion of all phases in VIA DEL MAR II, the property hereafter described on Exhibit A-1 attached hereto and made a part hereof will be submitted to the Condominium form of ownership.

5.5 Description of Each Phase. Attached hereto as composite Exhibit A-2 are surveys of each phase with legal descriptions of each phase shown thereon.

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5.6 The Total Number and General Size of Each Unit. If all additional phases are completed, the total number of additional units will be twenty-six (26) units. The total number of additional buildings will be twenty-three (23). As stated, Units 71 and 72 are contained within one (1) two (2) unit building; similarly, Units 60 and 61 and Units 67 and 68 are each contained within one (1) two (2) unit building. All other units are each contained in a single building. All units will be constructed in accordance with the phasing schedule provided herein. All units in the Condominium are classified as follows:

- Unit Type A - Two Bedrooms and Two Bathrooms
- Unit Type A/Rev - Opposite Hand of Unit Type A
- Unit Type B - Two Bedrooms and Two Bathrooms
- Unit Type B/Rev - Opposite Hand of Unit Type B
- Unit Type C - Two Bedrooms and Two Bathrooms
- Unit Type D - Two Bedrooms and Two Bathrooms
- Unit Type E - Three Bedrooms and Two and One-Half Bathrooms

Each unit will be the type designated in accordance with the following Unit Type Schedule:

<u>Unit Number</u>	<u>Unit Type</u>
60	B
61	B-Rev
62	A-Rev
63	B
64	A-Rev
65	B
66	A-Rev
67	B
68	D-Rev
69	A-Rev
70	B
71	A-Rev
72	A
73	B
74	A
75	A-Rev
76	C
77	C
78	C
79	C
80	C
81	C
82	C
83	D
84	C
85	D
86	E

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5.6 The Total Number and General Size of Each Unit. If all additional phases are completed, the total number of additional units will be twenty-six (26) units. The total number of additional buildings will be twenty-three (23). As stated, Units 71 and 72 are contained within one (1) two (2) unit building; similarly, Units 60 and 61 and Units 67 and 68 are each contained within one (1) two (2) unit building. All other units are each contained in a single building. All units will be constructed in accordance with the phasing schedule provided herein. All units in the Condominium are classified as follows:

- Unit Type A - Two Bedrooms and Two Bathrooms
- Unit Type A/Rev - Opposite Hand of Unit Type A
- Unit Type B - Two Bedrooms and Two Bathrooms
- Unit Type B/Rev - Opposite Hand of Unit Type B
- Unit Type C - Two Bedrooms and Two Bathrooms
- Unit Type D - Two Bedrooms and Two Bathrooms
- Unit Type E - Three Bedrooms and Two and One-Half Bathrooms

Each unit will be the type designated in accordance with the following Unit Type Schedule:

<u>Unit Number</u>	<u>Unit Type</u>
60	B
61	B-Rev
62	A-Rev
63	B
64	A-Rev
65	B
66	A-Rev
67	B
68	B-Rev
69	A-Rev
70	B
71	A-Rev
72	A
73	B
74	A
75	A-Rev
76	C
77	C
78	C
79	C
80	C
81	C
82	C
83	D
84	C
85	D
86	E

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5.7 Proportionate Share of Common Ownership, Expense and Surplus.

With the filing of this Declaration, the initial phase will be declared a Condominium. Unit 86, as the initial phase, will have as an appurtenance one hundred percent (100%) of the common elements, expense and surplus. When all units are completed and added to this Condominium, Units 60 through 75 will each have as an appurtenance 2.895% of the common elements, expense and surplus, and the sixteen (16) units designated as Units 60 through 75 inclusive will have as appurtenances thereto 46.32% of the common elements, expense and surplus. When all units are completed, units designated 76 through 86 inclusive will each have as an appurtenance thereto 4.88% of the common elements, expense and surplus and the eleven (11) units designated as 76 through 86 inclusive will have as an appurtenance thereto 53.68% of the total common elements, expense and surplus. Units designated as Units numbered 60 through 75 inclusive are all A and B Type Units as those Units are described in this Declaration. Units designated as Units 76 through 86 inclusive are all Unit Types C, D or E as those Unit Types are designated in this Declaration. Therefore, as each phase is added to this Condominium, the percentages will be adjusted so that the percentages assigned to each A and B Unit in the Condominium as amended for the addition of such phase shall be a percentage determined by dividing the total number of A and B Units in the Condominium as amended into 46.32%. The percentages assigned to each C, D and E Unit will be determined by dividing the total number of C, D and E Units into 53.68%.

5.8 Recreation Facilities. A pool is constructed on the following described real property:

A parcel of land in Section 8, Township 41 South, Range 43 East, Palm Beach County, Florida, more particularly described as follows:

From the intersection of the Easterly right-of-way line of U. S. Highway No. 1, as shown on Road Plat Book 2, Page 110, Palm Beach County, Florida, Public Records, with the South line of Government Lot 4 of said Section 8, run South 89°34'51" East, along the South line of said Government Lot 4, a distance of 795.00 feet; thence North 00°25'09" East, a distance of 440.00 feet; thence South 89°34'51" East, a distance of 428.75 feet to the Point of Beginning; continue South 89°34'51" East, a distance of 56.24 feet; thence South 02°42'33" West, a distance of 100.08 feet; thence North 89°34'51" West, a distance of 52.24 feet; thence North 00°25'09" East, a distance of 100.00 feet to the POINT OF BEGINNING.

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Upon completion and transfer of title to all units to be constructed by Developer, title to the above-described real property will be conveyed to the Association.

5.9 Association Ownership and Voting Right. Each unit owner is entitled to one (1) vote in the affairs of the Association and each unit owner has an undivided ownership interest in Association property equal to a fraction the numerator of which is one (1) and the denominator of which is the total number of units in all condominiums governed by the Association. As phases are added, the number of members in the Association will increase to be equal to the number of units in VIA DEL MAR II CONDOMINIUM, and each owner will continue to have one vote.

5.10 Time Share Estates. There will be no time share estates created by Developer in any phase of this Condominium.

5.11 Ownership of Common Elements if All Phases are not Built. If any phases are not completed and submitted to this Declaration of Condominium, the common elements of this condominium will be those items of real and personal property defined in Paragraph 2.5 hereof which are submitted to this Declaration of Condominium and the unit owners will own one hundred percent (100%) of such common elements as each unit owner will own an undivided interest in such common elements equal to the proportionate share assigned to that unit computed in accordance with Paragraph 5.7 hereof. If any of the phases described herein are not completed and submitted to this Declaration of Condominium, the unit owners or the Association will have no ownership interest in any real or personal property contained within any phase not so completed and submitted.

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5.12 Encroachments. In the event improvements in any future or additional phase encroach upon the initial phase or any future or additional phase which has been submitted to this Declaration by amendment as set forth in Paragraph 5.13 hereof, the phase boundaries may be altered by the Developer to remove such encroachment without the consent or joinder of the Association or unit owners and will be altered by amendment to this Declaration executed solely by the Developer and recorded in the Public Records of Palm Beach County. Such amendment will be effective without joinder or consent of the Association or unit owners even if such amendment alters appurtenances to units or changes boundaries of existing common elements.

5.13 Amendment. Any amendment required to add additional phases and to submit additional phases to this Declaration of Condominium will be valid if executed by Developer. Consent to such amendment by unit owners or the Association will not be required. A form of the amendment to be used to submit additional phases to this Declaration is attached hereto as Exhibit E.

6. MAINTENANCE, ALTERATION AND IMPROVEMENT. Responsibility for the maintenance of the condominium property, and restrictions upon its alteration and improvement, shall be as follows:

6.1 Units.

(a) By the Unit Owner. The responsibility of the Unit Owner shall be as follows:

(1) To maintain, repair and replace at his expense, all portions of his Unit. Such shall be done without disturbing the rights of other Unit Owners. The Unit Owners shall repair and replace all windows, screens and sliding doors and all parts thereof damaged or destroyed.

(2) Not to paint or otherwise decorate or change the appearance of any portions of the exterior of the unit building without the prior written consent of the Developer or the Board of Administration of the Association. No radio or television antenna shall be attached to or installed on any part of the unit building; no patios,

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terraces or balconies shall be altered or enclosed; no shutters, awnings, jalousies, sun screens or other additions or fixtures of any kind shall be attached to or installed upon any patio, terrace or balcony or on or over any windows without the prior written consent of the Developer or Board of Administration of the Association. Notwithstanding the foregoing, storm shutters may be installed in the event of a storm or hurricane warning and must be removed immediately following the storm or hurricane warning. In the event of any improper or unauthorized additions or alterations, the Developer or the Association may enter the premises and remove the same at the owner's expense. The Developer or the Association shall have a lien upon such unit for all costs of removal and for all court costs and attorneys' fees incurred in the collection thereof. No such removal shall take place unless and until five (5) days notice thereof shall have been given to the owner by mailing to such owner at the address of the unit written notice and demand that the owner remove the offending alteration within said five (5) day period.

(3) To maintain and repair all portions of the unit including, but not limited to, interior surfaces, surfaces of outside walls and roof area and all fixtures on exterior boundaries, all conduits, ducts, plumbing, wiring and other facilities for the furnishing of utility services. Normal maintenance of exterior walls and roof of a unit such as cleaning, recoating or repainting, shall be done uniformly and at the same time for all units in a building. Provided, however, that any and all of such maintenance or repair which will alter the exterior color or design of any unit or building can only be done with written approval of the Developer, while the Developer owns units in VIA DEL MAR II or condominiums adjacent VIA DEL MAR II and the Board of Administration. If a building is in need of such general maintenance and repair, and the unit owners fail to provide such maintenance and repair within thirty (30) days after written notice is received from the Association notifying the owners of all units in the building that such maintenance and repair is required, the Association shall provide such maintenance and repair as is required and the expense thereof shall be borne proportionately by the unit owners in the building

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receiving the maintenance and repair. The Association shall have a lien on each such unit for that unit's proportionate share of costs for the maintenance and repair and for all court costs and attorneys' fees incurred in the collection thereof.

(4) Alteration and Improvement. Except as elsewhere reserved to Developer, neither an apartment owner nor the Association shall make any alteration in the exterior walls, roof area, patio, terrace or balconies of a unit or building; or remove any portion of such, or make any additions to them, or do anything that would jeopardize the safety or soundness of the unit building, or impair any easement without first obtaining approval in writing of owners of all units in which such work is to be done and the approval of the Board of Administration of the Association. A copy of plans for all such work prepared by an architect licensed to practice in this State shall be filed with the Association prior to the start of work.

6.2 Common Elements.

(a) By the Association. The maintenance and operation of the common elements shall be the responsibility of the Association and a common expense.

(b) Alteration and Improvement. After the completion of the improvements included in the common elements contemplated by this Declaration, there shall be no alteration nor further improvement of the real property constituting the common elements without the prior written consent of the Developer or by the owners of not less than seventy-five percent (75%) of the units. Any such alteration or improvement shall not interfere with the rights of any unit owners without their consent. The cost of such work shall not be assessed against the bank, life insurance company, or savings and loan association that acquires its title as the result of owning a mortgage upon the unit owned, unless such owner shall approve the alteration or improvement, and this shall be so whether the title is acquired by deed from the mortgagor or through foreclosure proceedings. The share of any cost not so assessed shall be assessed to the other unit owners in the shares that their shares in the common elements bear to each other. There shall be no change in the shares and rights of each unit owner in the common ele-

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ments altered or further improved, whether or not the unit owner contributes to the cost of such alteration or improvements.

6.3 Limited Common Elements.

(a) By the Association. All limited common elements will be maintained by the Association.

(b) Alteration and Improvement. After the completion of the improvements included or to be included in the common elements contemplated by Paragraph 2.5, Section 5 of the Declaration, there shall be no alteration nor further improvement of the real property constituting the common elements without prior approval in writing by the owners of not less than seventy-five percent (75%) of the units. Any such alteration or improvement shall not interfere with the rights of any unit owners without their consent.

7. ASSESSMENTS. The making and collection of assessments against unit owners for common expenses shall be pursuant to the By-Laws and subject to the following provisions:

7.1 Share of Common Expense. Each unit owner shall be liable for a proportionate share of the common expenses, and shall share in the common surplus, such shares being the same as the undivided share in the common elements appurtenant to the apartments owned by him, as said shares are calculated in Paragraph 3.1 hereof and adjusted in accordance with Paragraph 5.7 hereof. Provided, however, if additional units are constructed by Developer on lands contiguous to the lands which comprise VIA DEL MAR II and are submitted to the condominium form of ownership, the VIA DEL MAR CONDOMINIUM ASSOCIATION, INC. will govern and manage those additional condominiums. The recreation facilities to be owned by the Association will be held for and available to all owners of units in VIA DEL MAR II and such additional condominium or condominiums. The Association will adopt a budget for each condominium it maintains. Provided, however, that the Association will be entitled to contract for services and incur expenses to maintain and operate the common elements of all condominiums it manages and maintains. In the event the Association contracts for such services, or incurs such expenses, the cost of such services and expenses will be proportionately allocated to each condominium and thereby cost will be a part of the

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budget for each condominium. The proportion of such costs and expenses allocatable to each condominium will be a fraction with the numerator the number of condominium units in the condominium for which the proportion is calculated and the denominator is the total number of units in all condominiums operated and maintained by the Association. The proportion of costs and expense so allocated is cost and expense properly incurred by the Association for the condominium maintained and operated by the Association for which the proportion is allocated. The Association will also enter contracts for services and incur expenses to maintain and operate the recreation facilities owned by the Association for the use and benefit of its members. The proportion of such cost and expense allocatable to each condominium and budgeted for each condominium will be calculated in the same manner as the proportion of expense and cost of maintenance and operation of common elements. The proportion of costs and expenses allocated to a condominium is cost and expense properly incurred by the Association for the condominium maintained and operated by the Association.

7.2 Interest; Application of Payments. Assessments and installments on such assessments paid on or before ten (10) days after the date when due shall not bear interest, but all sums not paid on or before ten (10) days after the date when due shall bear interest at the rate of ten per cent (10%) per annum from the date when due until paid. All payments upon account shall be first applied to interest and then to the assessment payment first due.

7.3 Lien for Assessments. The lien for unpaid assessments (as established by Florida Statute Chapter 718) shall also secure reasonable attorneys' fees incurred by the Association incident to the collection of such assessment or enforcement of such lien including fees on appeal.

7.4 Rental Pending Foreclosure. In any foreclosure of a lien for assessments, the owner of the unit subject to the lien shall be required to pay a reasonable rental for the unit, and the Association shall be entitled to the appointment of a receiver to collect the same.

7.5 First Mortgagee Not Liable for Delinquent Assessments. Where the mortgagee of the first mortgage of record, or other purchaser of a

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condominium parcel obtains title to the condominium parcel as a result of foreclosure of the first mortgage, or by voluntary conveyance in lieu of foreclosure, such mortgagee or purchaser shall not be liable for the share of common expenses or assessments by the Association pertaining to such condominium parcel which became due prior to acquisition of title by said mortgagee or purchaser as a result of the foreclosure or voluntary conveyance in lieu of said foreclosure, unless such share is secured by a claim of lien for assessments that is recorded prior to the recording of the foreclosed mortgage. Such unpaid share of common expenses or assessments shall be deemed to be common expenses collectible from all of the owners of condominium parcels, including a successor or assign of the mortgagee or purchaser. The waiver of liability granted herein for the payment of past due assessments shall in no event apply to a Unit Owner who holds a foreclosure upon a purchase money mortgage.

7.6 Each Owner Pays Assessments. Except as provided for in Paragraph 7.5 above, and in this paragraph, no Unit Owner may be excused from the payment of his proportionate share of the common expenses unless all units are likewise proportionately excused from such payment, except in the following cases:

(a) No Action Detrimental to Developer During Sales Period. If a Developer holds units for sale in the ordinary course of business, none of the following actions may be taken without approval in writing by the Developer.

- (1) Assessment of the Developer as a Unit Owner for capital improvements.
- (2) Any action by the Association that would be detrimental to the sales of the units by the Developer, PROVIDED, HOWEVER, that an increase in assessments for common expenses without discrimination against the Developer shall not be deemed to be detrimental to the sales of units.

8. ASSOCIATION. The operation of this condominium shall be by VIA DEL MAR CONDOMINIUM ASSOCIATION, INC., a corporation not for profit

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under the laws of the State of Florida, which shall fulfill its function pursuant to the following provisions:

8.1 Articles of Incorporation. A copy of the Articles of Incorporation of the Association is attached hereto as Exhibit C.

8.2 By-Laws. The By-Laws of the Association shall be the By-Laws of this Condominium, of copy of which is attached hereto as Exhibit D.

8.3 Restraint Upon Assignment of Shares in Assets. The share of a member in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to his Unit.

8.4 Approval or Disapproval of Matters. Whenever the decision of a Unit Owner is required upon any matter, whether or not the subject of an Association meeting, such decision shall be expressed by the same person who would cast the vote for such unit at an Association meeting, unless the joinder of record owners is specifically required by this Declaration.

9. INSURANCE. The insurance other than title insurance that shall be carried upon the condominium property and the property of the unit owners shall be governed by the following provisions:

9.1 Unit Owners. Each Unit Owner must insure his unit, as unit is defined in Section 3.7 hereof in an amount equal to the maximum insurable replacement value, excluding foundation and excavation costs. Such coverage shall afford protection against:

- (1) loss or damage by fire and other hazards covered by a standard extended coverage endorsement;
- (2) such other risks as from time to time shall be customarily covered with respect to buildings similar in construction, location and use as the building in which the unit exists, including, but not limited to, flooding, vandalism and malicious mischief;
- (3) each unit owner shall submit proof of insurance and a statement of coverages to the Association when the unit owner takes title to the unit. The Association shall set regulations and standards for insurance coverages and will set procedures for keeping accurate record and account of all cover-

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ages for all units. If the Board of Administration, or any committee designated by the Board of Administration, ascertains that coverage does not exist or that coverage is inadequate, the Association shall notify the unit owners, in writing, of the insurance requirements for that unit. The unit owner shall, within seven (7) days of receipt of such notice, provide the Association with proof that the unit owner has purchased the required insurance. If the unit owner fails to comply with this provision, the Association is empowered to purchase the required insurance, as agent for the unit owner, and shall have a lien on the unit for the cost thereof and costs of collection including court costs and attorney's fees.

(4) All insurance policies upon the units purchased by unit owners shall name the unit owner as the named insured. Provision shall be made for the issuance of mortgagee endorsements and memoranda of insurance to the mortgagees of unit owners. Such policies shall provide that payments by the insurer for losses shall be made to the Insurance Trustee designated herein. All policies and their endorsements shall be deposited with the Insurance Trustee.

9.2 Authority to Purchase; Named Insured. All insurance policies upon the common elements, condominium property, recreational and other facilities shall be purchased by the Association. The named insured shall be the Association individually and as agent for the Unit Owners, without naming them, and as agent for their mortgagees. Provision shall be made for the issuance of mortgage endorsements and memoranda of insurance to the mortgagees of unit owners. Such policies shall provide that payments by the insurer for losses shall be made to the Insurance Trustee designated herein, and all policies and their endorsements shall be deposited with the Insurance Trustee. Unit owners must obtain casualty coverage at their own expense upon their units and personal property and for their personal liability and living expense.

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9.3 Coverage.

(a) Casualty. All improvements which are common elements or owned by the Association shall be insured in such amounts that the insured will not be co-insurer except under deductible clauses required to obtain coverage at a reasonable cost. The coverage shall exclude foundation and excavation costs. All personal property included in the common elements shall be insured. Values of insured property shall be determined annually by the Board of Administration of the Association. Insurance coverage shall afford protection against:

- (1) loss or damage by fire and other hazards covered by a standard extended coverage endorsement, and
- (2) such other risks as from time to time shall be customarily covered, including, but not limited to, insurance covering flooding, vandalism and malicious mischief. The bailee liability, if any, of the Association to unit owners shall be insured.

When appropriate and possible, the policies shall waive the insurer's right to:

- (i) subrogation against the Association and against the unit owners individually and as a group;
- (ii) the pro rata clause that reserves to the insurer the right to pay only a fraction of any loss if other insurance carriers have issued coverage upon the same risk; and
- (iii) avoid liability for a loss that is caused by an act of the Board of Administrators of the Association, or by a member of the Board of Administrators of the Association or by one or more unit owners.

(b) Public liability in such amounts and with such coverage as shall be required by the Board of Administrators of the Association, including, but not limited to, hired automobile and nonowned automobile coverages, and with cross liability endorsement to cover liabilities of the unit owners as a group to a unit owner.

(c) Workmen's compensation policy to meet the requirements of law.

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(d) Such other insurance as the Board of Administrators of the Association shall determine from time to time to be desirable.

9.4 Premiums. Premiums upon insurance policies purchased by the Association shall be paid by the Association as a common expense. Premiums upon insurance policies purchased by unit owners shall be the sole expense of unit owners.

9.5 Insurance Trustee; Shares of Proceeds. All insurance policies purchased by the Association or unit owners shall be for the benefit of the Association and the unit owners and their mortgagees as their interests may appear, and shall provide that all proceeds covering property losses shall be paid to THE BANK OF PALM BEACH & TRUST COMPANY, or to such other bank in Florida with trust powers as may be designated as Insurance Trustee by the Board of Administration of the Association, which trustee is referred to in this instrument as the Insurance Trustee. The Insurance Trustee shall not be liable for payment of premiums nor for the sufficiency of policies nor for the failure to collect any insurance proceeds. The duty of the Insurance Trustee shall be to receive such proceeds as are paid and hold the proceeds in trust for the purposes elsewhere stated in this instrument and for the benefit of the unit owners and their mortgagees in the following shares, but which shares need not be set forth on the records of the Insurance Trustee:

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

(b) Units. Proceeds on account of damage to units shall be held in the following undivided shares:

(1) When the building is to be restored - for the owners of damaged units in proportion to the cost of repairing the damage suffered by each unit owner, which cost shall be determined by the Association.

(2) When the building is not to be restored - an undivided share for each unit owner, such share being the same as

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the undivided share in the common elements appurtenant to his unit.

(c) Mortgages. 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, and no mortgagee shall have any right to apply or have applied to the reduction of a mortgage debt any insurance proceeds except distributions of such proceeds made to the unit owner and mortgagee pursuant to the provisions of the Declaration.

9.6 Distribution of Proceeds. Proceeds of insurance policies received by the Insurance Trustee shall be distributed to or for the benefit of the beneficial owners in the following manner:

(a) Expense of the Trust. All expenses of the Insurance Trustee shall be paid first or provision made for such payment.

(b) Reconstruction or Repair. If the damage for which the proceeds are paid is to be repaired or reconstructed, the remaining proceeds shall be paid to defray the cost of such as elsewhere provided. Any proceeds remaining after defraying such costs shall be distributed 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 mortgages.

(c) Failure to Reconstruct or Repair. If it is determined in the manner elsewhere provided that the damage for which proceeds are paid shall not be reconstructed or repaired, the remaining proceeds shall be distributed 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.

(d) Certificate. In making distribution to unit owners and their mortgagees, the Insurance Trustee may rely upon a certificate of

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the Association made by its President and Secretary as to the names of the unit owners and their respective shares of the distribution.

9.7 Association as Agent. The Association is irrevocably appointed agent for each unit owner and for owner of a mortgage or other lien upon a unit and for each owner of any other interest in the condominium property to adjust all claims arising under insurance policies purchased by the Association, and to execute and deliver releases upon the payment of claims.

10. RECONSTRUCTION OR REPAIR AFTER CASUALTY.

10.1 Determination to Reconstruct or Repair. If any part of the condominium property shall be damaged by casualty, whether or not it shall be reconstructed or repaired shall be determined in the following manner:

(a) Common Elements. If the damaged improvement is a common element, or the recreation facilities owned by the Association, the damaged property shall be reconstructed or repaired, unless it is determined in the manner elsewhere provided that the condominium shall be terminated.

(b) Condominium Building.

(1) Lesser Damage. If the damaged improvement is a condominium building, the damaged property shall be reconstructed or repaired unless within sixty (60) days after the casualty it is determined by agreement in the manner elsewhere provided that the condominium shall be terminated.

(2) Greater Damage. If the damaged improvement is a condominium building or buildings, and if units to which more than fifty percent (50%) of the common elements of the entire condominium are appurtenant are found by the Board of Administration to be not tenantable, then the damaged property will not be reconstructed or repaired and the condominium will be terminated without agreement as elsewhere provided; unless within sixty (60) days after the casualty the owner of not less than two-thirds (2/3) of the units agree in writing to such reconstruction or repair.

(3) Certificate. The Insurance Trustee may rely upon a certificate of the Association made by its President and Secretary to determine whether or not the damaged property is to be reconstructed or repaired.

10.2 Plans and Specifications. Any reconstruction or repair must be substantially in accordance with the plans and specifications of the original buildings, portions of which are attached as exhibits, or, if not, then according to plans and specifications approved by the Board of Administration of the Association, and if the damaged property is a condominium building, by the owners of not less than three (3) of the units in each building to be reconstructed, including the owners of all damaged units, which approval shall not be unreasonably withheld.

10.3 Responsibility. If the damage is only to those parts of one unit for which the responsibility of maintenance and repair is that of the unit owner, the unit owner shall be responsible for reconstruction and repair after casualty. All such repairs shall be completed without delay. The Insurance Trustee shall make loss process available to unit owners to defray such costs of reconstruction and repair. In all other instances, the responsibility of reconstruction and repair after casualty shall be that of the Association.

10.4 Estimates of Costs. Immediately after determination is made to rebuild or repair damage to property for which the Association has the responsibility of reconstruction and repair, the Association shall obtain reliable and detailed estimates of the cost to rebuild or repair.

10.5 Assessments. If the proceeds of insurance are not sufficient to defray the estimated costs of reconstruction and repair, or if at any time during reconstruction or repair, the funds for payment of the costs of reconstruction and repair are insufficient, assessments shall be made against the unit owners who own the damaged units, in sufficient amounts to provide funds for the payment of such costs. Such assessment against unit owners for damage to units shall be in proportion to the cost of reconstruction and repair of their respective apartments. Such assessments on account of damage to common elements shall be in proportion to the owner's share in the common elements.

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10.6 Construction Funds. The funds for payment of costs of reconstruction and repair after casualty, which shall consist of proceeds of insurance held by the Insurance Trustee and funds collected by the Association from assessments against unit owners, shall be disbursed in payment of such costs in the following manner:

(a) Association. If the total assessments made by the Association in order to provide funds for payment of costs of reconstruction and repair that is the responsibility of the Association is more than \$5,000.00, then the sums paid upon such assessments shall be deposited by the Association with the Insurance Trustee. In all other cases, the Association shall hold the sums paid upon such assessments and disburse them in payment of the costs of reconstruction and repair.

(b) Insurance Trustee. The proceeds of insurance collected on account of a casualty, and the sums deposited with the Insurance Trustee by the Association from collections of assessments against unit owners on account of such casualty shall constitute a construction fund which shall be disbursed in payment of the costs of reconstruction and repair in the following manner and order:

(1) Association - lesser damage. If the amount of the estimated costs of reconstruction and repair that is the responsibility of the Association is less than \$5,000.00, then the construction fund shall be disbursed in payment of such costs upon the order of the Association; provided, however, that upon request to the Insurance Trustee by a mortgagee that is a beneficiary of an insurance policy, the proceeds of which are included in the construction fund, such shall be disbursed in the manner provided for the reconstruction and repair of major damage.

(2) Association - major damage. If the amount of the estimated costs of reconstruction and repair that is the responsibility of the Association is more than \$5,000.00, then the construction fund shall be disbursed in payment of such costs in the manner required by the Board of Administration of the Association and upon approval of an architect qualified to practice in Florida and employed by the Association to supervise the work.

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(3) Unit Owner. The portion of insurance proceeds representing damage for which the responsibility of reconstruction and repair lies with a unit owner shall be paid by the Insurance Trustee to the unit owner, or if there is a mortgagee endorsement as to the unit, then to the unit owner and the mortgagee jointly, who may use such proceeds as they may be advised.

(4) Surplus. It shall be presumed that the first monies disbursed in payment of costs of reconstruction and repair shall be from insurance proceeds. If there is a balance in a construction fund after payment of all costs of the reconstruction and repair for which the fund is established, such balance shall be disbursed to the beneficial owner of the fund in the manner elsewhere stated; except, however, that the part of a distribution to a beneficial owner that is not in excess of assessments paid by such owner into the construction fund shall not be made payable to any mortgagee.

(5) Certificate. Notwithstanding the provision of this instrument, the Insurance Trustee shall not be required to determine whether or not sums paid by the unit owners upon assessments shall be deposited by the Association with the Insurance Trustee, nor to determine whether the disbursements from the construction fund are to be upon the order of the Association or upon the approval of an architect or otherwise, nor whether a disbursement is to be made from the construction fund, nor to determine the payee nor the amount to be paid. Instead, the Insurance Trustee may rely upon a certificate of the Association made by its President and Secretary as to any and all of such matters and stating that the sums to be paid are due and properly payable and stating the name of the payee and the amount to be paid; provided that when a mortgagee is required in this instrument to be named as payee, the Insurance Trustee shall also name the mortgagee as a payee of any distribution of insurance proceeds to a unit owner; and further provided, that when the Association, or mortgagee that is the beneficiary of an insurance policy whose proceeds are included in the construction fund so requires, the approval of an architect named

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by the Association shall be first obtained by the Association upon disbursement in payment of costs of reconstruction and repair.

11. USE RESTRICTIONS. The use of the condominium property and recreational facilities shall be in accordance with the following provisions so long as the condominium exists and the condominium buildings in useful condition exist upon the land.

11.1 Units. Each of the units shall be occupied only by the record owner or owners of the units, their guests, lessees and servants, as a residence and for no other purpose. No unit may be divided or subdivided into smaller units nor any portion sold or otherwise transferred without amending this Declaration to show the changes in the units to be affected.

11.2 Common Elements. In order to provide for congenial occupancy of each building, the common elements shall be used only for the purpose for which they are intended in furnishing of services and facilities for the enjoyment of the units.

11.3 Loud Vehicles or Machines. No truck, van, pickup, tractor, recreational vehicle, or loud or noisy vehicle, machine or device shall be used, operated, stored or parked in any unit, parking area, street or other portion of the condominium property; provided, however, that this provision shall not preclude the use of delivery trucks or other trucks, equipment or machinery necessary for the maintenance, care or protection of the condominium property.

11.4 Nuisances. No nuisance shall be allowed upon the condominium property or recreational facilities, nor any use or practice that is the source of annoyance to residents or which interferes with the peaceful possession and proper use of the property by its residents. All parts of the condominium shall be kept in a clean and sanitary condition, and no rubbish, refuse or garbage allowed to accumulate nor any fire hazard allowed to exist. No unit owner shall permit any use of his unit or make any use of the common elements that will increase the cost of insurance upon the condominium property.

11.5 Unlawful Use. No immoral, improper, offensive or unlawful use shall be made of the condominium property, recreational facilities, nor any part of it; and all valid laws, zoning ordinances and regula-

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tions of all governmental bodies having jurisdiction shall be observed. The responsibility of meeting the requirements of governmental property or recreational facilities shall be the same as the responsibility for maintenance and repair of the property concerned.

11.6 Windows and Doors. No change shall be made in the color or kind of any exterior wall, roof area, fence or enclosure, balcony, window, door, glass or screen without the prior written consent of the Board of Administration of the Association. All draperies which can be seen from any unit or portion of the common elements will be lined on the side which can be seen from any unit or portion of the common elements.

11.7 Guests. The owners of units shall be fully responsible for the activities and actions of their guests and visitors and shall take all action necessary or required to insure that all guests and visitors fully comply with the provisions of the Declaration of Condominium and all rules and regulations of the Association.

11.8 Pets. No unit or portion of the condominium property shall be occupied by any pet animal weighing more than twenty-five (25) pounds except as specifically permitted in writing by the Board of Administration of the Association. No pet animals shall be allowed outside of a unit unless leashed or under the direct control and in the presence of the owner thereof. No pet animal shall be allowed to create or cause any disturbance or nuisance of any kind. The owner of any pet shall be liable for any and all damage caused by such animal to any part of the condominium property. Any permission for a pet to occupy any unit or other portion of the condominium property may be withdrawn at any time with or without cause by the Board of Administration.

11.9 Children. Children are allowed as permanent residents. However, they should not cause disturbances and their conduct while on the condominium property is the responsibility of their parents at all times.

11.10 Proviso. Provided, however, that until Developer has completed all of the contemplated improvements and closed the sales of all of the units of the condominium and additional phase condominiums,

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neither unit owners nor the Association nor the users of the condominium property shall interfere with the completion of the contemplated improvements and the sale, including, but not limited to, maintenance of a sales office, the showing of the property, and the display of signs.

12. MAINTENANCE OF COMMUNITY INTEREST. In order to maintain a community of congenial residents who are financially responsible and thus protect the value of the units, the transfer of units by any owner other than the Developer shall be subject to the following provisions as long as the condominium exists, which provisions each unit owner covenants to observe:

12.1 Transfers Subject to Approval.

(a) Sale. No unit owner may dispose of a unit or any interest in a unit without approval of the Association except to an existing unit owner.

(b) Lease. No unit owner may dispose of a unit or any interest in a unit by lease without approval of the Association except to an existing unit owner.

(c) Gift. If any unit owner shall acquire title by gift, the continuance of ownership of the unit shall be subject to the approval of the Association.

(d) Devise or Inheritance. If any unit owner shall acquire title by devise or inheritance, the continuance of ownership of the unit shall be subject to the approval of the Association.

(e) Other Transfers. If any unit owner shall acquire title by any other form or transfer, the continuance of ownership of the unit shall be subject to the approval of the Association,

12.2 Approval by Association. The approval of the Association is required for the transfer of ownership of units and shall be obtained in the following manner:

(a) Notice to Association.

(1) Sale. A unit owner intending to make a bona fide sale of a unit or any interest in it shall give to the Association notice of such intention, together with the name and address of the intended purchaser, the purchase price and terms, and such

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other information concerning the intended purchaser as the Association may reasonably require. Such notice at the unit owner's option may include a demand by the unit owner that the Association furnish a purchaser of the unit if the proposed purchaser is not approved; and if such demand is made, the notice shall be accompanied by an executed copy of the proposed contract to sell. Such notice shall be in writing and shall be mailed to the Association by registered or certified mail.

(2) Lease. The unit owner intending to make a bona fide lease of a unit or any interest in it shall give to the Association notice of that intention, together with the name and address of the intended lessee, such other information concerning the intended lessee as the Association may reasonably require and an executed copy of the proposed lease.

(3) Gift; Devise or Inheritance; Other Transfers. A unit owner who has obtained title by gift, devise or inheritance, or by any other manner not previously considered, shall give to the Association notice of the acquiring of title, together with such information concerning the unit owner as the Association may reasonably require and a certified copy of the instrument evidencing the owner's title. Notice shall be given in the manner set forth in Paragraph (1) above.

(4) Failure to Give Notice. If the above required notice to the Association is not given, then at any time after receiving knowledge of a transaction or event transferring ownership or possession of a unit the Association, at its election and without notice, may approve or disapprove the transaction or ownership. If the transaction is disapproved, the Association need not comply with the procedures set forth in Paragraph 12.4 hereof.

(b) Certificate of Approval.

(1) Sale. If the proposed transaction is a sale, then within thirty (30) days after receipt of such notice and information the Association must either approve or disapprove the proposed transaction. If approved, the approval shall be stated in a certificate executed by the President or Vice-President and Secre-

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tary or an Assistant Secretary of the Association, which shall be recorded in the Public Records of Palm Beach County, Florida, at the expense of the purchaser.

(2) Lease. If the proposed transaction is a lease, then within thirty (30) days after receiving the notice and information, the Association must either approve or disapprove the proposed transaction. If approved, the approval shall be stated in a certificate executed by the President and Secretary of the Association in recordable form, which, at the election of the Association, shall be delivered to the lessee or shall be recorded in the Public Records of Palm Beach County, Florida, at the expense of lessee.

(3) Gift; Devise or Inheritance; Other Transfers. If the unit owner giving notice has acquired his title by gift, devise or inheritance, or in any other manner, then within thirty (30) days after receipt of such notice and information, the Association must either approve or disapprove the continuance of the owner's ownership of his unit. If approved, the approval shall be stated in a certificate executed by the President or Vice-President and Secretary or Assistant Secretary of the Association, which shall be recorded in the Public Records of Palm Beach County, Florida, at the expense of the unit owner.

(c) Approval of Corporate Owner or Purchaser. Inasmuch as the condominium may be used only for residential purposes and a corporation cannot occupy a unit for such use, if the unit owner or purchaser of a unit is a corporation, the approval of ownership by the corporation may be conditioned on requiring that all persons occupying the unit be approved by the Association.

(d) Expense of Approval. The Association may by resolution of the Board of Administration establish from time to time reasonable charges to be paid by those parties seeking approval required by Paragraph 11 hereof. Such reasonable charges shall be in an amount permitted by law and reasonably necessary to reimburse the Association for costs and expenses incurred in connection with the investigation of the request and the preparation of documents reflecting such approval.

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12.3 Disapproval by Association. If the Association shall disapprove a transfer of ownership of a unit after receiving the requisite notice thereof, the matter shall be disposed of in the following manner:

(a) Sale. If the proposed transaction is a sale and if notice of sale given by the unit owner shall so demand, then within sixty (60) days after receipt of such notice and information the Association shall deliver or mail by registered mail to the unit owner an agreement to purchase the unit concerned by a purchaser approved by the Association who will purchase and to whom the unit owner must sell the unit upon the following terms:

(1) At the option of the purchaser to be stated in writing in the agreement, the price to be paid shall be then stated in the disapproved contract to sell, or shall be the fair market value determined by arbitration in accordance with the then existing rules of the American Arbitration Association, except that the arbitrators shall be two appraisers appointed by the American Arbitration Association who shall base their determination upon the average of their appraisals of the unit; and a judgment of specific performance of the sale upon the award rendered by the arbitrators may be entered in any court of competent jurisdiction. The expense of the arbitration shall be paid by the purchaser.

(2) The purchase price shall be paid in cash.

(3) The sale shall be closed within sixty (60) days after the delivery or mailing of the agreement to purchase or within ten (10) days after the determination of the sales price if such is by arbitration, whichever is later.

(4) A certificate of the Association executed by its President or Vice-President and Secretary or Assistant Secretary and approving the purchaser shall be recorded in the Public Records of Palm Beach County, Florida, at the expense of the purchaser.

(5) If the Association shall fail to provide a purchaser upon the demand of the unit owner in the manner provided, or if

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a purchaser furnished by the Association shall default in his agreement to purchase, then notwithstanding the disapproval, the proposed transaction shall be deemed to have been approved and the Association shall furnish a certificate of approval as elsewhere provided, which shall be recorded in the Public Records of Palm Beach County, Florida, at the expense of the purchaser.

(b) Lease. If the proposed transaction is a lease, the unit owner shall be advised in writing of the disapproval and the lease shall not be made. Thirty (30) days from notice of disapproval of lessee, the Association shall supply the unit owner with a suitable tenant who will lease the unit under the same terms and conditions and for the same period of time as the lease for which the lessee is disapproved. If the Association fails to provide a lessee within such time period, then the proposed lease shall be deemed approved.

(c) Gifts, Devise or Inheritance; Other Transfers. If the unit owner giving notice has acquired his title by gift, devise or inheritance, or in any other manner, then within sixty (60) days after receipt from the unit owner of the notice and information required to be furnished, the Association shall deliver or mail by registered mail to the unit owner an agreement to purchase the unit concerned by a purchaser approved by the Association who will purchase and to whom the unit owner must sell the unit upon the following terms:

(1) The sales price shall be the fair market value determined by agreement between the seller and purchaser within sixty (60) days from the delivery or mailing of such agreement. In the absence of agreement as to price, the price shall be determined by arbitration in accordance with the then existing rules of the American Arbitration Association, except that the arbitrators shall be two appraisers appointed by the American Arbitration Association who shall base their determination upon an average of the appraisals of the unit; and a judgment of specific performance of the sale upon the award rendered by the arbitrators may be entered in any court of competent jurisdiction. The expense of arbitration shall be paid by the purchaser.

(2) The purchase price shall be paid in cash.

B9837 P1579

(3) The sale shall be closed within ten (10) days following the determination of the sales price.

(4) A certificate of the Association executed by its President or Vice-President and Secretary or Assistant Secretary shall be recorded in the Public Records of Palm Beach County, Florida, at the expense of the purchaser.

(5) If the Association shall fail to provide a purchaser as required by this instrument, or if a purchaser furnished by the Association shall default in his agreement to purchase, then notwithstanding the disapproval, such ownership shall be deemed to have been approved, and the Association shall furnish a certificate of approval as elsewhere provided, which shall be recorded at at the expense of the unit owner.

12.4 Mortgage. No unit owner may mortgage his unit nor any interest in it without the approval of the Association except to a bank, life insurance company or a savings and loan association, or to a vendee to secure a portion or all of the purchase price. The approval of any other mortgagee may be upon conditions determined by the Association or may be arbitrarily withheld.

12.5 Exceptions. The foregoing provisions of this section entitled "Maintenance of Community Interests" shall not apply to a transfer to or purchase by a bank, life insurance company or savings and loan association that acquires its title as the result of owning a mortgage upon the said unit concerned, and this shall be so whether the title is acquired by deed from the mortgagor, his successors or assigns, or through foreclosure proceedings; nor shall such provisions apply to a transfer, sale or lease by a bank, life insurance company or savings and loan association that so acquires its title. Neither shall such provisions require the approval of a purchaser who acquires the title to a unit at a duly advertised public sale with open bidding provided by law, such as, but not limited to, execution sale, foreclosure sale, judicial sale or tax sale.

12.6 Unauthorized Transactions. Any sale, mortgage or lease not authorized pursuant to the terms of this Declaration shall be void unless subsequently approved by the Association.

18037 P.1574

13. COMPLIANCE AND DEFAULT. Each unit owner shall be governed by and shall comply with the terms of the Declaration of Condominium, Articles of Incorporation, and By-Laws and the regulations adopted pursuant to those documents, all of such as they may be amended from time to time. Failure of a unit owner to comply with such documents and regulations shall entitle the Association or other unit owners to the following relief in addition to the remedies provided by the Condominium Act:

13.1 Negligence. A unit owner shall be liable for the expense of any maintenance, repair or replacement rendered necessary by his negligence or by that of any member of his family or his or their guests, employees, agents or lessees, but only to the extent that such expense is not met by the proceeds of insurance carried by the Association. A unit owner shall pay the Association the amount of any increase in its insurance premiums occasioned by use, misuse, occupancy or abandonment of a unit or its appurtenances, or of the common elements, by the unit owner.

13.2 Costs and Attorney's Fees. In any proceeding arising because of an alleged failure of a unit owner to comply with the terms of this Declaration; the Articles of Incorporation of the Association; the By-Laws of the Association; any exhibit to this Declaration; or any rules or regulations adopted pursuant to any of the foregoing, and all other such documents, rules and regulations as they may be amended from time to time, the prevailing party shall be entitled to recover the costs of the proceeding and such reasonable attorney's fees as may be awarded by the Court including fees on appeal.

13.3 No Waiver of Rights. The failure of the Association or any unit owner to enforce any covenant, restriction or other provision of the Condominium Act, this Declaration, the Articles of Incorporation of the Association, the By-Laws or the regulations shall not constitute a waiver of the right to do so thereafter.

14. AMENDMENTS. Except as elsewhere provided otherwise, this Declaration of Condominium may be amended in the following manner:

14.1 Resolution. A resolution for the adoption of a proposed amendment may be proposed by either the Board of Administration of the

B8637 P1575

Association or by the members of the Association. Administrators and members not present in person or by written proxy at the meeting considering the amendment may express their approval in writing, provided such approval is delivered to the Secretary at or prior to the meeting. Except as elsewhere provided, such approvals must be either by:

(a) Not less than a majority of the Board of Administration and by the owners of not less than three-fourths (3/4) of the units, or

(b) Until the first election of the Board of Administration, only by all of the Administrators.

14.2 Proviso. Provided, however, except as elsewhere in this Declaration provided, no amendment shall discriminate against any unit owner nor against any unit or class or group of units, unless the unit owners so affected shall consent in writing. No amendment may make any change in the section entitled "Insurance" nor in the section entitled "Reconstruction or Repair After Casualty" unless the record owners of all mortgages upon the condominium shall join in the execution of the amendment. No amendment shall be made to this Declaration or any exhibit hereto which abridges, limits, or lessens the rights or prerogatives of the Developer without the written joinder of Developer.

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

15. TERMINATION. The condominium may be terminated in the following manner, in addition to the manner provided by the Condominium Act.

15.1 Destruction. If it is determined in the manner elsewhere provided that the condominium buildings shall not be reconstructed because of major damage, the condominium plan of ownership will be terminated without agreement.

15.2 Agreement. The condominium may be terminated at any time by the approval in writing of all record owners of units, and all record owners of mortgages on units. If the proposed termination is approved.

B8837 P1576

by the owners of not less than three-fourths (3/4) of the units and all of the record owners of all mortgages upon the units, then the approving owners shall have an option to buy all of the units of the other owners for the period ending on the sixtieth (60th) day from the written notice to such owners. Such approval shall be irrevocable until the expiration of the option, and if the option is exercised, the approvals shall be irrevocable. The option shall be upon the following terms:

(a) Exercise of Option. The option shall be exercised by delivery or mailing by registered mail to each of the record owners of the units to be purchased an agreement to purchase signed by the record owners of units who will participate in the purchase. Such agreement shall indicate which units will be purchased by each participating owner and shall require the purchase of all units owned by owners not approving the termination but the agreement shall effect a separate contract between each seller and his purchaser.

(b) Price. The sales price for each unit shall be the fair market value determined by agreement between the seller and 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 arbitration in accordance with the then existing rules of the American Arbitration Association, except that the arbitrators shall be two (2) arbitrators appointed by the American Arbitration Association who shall base their determination upon an average of their appraisals of the unit; and a judgment of specific performance of the sale upon the award by the arbitrators may be entered in any court of competent jurisdiction. The expense of the arbitration shall be paid by the purchaser.

(c) Payment. The purchase price shall be paid in cash.

(d) Closing. The sale shall be closed within ten (10) days following the determination of the sales price.

15.3 Certificate. The termination of the condominium in either of the foregoing manners shall be evidenced by a certificate of the Association executed by its President and Secretary certifying as to the facts affecting the termination, which certificate shall become effective upon being recorded in the Public Records of Palm Beach County, Florida.

B0037 P1577

15.4 Shares of Owners After Termination. After termination of the condominium, the unit owners shall own the condominium property and all assets of the Association attributable to the condominium as tenants in common in undivided shares that shall be the same as the undivided shares in the common elements appurtenant to the owners' units prior to the termination.

16. SEVERABILITY. The invalidity in whole or in part of any covenant or restriction, or any section, subsection, sentence, clause, phrase, word or other provisions of this Declaration of Condominium and the Articles of Incorporation, By-Laws and regulations of the Association shall not affect the validity of the remaining portions.

IN WITNESS WHEREOF, the Developer has executed this Declaration the day and year first above written.

Signed, sealed and delivered
in the presence of:

DEVELOPER

William H. Lee
George J. Thomas

J. Richard Harris, as Trustee
J. RICHARD HARRIS, AS TRUSTEE

STATE OF FLORIDA)
 : ss
COUNTY OF PALM BEACH)

I HEREBY CERTIFY that on this day, personally appeared before me, an officer duly authorized in the County and State aforesaid to take acknowledgments, J. RICHARD HARRIS, AS TRUSTEE, to me known to be the individual described in and who executed the foregoing instrument; and he acknowledged the execution thereof to be his free act and deed as such officer and that the official seal of the said corporation is duly affixed thereto; and that said instrument is the act and deed of said corporation.

WITNESS my hand and official seal this 2nd day of DECEMBER 1981.

William H. Lee
Notary Public

My Commission Expires:

Notary Public, State of Florida at Large
My Commission Expires July 16, 1982
Bounded By American Fire & Casualty Company




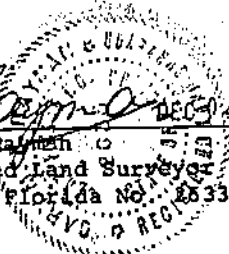
B3637 P1578

A F F I D A V I T


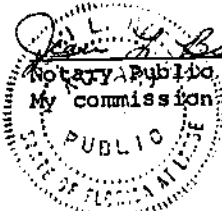
STATE OF FLORIDA)
COUNTY OF PALM BEACH)

BEFORE ME, the undersigned authority duly authorized to administer oaths and take acknowledgments, personally appeared GARY M. RAYMAN, who, after being first duly cautioned and sworn, deposes and says as follows:

1. That he is a duly registered land surveyor under the laws of the State of Florida, being Surveyor No. 2633.
2. The construction of the improvements which comprise the Initial Phase of VIA DEL MAR II, a Condominium, containing Units 64, 65, 71 and 72, is substantially complete so that the materials attached as Exhibits to this original Declaration of Condominium for VIA DEL MAR II, together with the provisions of the original Declaration describing the condominium property, is an accurate representation of the location and dimensions of such improvements and the identification, location and dimensions of common elements and of each condominium unit can be determined from these materials.
3. Further Affiant Sayeth Naught.


DEC 24 1981
Gary M. Rayman
Registered Land Surveyor
State of Florida No. 2633


SWORN TO and subscribed before
me this 4th day of December,
1981.

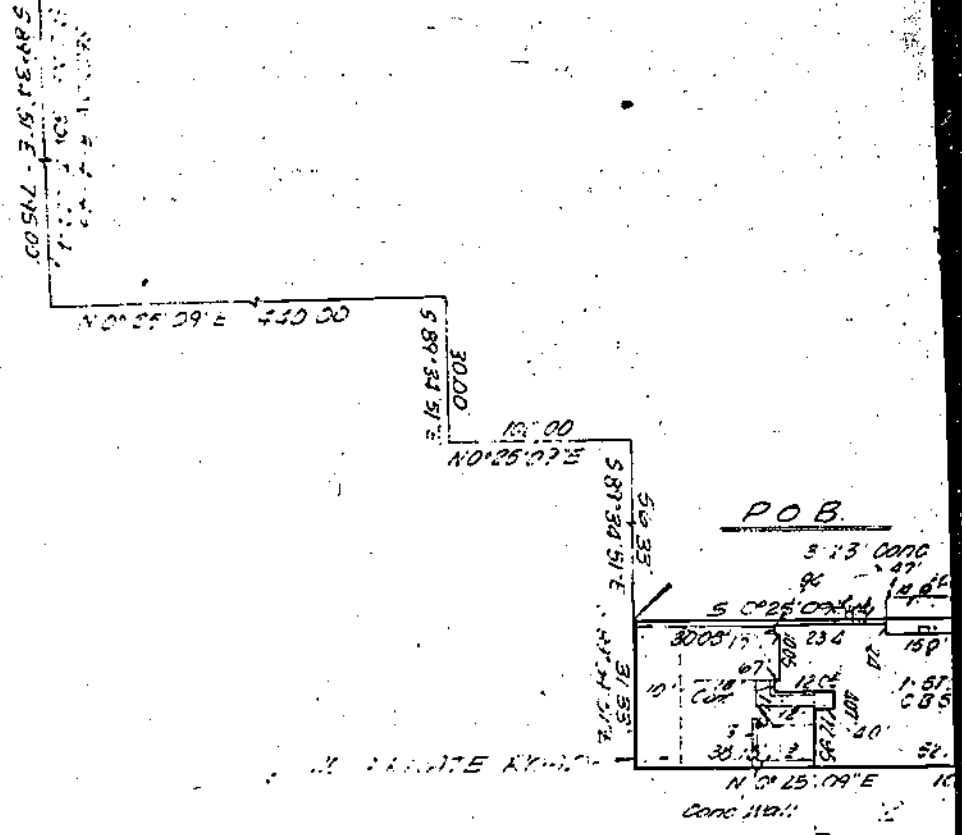

Notary Public
My commission expires: _____
Notary Public, State of Florida at Large
My Commission Expires Oct. 3, 1983
Bonded By American Fire & Casualty Company


88637 P1579

RECORDER'S MEMO: Legibility of Writing: Typing or Printing unsatisfactory in this document when received.

B3637 P-1644

CELY R/W LINE U.S. HWY. No. 1



CERTIFICATE: This is to Certify that this SKETCH OF SURVEY, of the herein described property, is true and correct to the best of my knowledge and belief.

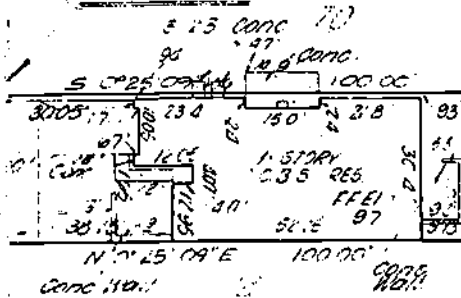
[Signature]
 DEC 0 5 1981

NOTE: NOT VALID UNLESS SEALED WITH AN EMBOSSED SURVEYORS SEAL.
 This SURVEY prepared for use

FINAL TIE-IN B.C.B!
UG TIE-IN 2 10/81
REVISIONS



POB



RECORDER'S MEMO: Legibility of Writing, Typing or Printing satisfactory in this document when received.

B3837 P1645

UNIT 71, VIA DEL MAR - A CONDO

A parcel of land in Section 8, Town 8 East, Palm Beach County, Florida being described as follows:

From the intersection of the Eastern U. S. Highway No. 1, as shown on Road Map of Palm Beach County, Florida Public Right of Government Lot 4 of said Section along the South line of said Government Lot 4 a distance of 795.00 feet; thence N 0° 25' 09" E, a distance of 100.00 feet; thence S 89° 34' 51" E, a distance of 100.00 feet; thence N 0° 25' 09" E, a distance of 100.00 feet; thence S 89° 34' 51" E, a distance of 100.00 feet; thence N 0° 25' 09" E, a distance of 100.00 feet; thence S 89° 34' 51" E, a distance of 100.00 feet, to the POINT OF BEGINNING.

Subject to Reservations, Easements and

PROJECT NAME:

VIA DEL MAR

TIE-IN B.S. 81

TIE-IN 4.10.81

LINDAHL, BROWNING & FERRARI INC.

Scale

1" = 30'

Field

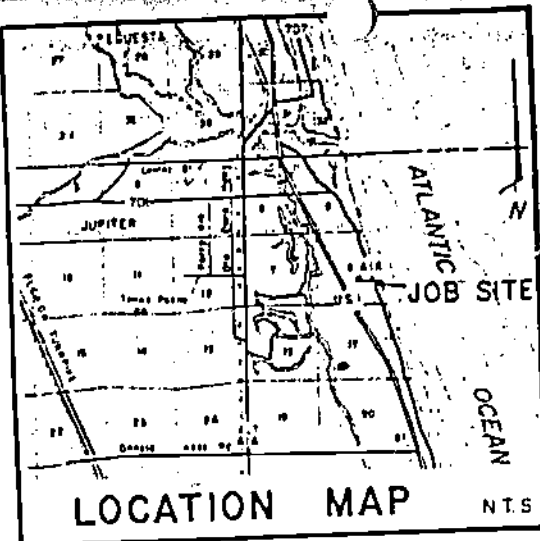
Design

Date

Drawn

Checked

Exhibit A



UNIT 71, VIA DEL MAR II - A CONDOMINIUM

A parcel of land in Section 8, Township 41 South, Range 43 East, Palm Beach County, Florida being more particularly described as follows:

From the intersection of the Easterly right-of-way line of U. S. Highway No. 1, as shown on Road Plat Book 2, page 110, Palm Beach County, Florida Public Records, with the South line of Government Lot 4 of said Section, run S 89°34'51" E, along the South line of said Government Lot 4, a distance of 795.00 feet; thence N 00°25'09" E, a distance of 440.00 feet; thence S 89°34'51" E, a distance of 30.00 feet; thence N 0°25'09" E, a distance of 100.00 feet; thence S 89°34'51" E, a distance of . . . feet to the POINT OF BEGINNING; Proceed thence S 89°34'51" E, a distance of . . . feet; thence N 0°25'09" E, a distance of 100.00 feet; thence N 89°34'51" W, a distance of . . . feet; thence S 0°25'09" W, a distance of 100.00 feet, to the POINT OF BEGINNING.

Subject to Reservations, Easements and Restrictions of record.

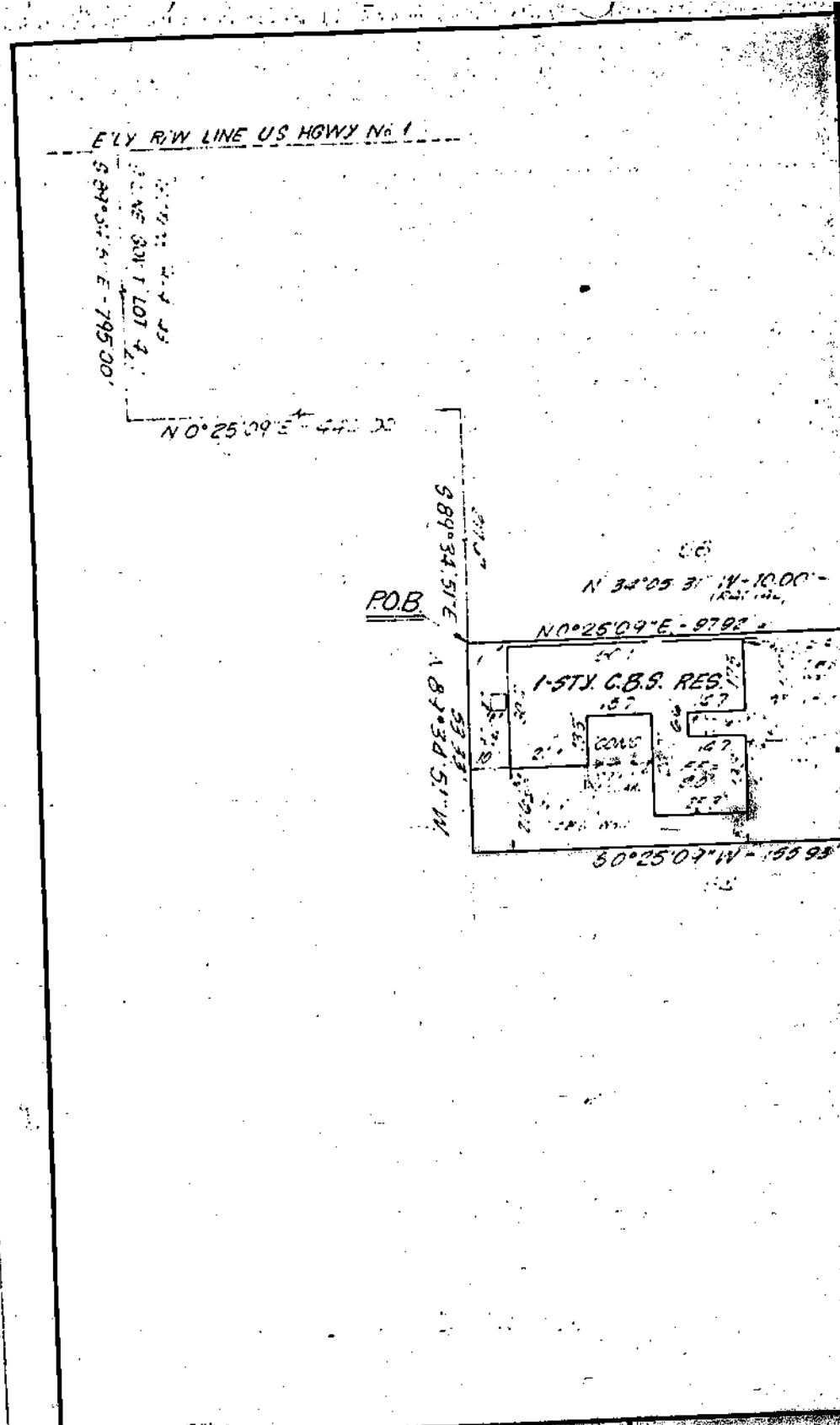
B3837 P1646

PROJECT NAME: VIA DEL MAR II					
LINDA BROWNING & FERRARI, INC. PLANNERS, ARCHITECTS & ENGINEERS	Scale 1" = 30'	Field —	Sheet 1 Of 1	Field Book — Pg. —	File No.
	Date 27 2 1977	Design —	Drawing No. 7/	Work Order No. 76-110	
		Drawn L C			
		Checked —			

Exhibit A

RECORDER'S MEMO: Legality of Writing, Typing or Printing unsatisfactory in this document when received.

B3637 P1647

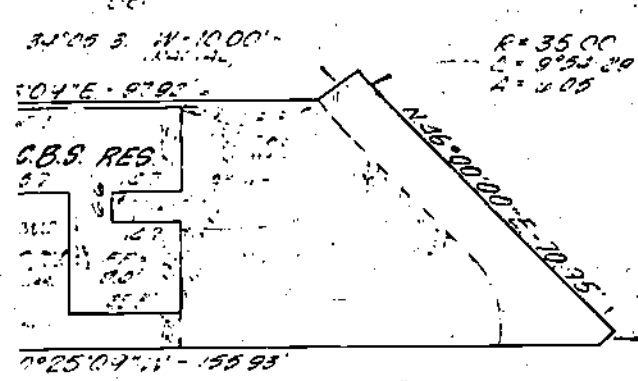


150472

CERTIFICATE: I, Surveyor, do Certify that this SKETCH OF SURVEY of the hereunto described property, is true and correct to the best of my knowledge and belief.

DEC 03 1981

NOTE: NOT VALID UNLESS SEALED WITH AN EMBOSSED SURVEYORS SEAL



CONCRETE ROAD
543'00'00\" E.
5.3

UNIT 55, VIA DEL MAR II

A parcel of land in Section 2, East, Palm Beach County, Florida described as follows:

From the intersection of the E U. S. Highway No. 1, as shown Palm Beach County, Florida public line of Government Lot 4 of sa along the South line of said G 795.00 feet; thence N 00°25'09\"

thence N 01°51'09\" E, a radial curve concave to the Northwest thence Northeastly along the central axis of 9°54'29\", a distance of 153.33 feet; thence S 44°00'00\"

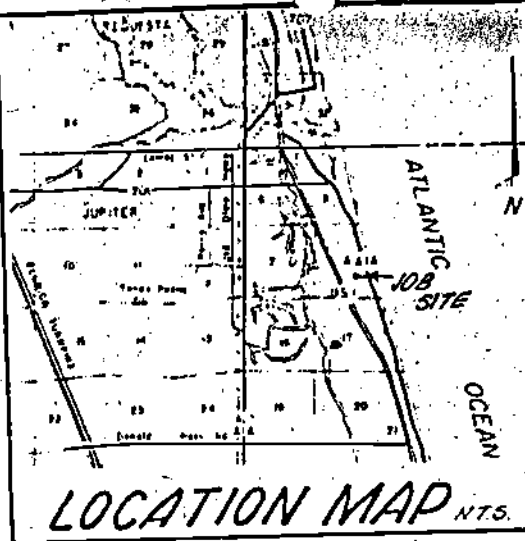
Subject to Reservations, Easements

RECORDER'S MEMO: Legibility of Writing, Typing or Printing unsatisfactory in this document when received.

83637 P. 1648

PROJECT NAME:		VIA DE
LINDAHL, BROWNING & FERRARI INC.		Scale 1" = 30'
REVISIONS		Date 7/21/80

Exhibit



LOC. STATE ROAD

S 42°00'00" E
625

UNIT 65, VIA DEL MAR II - A CONDOMINIUM

A parcel of land in Section 8, Township 41 South, Range 43 East, Palm Beach County, Florida being more particularly described as follows:

From the intersection of the Easterly right-of-way line of U. S. Highway No. 1, as shown on Road Plat Book 2, page 110, Palm Beach County, Florida Public Records, with the South line of Government Lot 4 of said Section . . . run S 89°34'51" E, along the South line of said Government Lot 4, a distance of 795.00 feet; thence N 00°25'09" E, a distance of 440.00 feet; thence S 89°34'51" E, a distance of 117.67 feet to the POINT OF BEGINNING;

thence N 0°25'09" E, a distance of 97.92 feet; thence radially N 44°01'51" W, a distance of 10.00 feet to a point on a curve concave to the Northwest, having a radius of 35.00 feet; thence Northeasterly along the arc of said curve through a central angle of 9°54'29", a distance of 6.05 feet to the point of tangency of said curve; thence N 46°00'00" E, a distance of 20.95 feet; thence S 44°00'00" E, a distance of 5.23 feet; thence S 42°01'12" W, a distance of 155.93 feet; thence N 89°34'51" W, a distance of 53.33 feet, to the POINT OF BEGINNING.

Subject to Reservations, Easements and Restrictions of record.

88837 P.1649

RECORDED'S MEMO - Legibility of Writing, Typing or Printing unsatisfactory in this document when received.

VIA DEL MAR II				
BROWNING & FERRARI INC. P.L.C.	Scale	Field	Sheet	Field Book
	1" = 30'	Design	1011	Pg. 102
DATE	Date	Drawn	Drawing No.	Work Order
	7/21/65	L. E.	65	No. 79-109
	Checked	R		File No.

Exhibit A

ELY R/W LINE U.S. HWY No 1

58' 00" - E. 1/4 S. 34.18' AB
1 - 167' - 108' 5" ENT'S
ST. 1 - 11.37'

N 0° 25' 09" E - 330.00

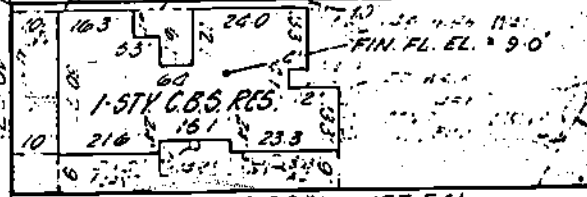
P.O.B.

30.57' N 89° 55' 51" W

58' 00" - E. 1/4 S. 34.18' AB

STEM WALL

N 0° 25' 09" E - 155.93'



S 0° 25' 09" W - 123.54'

RECORDER'S MEMO: Legibility of Writing, Typing or Printing unsatisfactory in this document when received.

88637 P 1-550

350572

CERTIFICATE: This is to Certify that this SKETCH OF SURVEY, of the hereon described property, is true and correct to the best of my knowledge and belief.

DEC 22 1981
Professional Surveyor Seal

NOTE: NOT VALID UNLESS SEALED WITH AN EMBOSSED SURVEYORS SEAL.
This SURVEY prepared from final

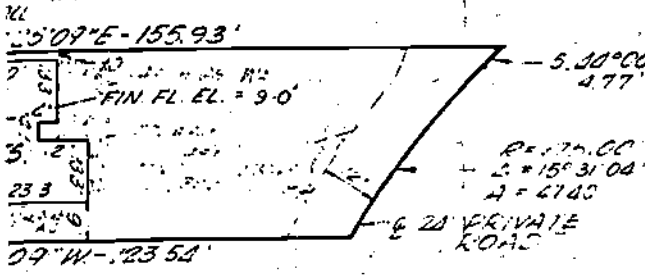
FINAL TIE-IN 11-19-81
U.G. TIE-IN 4/24/81
248 V.A. REVISED
REVISIONS



UNIT 64, VIA DEL MAR E

A parcel of land in Section East, Palm Beach County, Florida, described as follows:

From the intersection of U.S. Highway No. 1, as shown in Palm Beach County, Florida, to the line of Government Lot 4 on the south line of said lot, 100 feet; thence S 00° 25' 09" E, a distance of 40.67 feet to BEGINNING; thence S 0° 25' 09" E, a distance of 44' 00" 00" E, a distance of a curve concave to the left; thence southeasterly a central angle of S 0° 25' 09" E, a distance of a distance of 40.67 feet to the point of termination, E



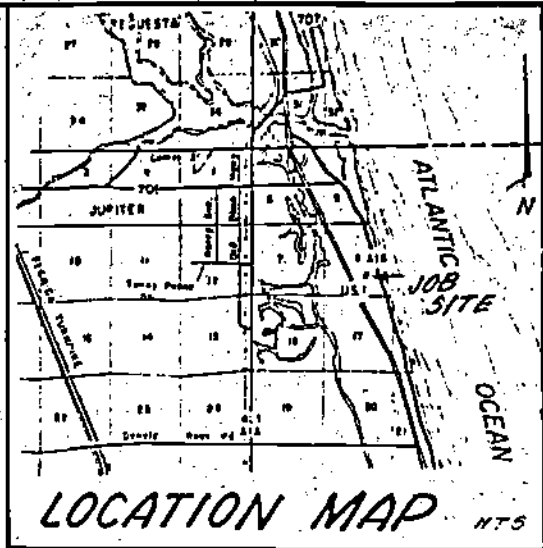
RECORDER'S MEMO: Legibility of Writing, Typing or Printing Satisfactory in this document when received.

BB-637 P-1651

PROJECT NAME:		VIA D	
FINAL TIE-IN 11-19-81		LINDAHL, BROWNING & FERRARI, INC.	Scale 1" = 30'
U.C. TIE-IN 4/24/81		1000 AVENUE	Date 7-21-81
REVISIONS			

Exhibit 1

Exhibit



TRACT 64, VIA DEL MAR II - A COCONUTS

A parcel of land in Section 8, Township 41 South, Range 41 East, Palm Beach County, Florida being more particularly described as follows:

From the intersection of the westerly right-of-way line of U.S. Highway No. 1, as shown in Replat Book 2, page 110, Palm Beach County, Florida public lands, with the South line of Government Lot 4 of said Section 8, run S 29°34'51" E, a distance of 195.57 feet; thence N 60°21'00" E, a distance of 440.00 feet; thence S 49°34'51" E, a distance of 271.20 feet to the POINT OF BEGINNING;

Proceed thence N 0°25'09" E, a distance of 100.00 feet; thence S 44°50'00" E, a distance of 4.77 feet to the point of curvature of a curve concave to the Northwest, having a radius of 175.00 feet; thence southeasterly along the arc of said curve, through a central angle of 117°11'00", a distance of 117.00 feet; thence S 0°25'09" W, a distance of 100.00 feet; thence N 89°34'51" W, a distance of 40.47 feet to the POINT OF BEGINNING.

Subject to Reservations, Easements and Restrictions of record.

B8837 P.1652

Exhibit A

VIA DEL MAR II

RECORD VERIFIED
PALM BEACH COUNTY, FL
JOHN B. DUNKLE
CLERK CIRCUIT COURT

RECORDED'S MEMO: Legibility of Writing, Typing or Printing unsatisfactory in this document when received.

DRAWING & FERRARI, INC. P.O. BOX 1000 PALM BEACH, FLORIDA 33480	Scale 1" = 30'	Field ---	Sheet 1 OF 1	Field Book Pg. 10	File No.
	Date 7-21-80	Design ---	Drawing No. 66	Work Order No. 79-100	
		Drawn L. C.	Checked C. H.		

EXHIBIT A

12/3/81
JRH:dra
#15003

This Instrument was Prepared by
J. Richard Harris
NAME
450 Royal Palm Way, P.O. Box 9664
ADDRESS
Palm Beach, FL 33480
CITY AND STATE

EASEMENT DEED

THIS INDENTURE, made this 2nd day of December, 1981, by J. RICHARD HARRIS, as Trustee, hereinafter referred to as Grantor, to VIA DEL MAR CONDOMINIUM ASSOCIATION, INC., a Florida corporation not for profit, whose mailing address is 1605 South U. S. Highway No. 1, Jupiter, Florida 33458, hereinafter referred to as Grantee.

W I T N E S S E T H:

WHEREAS, by assignment dated the 5th day of November, 1980, and recorded in Official Record Book 3403, page 629, Public Records of Palm Beach County, Florida, Grantor is the Assignee of all rights of Developer, as those rights are more particularly set forth in Declarations of Condominiums creating all condominiums in the condominium project generally known as JUPITER OCEAN AND RACQUET CLUB, as said Declarations of Condominiums are described in the Official Record Book and page of each Declaration, more particularly set forth in the schedule attached hereto as Exhibit A and made a part hereof; and,

WHEREAS, according to the terms of each Declaration of Condominium set forth in the schedule attached hereto as Exhibit A and made a part hereof, the Developer has reserved the right to establish easements across the common elements of each condominium created for the purpose of providing ingress and egress to parcels of land to be developed as further condominiums by the Developer, or the Developer's assigns and successors; and,

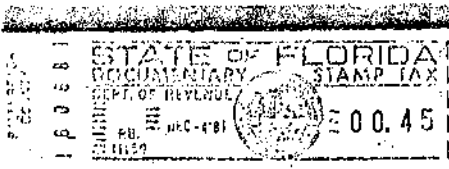
WHEREAS, Grantee is the condominium association designated or to be designated by the Declaration of Condominium creating the

81 205845

1981 DEC -4 PM 4:57

89837 P1883

31.60
.45



condominium project known as VIA DEL MAR II, and as such will manage the common elements of VIA DEL MAR II, and all owners of condominium units in VIA DEL MAR II will be members of Grantee; and,

WHEREAS, VIA DEL MAR II, when fully constructed, will be a condominium comprised of lands more particularly described in Exhibit B attached hereto and made a part hereof; and,

WHEREAS, the owners of condominium units in VIA DEL MAR II, their successors in right, title and interest, and all mortgagees having mortgage liens on any condominium units constructed or to be constructed in VIA DEL MAR II, require ingress and egress and the right to place necessary drainage facilities and utilities over, under, and across roads presently a part of the common elements of the condominiums listed in Exhibit A attached hereto and made a part hereof, and over, under, and across roads to be constructed on lands presently owned by Grantor but to be declared common elements of the condominium project to be known as VIA DEL MAR II; and,

WHEREAS, Grantor wishes to provide such easement for ingress and egress and placement of necessary utilities and drainage facilities to Grantee, its successors and assigns, so that all owners of condominium units constructed on the real property described in Exhibit B attached hereto and made a part hereof may have the right to such easement.

NOW, THEREFORE, for and in consideration of the sum of Ten Dollars (\$10.00) and other valuable considerations, paid to the Grantor by the Grantee, the receipt whereof is hereby acknowledged,

83637 P1654

Grantor hereby grants, bargains, sells and transfers to Grantee, its successors, assigns, forever, for and on behalf of members of Grantor who are owners of condominium units in VIA DEL MAR II, a condominium, their successors, assigns and mortgagees, an easement for purposes of ingress and egress and placement of necessary utilities and maintenance of necessary drainage facilities over and across the parcels of real property more particularly described in Composite Exhibit C attached hereto and made a part hereof.

It is understood and agreed that this easement grant is made by the Grantor to the Grantee under the powers and rights created in the Declarations of Condominiums listed and set forth in Exhibit A attached hereto and made a part hereof, as said powers and rights are assigned to Grantor by the assignment referred to herein and that this grant is made for the specific purpose of providing all ultimate owners of condominium units constructed on the lands described in Exhibit B attached hereto and made a part hereof with the rights created by this easement and that said rights granted herein shall inure to the benefit of any mortgagees obtaining mortgage liens on the property described in Exhibit B attached hereto and made a part hereof, or any portion thereof.

IN WITNESS WHEREOF, Grantor has executed this easement on the 2nd day of December, 1981.

Signed, sealed and delivered
in the presence of:

Linda Stokdyk
Dezmar P. Allen

J. Richard Harris as Trustee
J. Richard Harris, as Trustee
Developer

88837 P1855

STATE OF FLORIDA)
COUNTY OF PALM BEACH)

I HEREBY CERTIFY that on his day personally appeared before me, the undersigned authority, J. RICHARD HARRIS, AS TRUSTEE, to me well known and known to me to be the individual described in and who executed the foregoing instrument, and he acknowledged then and there before me that he executed said easement for the uses and purposes therein set forth.

WITNESS my hand and official seal this 2nd day of December, 1981.

Thomas R. Allen
Notary Public

My commission expires:

NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES NOV. 28, 1985
BONDED THRU GENERAL SUPPLIERS UNDERWRITING



83697 P1656

LIST OF CONDOMINIUMS

THE LIST OF Condominiums appearing in Exhibit A
is as follows:

1. Declaration of Condominium for Jupiter Ocean and Racquet Club Number One, recorded at Official Record Book 2503, page 1783, of the Official Records of Palm Beach County, Florida.
2. Declaration of Condominium for Jupiter Ocean and Racquet Club Midrise Number One, recorded at Official Record Book 2594, page 215, of the Official Records of Palm Beach County, Florida.
3. Declaration of Condominium for Jupiter Ocean and Racquet Club Tennis Villa Number One, recorded at Official Record Book 2552, page 1478, of the Official Records of Palm Beach County, Florida.
4. Declaration of Condominium for Jupiter Ocean and Racquet Club Tennis Villa Number Two, recorded at Official Record Book 2565, page 382, of the Official Records of Palm Beach County, Florida.
5. Declaration of Condominium for Jupiter Ocean and Racquet Club Tennis Villa Number Three, recorded at Official Record Book 2594, page 126, of the Official Records of Palm Beach County, Florida.
6. Declaration of Condominium for Jupiter Ocean and Racquet Club Tennis Villa Number Four, recorded at Official Record Book 2599, page 1128, of the Official Records of Palm Beach County, Florida.
7. Declaration of Condominium for Jupiter Ocean and Racquet Club Tennis Villa Number Five, recorded at Official Record Book 2631, page 1756, of the Official Records of Palm Beach County, Florida.

Exhibit A

B3637 P1857

8. Declaration of Condominium for Jupiter Ocean and Racquet Club Tennis Villa Number Six, recorded at Official Record Book 2815, page 813, of the Official Records of Palm Beach County, Florida.

9. Declaration of Condominium for Sea Lofters recorded in Official Record Book 3186, Page 1047, of the Public Records of Palm Beach County, Florida, as amended by any and all amendments filed of record as of the date of this Easement or subsequent to the date of this Easement for the purpose of adding additional Phases to the Sea Lofters Condominiums.

B3637 P1658

LEGAL DESCRIPTION

A parcel of land in Section 8, Township 41 South, Range 43 East, Palm Beach County, Florida, being more particularly described as follows:

From the intersection of the Easterly right-of-way line of U.S. Highway No. 1 as shown on Road Plat Book 2, page 110, Palm Beach County, Florida Public Records, with the South line of Government Lot 4, Section 8, Township 41 South, Range 43 East, proceed S 89°34'51" E, along the South line of Government Lot 4, a distance of 795.00 feet; thence N 0°25'09" E, a distance of 447.00 feet; thence S 89°34'51" E, a distance of 30.00 feet to the POINT OF BEGINNING. Proceed thence N 0°25'09" E, a distance of 297.30 feet to a point on a curve concave to the North having a radius of 112.00 feet, whose center bears N 15°15'49" E, thence Easterly along the arc of said curve through a central angle of 3°55'49", a distance of 7.68 feet; thence radially N 11°20'00" E, a distance of 24.00 feet to a point on a curve concave to the Northeast having a radius of 88.00 feet; thence Northwesterly along the arc of said curve through a central angle of 55°00'00", a distance of 84.47 feet to the Point of Reverse curvature of a curve concave to the Southwest having a radius of 352.00 feet; thence Northwesterly along the arc of said curve through a central angle of 19°42'19", a distance of 121.06 feet; thence N 0°25'09" E, a distance of 138.30 feet, to the South line of the North 330 feet of said Government Lot 4. Thence N 89°59'03" E, along said South line a distance of 329.46 feet; thence S 00°00'57" E, a distance of 209.00 feet; thence S 51°46'00" E, a distance of 277.00 feet; thence S 18°40'00" E, a distance of 182.00 feet; thence S 00°20'03" W, a distance of 87.55 feet, to a point on the North line of the Plat of Olympus recorded in Plat Book 36, page 73, Records of Palm Beach County; thence N 89°19'57" W, along said North line a distance of 36.73 feet, to the East line of said Government Lot 4; thence N 2°42'33" E, along said East line a distance of 28.05 feet; thence N 89°34'51" W, along the North line of Via Del Mar - a condominium a distance of 454.99 feet, to the POINT OF BEGINNING.
Said herein described parcel containing 5.372 acres.

LINDAHL, BROWNING & FERRARI, INC.

CONSULTING ENGINEERS, PLANNERS & SURVEYORS

426 INDIANTOWN ROAD P. O. BOX 727 JUPITER, FLORIDA 33458
951 COLORADO AVENUE SUITE 410 STUART, FLORIDA 33404

SCALE: 1" = 30'

DR. NO.

SHEET 1 OF 1

B3637 P1659

Exhibit B

Legal description of an access easement being 24.00 feet in width, lying over and across a parcel of land in Section 8, Township 41 South, Range 43 East, Palm Beach County, Florida, whose centerline is more particularly described as follows:

From the intersection of a line 12.00 feet North of (as measured at right angles to) the South line of Government Lot 4, of said Section 8, with the Easterly right-of-way line of U.S. Highway #1, as shown on Road Plat Book 2, page 110 of the Public Records of Palm Beach County, Florida, bear S 89°34'51" E, along a line 12.00 feet North of and parallel to said South line of Government Lot 4, a distance of 330.28 feet; thence N 0°25'09" E, a distance of 98.00 feet to the point of curvature of a curve concave to the West, having a radius of 379.71 feet; thence Northerly, along the arc of said curve, through a central angle of 40°50'20", a distance of 270.65 feet, to the point of reverse curvature of a curve concave to the East, having a radius of 500.00 feet; thence Northerly, along the arc of said curve, through a central angle of 33°55'11", a distance of 296.01 feet, to the point of compound curvature of a curve concave to the South, having a radius of 340.00 feet; thence Northeasterly, along the arc of said curve, through a central angle of 161°50'00", a distance of 960.34 feet to the point of reverse curvature of a curve concave to the Northeast, having a radius of 100.00 feet; thence Southeasterly, along the arc of said curve, through a central angle of 55°40'00", a distance of 95.99 feet; thence S 78°40'00" E, a distance of 65.00 feet to the point of curvature of a curve concave to the South, having a radius of 125.00 feet; thence Easterly, along the arc of said curve through a central angle of 31°40'00", a distance of 71.61 feet; thence S 44°00'00" E, a distance of 150.21 feet to the point of curvature of a curve, concave to the North, having a radius of 175.00 feet; thence Easterly, along the arc of said curve, through a central angle of 64°40'00", a distance of 197.51 feet; thence N 71°20'00" E, a distance of 44.04 feet.

Continue thence N 71°20'00" E, a distance of 41.27 feet to the point of curvature of a curve, concave to the South, having a radius of 175.00 feet; thence Easterly, along the arc of said curve, through a central angle of 19°00'03", a distance of 58.04 feet; thence S 49°39'57" E, a distance of 272.58 feet to the Point of Termination of the herein described centerline.

AND the following described real property:

(continued on next page)

13037 P.1660

Exhibit C

Legal Description of Right-of-way Easements at Via) Mar II

A parcel of land in Section 8, Township 41 South, Range 43 East, Palm Beach County, Florida being more particularly described as follows:

From the intersection of the Easterly right-of-way line of U.S. Highway No. 1, as shown on Road Plat Book 2, page 110, Palm Beach County, Florida Public Records, with the South line of Government Lot 4 of said Section 8, run S 89°34'51"E, along the South line of said Government Lot 4, a distance of 795.00 feet; thence N 00°25'09" E, a distance of 440.00 feet; thence S 89°34'51" E, a distance of 30.00 feet; thence N 0°25'09" E, a distance of 100.00 feet to Point "A"; thence S 89°34'51" E, a distance of 5.00 feet to the Point of Beginning.

Proceed thence N 0°25'09" E, a distance of 25.00 feet; thence S 89°34'51" E, a distance of 25.00 feet; thence S 0°25'09" W, a distance of 10.00 feet to the point of curvature of a curve concave to the Northeast having a radius of 5.00 feet; thence Southeasterly along the arc of said curve through a central angle of 90°00'00", a distance of 7.85 feet to the point of tangency; thence S 89°34'51"E, a distance of 127.17 feet to the point of curvature of a curve concave to the North having a radius of 25.00 feet; thence Northeasterly along the arc of said curve through a central angle of 44°25'09", a distance of 19.38 feet to the point of tangency; thence N 46°00'00" E, a distance of 38.95 feet to the point of curvature of a curve concave to the West having a radius of 20.00 feet; thence Northeasterly, Northerly and Northwesterly along the arc of said curve to a point in a previously dedicated right-of-way easement; thence S 44°00'00" E, along said easement a distance of 40.00 feet to the point of curvature of a curve concave to the Northeast having a radius of 187.00 feet; thence Southeasterly along the arc of said curve through a central angle of 5°32'40", a

distance of 18.10 feet to a point on a curve concave to the South having a radius of 20.00 feet; thence Westerly along the arc of said curve through a central angle of 84°27'20", a distance of 29.48 feet to the point of tangency; thence S 46°00'00"W, a distance of 39.92 feet to the point of curvature of a curve concave to the North having a radius of 45.00 feet; thence Southwesterly along the arc of said curve through a central angle of 44°25'09", a distance of 34.89 feet to the point of tangency; thence N 89°34'51" W, a distance of 127.17 feet to the point of curvature of a curve concave to the Southeast having a radius of 5.00 feet; thence Southwesterly along the arc of said curve through a central angle of 90°00'00", a distance of 7.85 feet to the point of tangency; thence S 0°25'09" W, a distance of 10.00 feet; thence N 89°34'51" W, a distance of 25.00 feet; thence N 0°25'09" E, a distance of 25.00 feet to the Point of Beginning.

Together with the following described parcel:

From the previously described Point "A" run N 0°25'09" E, a distance of 197.30 feet to a point on a curve concave to the North having a radius of 112.00 feet; thence Southeasterly along the arc of said curve through a central angle of 3°55'49", a distance of 7.68 feet; thence N 11°20'00" E, a distance of 24.00 feet to a point on a curve concave with the last described curve and having a radius of 88.00 feet; thence Northwesterly along the arc of said curve through a central angle of 55°00'00", a distance of 84.47 feet to the point of reverse curvature of a curve concave to the Southwest having a radius of 352.00 feet; thence Northwesterly along the arc of said curve through a central angle of 15°04'47", a distance of 92.64 feet to the Point of Beginning.

Continue thence along the arc of the last described curve through a central angle of 4°37'32", a distance of 28.42 feet; thence N 0°25'09" E, a distance of 16.00 feet to a point on a curve concave to the Northwest having a radius of 20.00 feet; thence Northeasterly along the arc of said curve through a central angle of 22°41'47", a distance of 7.92 feet to the point of tangency; thence N 40°37'41" E, a distance of 7.18 feet to the point of curvature of a curve concave to the Southeast having a radius of 85.00 feet; thence Northeasterly along the arc of said curve through a central angle of 43°21'22", a distance of 64.32 feet.

B3637 P1661

RECORDERS MEMO
of Writing, Typing or Printing
Unauthorized in this document
When received

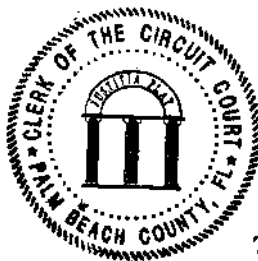
to the point of tangency; thence N 89°59'03" E, a distance of 146.18 feet; thence S 0°00'57" E, a distance of 20.00 feet; thence S 89°59'03" W, a distance of 146.18 feet to the point of curvature of a curve concave to the Southeast having a radius of 65.00 feet; thence Southwesterly along the arc of said curve through a central angle of 43°21'22", a distance of 49.19 feet to the point of tangency; thence S 46°37'41"W, a distance of 7.18 feet to the point of curvature of a curve concave to the East having a radius of 20.00 feet; thence Southerly along the arc of said curve through a central angle of 85°22'28", a distance of 29.80 feet to the POINT OF BEGINNING.

Via Del Mar-II
W.O. #79-109
December 3, 1981

**RECORDER'S MEMO: Legibility
of Writing, Typing or Printing
unsatisfactory in this document
when received.**

- 83637 P1662

RECORD VERIFIED
PALM BEACH COUNTY, FL
JOHN B. DUNKLE
CLERK CIRCUIT COURT



STATE OF FLORIDA - PALM BEACH COUNTY

I hereby certify that the
foregoing is a true copy
of the record in my office.

THIS 2ND DAY OF MARCH, 2000

DOROTHY H. WILKEN,
CLERK OF CIRCUIT COURT

By Susan Allison
Deputy Clerk

11632

Prepared by and return to:
ANTONIA L. HULME, ESQ.
Scott, Royce, Harris, Bryan
and Hyland, P.A.
4400 P.G.A. Blvd., Suite 900
Palm Beach Gardens, FL 33410

JUN-27-1991 08:38am 91-181416

ORB 6871 Pg 541

AMENDMENT OF DECLARATION OF CONDOMINIUM
OF VIA DEL MAR II, A CONDOMINIUM

WHEREAS, J. RICHARD HARRIS, as Trustee, has executed and filed for recording the Declaration of Condominium of Via Del Mar II (the "Declaration"), a Condominium recorded in Official Records Book 3637, page 1538, Public Records of Palm Beach County, Florida, which Condominium is located at 1605 U.S. Highway One, Jupiter, Florida 33458; and

WHEREAS, Via Del Mar II is a phase condominium as defined by Section 718.403 of the Florida Statutes and Section 5 of the Declaration of Condominium for Via Del Mar II; and

WHEREAS, Paragraph 14 of the Declaration of Condominium provides that the Declaration may be amended by the approval of not less than a majority of the Board of Administration and by the owners of not less than three-fourths (3/4) of the units in the Condominium; and

WHEREAS, the Developer, J. RICHARD HARRIS, as Trustee, has added or will add phases to the Condominium on dates different from the completion dates set forth in Section 5.3 of the Declaration of Condominium; and

WHEREAS, the parties hereto wish to approve and ratify the actions of the Developer in adding the phases to the Declaration of Condominium.

NOW, THEREFORE, the Declaration of Condominium is hereby amended as set forth herein.

Notwithstanding the schedule of completion dates set forth in Paragraph 5.3 of the Declaration of Condominium, the parties hereto hereby ratify, approve and consent to the previous amendments to the Declaration which added phases to the Condominium as follows:

<u>Phase Number</u>	<u>Unit Number</u>	<u>Completion Date</u>
2	86	December 31, 1991 March 8, 1984
3	60	December 31, 1983
4	61	December 31, 1983
5	62	December 31, 1983
6	63	December 31, 1983
7	66	December 31, 1983
8	67	December 31, 1983 January 25, 1984
9	68	December 31, 1983 March 29, 1984
10	69	December 31, 1983
11	70	December 31, 1983 February 21, 1984
12	73	December 31, 1983
13	74	December 31, 1983 November 7, 1984
14	75	December 31, 1983 January 25, 1984
15	76	December 31, 1983
16	77	December 31, 1983 May 5, 1989
17	78	December 31, 1983 January 21, 1986
18	79	December 31, 1983
19	80	December 31, 1983
20	81	December 31, 1983
21	82	December 31, 1983
22	83	December 31, 1983 August 20, 1986
23	84	December 31, 1983 December 31, 1991
24	85	December 31, 1983 December 31, 1991

IN WITNESS WHEREOF, the undersigned have executed this Amendment, this 16th day of May, 1991.

Signed, sealed and delivered in the presence of:

Elizabeth Middleton
Robert A. Hussey

VIA DEL MAR CONDOMINIUM ASSOCIATION, INC.

BY: Steven P. Butts
Its President

ATTESTED: Paula A. Lamb
Its Secretary

(CORPORATE SEAL)



STATE OF FLORIDA
COUNTY OF PALM BEACH

I HEREBY CERTIFY, that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared Steven P. Butts and Paula A. Lamb, as President and Secretary, respectively, of VIA DEL MAR CONDOMINIUM ASSOCIATION, INC., a Florida Corporation, and they acknowledged executing this instrument, freely and voluntarily, under authority duly vested in them by said Corporation and that the seal affixed thereto is the true corporate seal of said Corporation.

WITNESS my hand and official seal in the State and County last aforesaid, this 20 day of May, 1991.

Jacqueline A. Mohler
Notary Public

My Commission Expires:

Notary Public, State of Florida
My Commission Expires July 14, 1992
Bounded, Inc. Palm Beach, Florida

Signed, sealed and delivered in the presence of:

J. A. Pinner
Antonia Helms

J. Richard Harris, Trustee
J. RICHARD HARRIS, as Trustee

STATE OF FLORIDA
COUNTY OF PALM BEACH

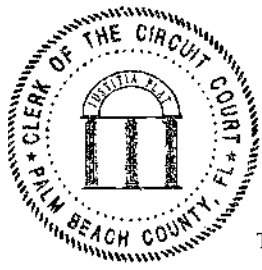
I HEREBY CERTIFY that on this day, personally appeared before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, J. RICHARD HARRIS, as Trustee, to me known to be the individual described in and who executed the foregoing instrument; and he acknowledged the execution thereof to be his free act and deed.

WITNESS my hand and official seal this 6th day of February, 19 97.

Antonia L. Hulme
Notary Public

My Commission Expires:

ALB/cb
alh/17682/amend.01



STATE OF FLORIDA - PALM BEACH COUNTY
I hereby certify that the
foregoing is a true copy
of the record in my office.

THIS 1st DAY OF March, 20 00
DOROTHY H. WILKEN,
CLERK OF CIRCUIT COURT

By Jessam Allison
Deputy Clerk

RECORD VERIFIED
PALM BEACH COUNTY, FLA.
JOHN B. DUNKLE
CLERK CIRCUIT COURT

Prepared by & return to:
ANTONIA L. HULME, ESQ.
Scott, Royce, et al
450 Royal Palm Way
Palm Beach, FL 33480

MAY-05-1989 04:05pm 89-128129

ORB 6056 Pg 1286

AMENDMENT TO DECLARATION OF CONDOMINIUM
FOR
VIA DEL MAR II TO ADD PHASE 16

WHEREAS, J. RICHARD HARRIS, as Trustee, has executed and filed for record a Declaration of Condominium for VIA DEL MAR II, recorded in Official Records Book 3637, page 1538, Public Records of Palm Beach County, Florida; and

WHEREAS, VIA DEL MAR II is a Phase Condominium, as defined by Florida Statute §718.403, and as described in Paragraph 5 of the Declaration of Condominium for VIA DEL MAR II; and

WHEREAS, Developer has completed construction of Phase 16 as described in the Declaration of Condominium, and, by this Amendment intends to submit the land and improvements in said Phase to the terms, conditions and restrictions of the Declaration of Condominium.

NOW, THEREFORE, the Declaration of Condominium for VIA DEL MAR II is hereby amended as follows:

1. Paragraph 1.2 of the Declaration of Condominium is hereby amended by the addition thereto of the following legal description:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

2. Paragraph 3.1 of the Declaration of Condominium is hereby amended so that the proportionate shares of the common elements, expenses and surplus are adjusted and computed in accordance with Paragraph 5.7 of the Declaration of Condominium.

3. Paragraph 3.5, subparagraph (a) is hereby amended to provide as follows:

(a) Buildings. VIA DEL MAR II consists of 24 buildings.

Units 71 and 72 are contained in one (1) building. Units 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83 and 86 are each separate buildings.

4. Attached to this Amendment as Exhibit "B" and incorporated into the Declaration of Condominium is a survey of the lands and improvements comprising Phase 16.

5. Attached to this Amendment as Exhibit "C" and incorporated in the Declaration of Condominium is a Certificate of Registered Surveyor required by Florida Statute §714.104, certifying as to Phase 16.

EXECUTED in accordance with Florida Statute §718.403 and Paragraph 5.13 of the Declaration of Condominium for VIA DEL MAR II, this 3rd day of May, 1989.

Signed, sealed and delivered in the presence of:

VIA DEL MAR II

Cynthia J. Benitez
Louis [Signature]

BY: J. Richard Harris, Trustee
J. RICHARD HARRIS, Trustee

STATE OF FLORIDA
COUNTY OF PALM BEACH

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the state aforesaid and in the county aforesaid to take acknowledgements, personally appeared J. RICHARD HARRIS, as Trustee, to me known to the person described in and who executed the foregoing instrument and acknowledged before me that he executed the same for the purposes therein expressed.

WITNESS my hand and official seal in the county and state aforesaid, this 3rd day of May, 1989.

(seal)

Cynthia J. Benitez
Notary Public

My Commission Expires:

AMEND6:04
ALH/cb

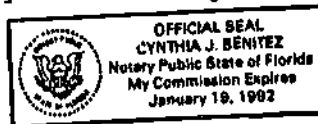


EXHIBIT "A"UNIT 77 VIA DEL MAR II, A CONDOMINIUM

A parcel of land in Section 8, Township 41 South, Range 43 East, Palm Beach County, Florida being more particularly described as follows:

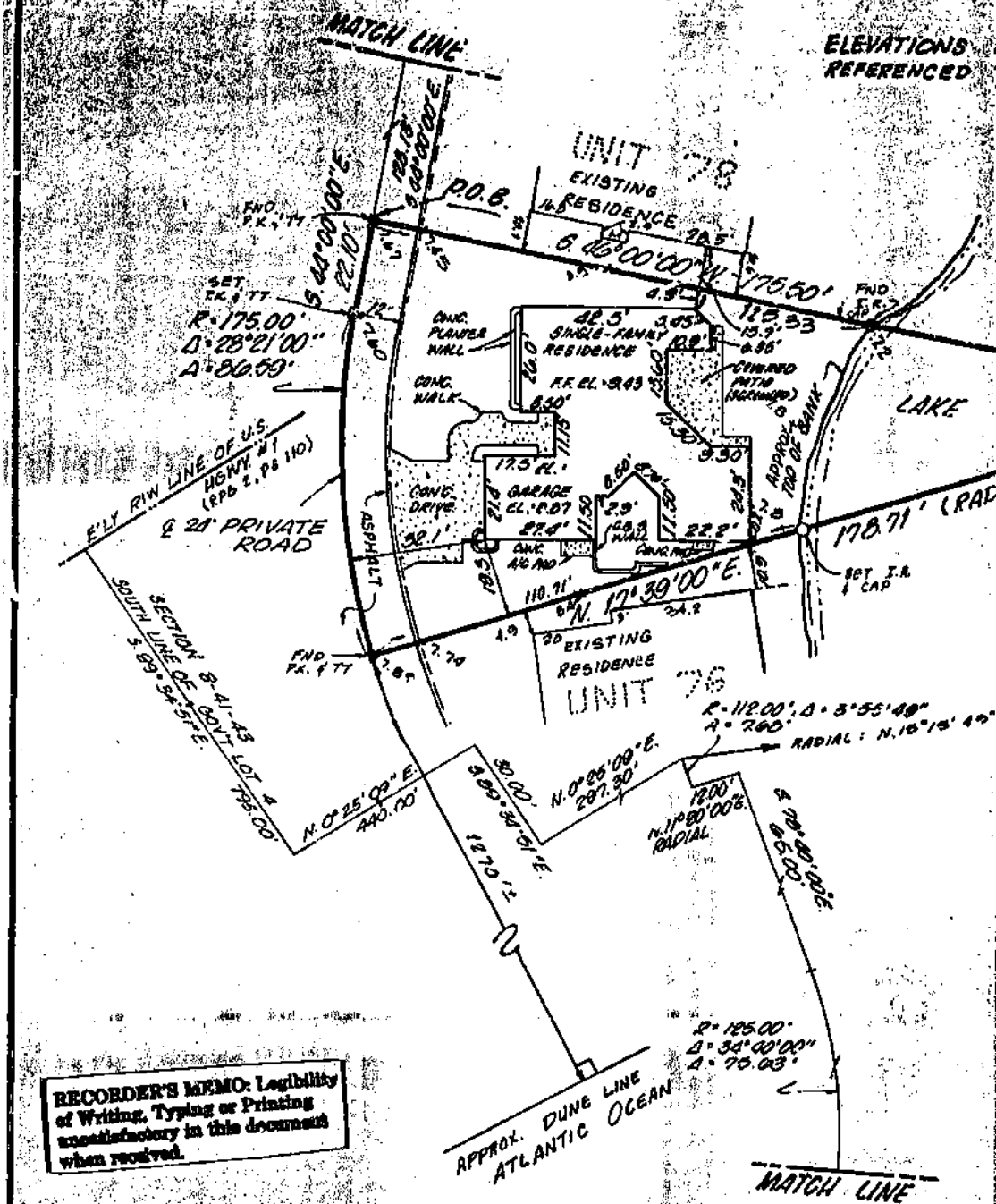
From the intersection of the Easterly right-of-way line of U.S. Highway No. 1, as shown on Road Plat Book 2, page 110, Palm Beach County, Florida Public Records, with the South line of Government Lot 4 of said Section 8, run S 89°34'51" E, along the South line of said Government Lot 4, a distance of 795.00 feet; thence N 00°25'09" E, a distance of 440.00 feet; thence S 89°34'51" E, a distance of 30.00 feet; thence N 0°25'09" E, a distance of 297.30 feet to a point on a curve concave to the North having a radius of 112.00 feet and whose center bears N 15°15'49" E; thence Southeasterly along the arc of said curve through a central angle of 3°55'49" a distance of 7.68 feet to the point of tangency; thence N 11°20'00" E, radially, a distance of 12.00 feet, thence S 78°40'00" E, a distance of 65.00 feet to the point of curvature of a curve concave to the Southwest having a radius of 125.00 feet; thence Southeasterly along the arc of said curve through a central angle of 34°40'00" a distance of 75.63 feet to the point of tangency; thence S 44°00'00" E, a distance of 128.13 feet to the point of beginning.

Continue thence S 44°00'00" E, a distance of 22.10 feet to the point of curvature of a curve concave to the Northeast having a radius of 175.00 feet; thence Southeasterly along the arc of said curve through a central angle of 28°21'00" a distance of 86.59 feet; thence N 17°39'00" E, radially, a distance of 178.71 feet; thence N 51°46'00" W, a distance of 20.52 feet, thence S 46°00'00" W, a distance of 175.50 feet to the point of beginning.

LEGAL3:04

BEARING BASE
GOVT LOT 4
RNG. 46 E. 11
S. 89° 11' 5"
BEARINGS

ELEVATIONS
REFERENCED



RECORDER'S MEMO: Legibility of Writing, Typing or Printing unsatisfactory in this document when received.

CERTIFICATE: I hereby certify that the survey represented hereon, dated this 22nd day of April, 1952, is true and correct to the best of my knowledge and belief and meets the Minimum Technical Standards set forth by the Florida Board of Land Surveyors, pursuant to Section 472.027, Florida Statutes.

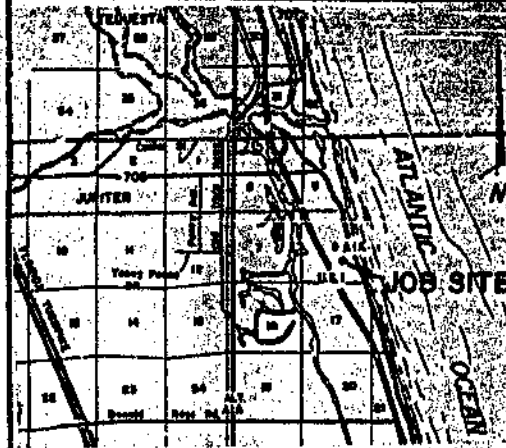
NOTE: NOT VALID UNLESS SEALED WITH AN EMBOSSED SURVEYOR'S SEAL. THIS SURVEY IS BASED ON INFORMATION FURNISHED BY CLIENT OR CLIENT'S REPRESENTATIVE. NO SEARCH OF THE PUBLIC RECORDS HAS BEEN MADE BY THIS OFFICE.

FINAL THE-44 / D.R.E. / M. STOLAN / 2-23-59
U.C. THE-44 / FORM BOARDS ONLY / D.R.E. / 4-13-59
REVISED PROPOSED RESIDENCE: DFF 7
REVISED PROPOSED RESIDENCE: JAB 1
REVISED PROPOSED RESIDENCE: DFF 6
REVISIONS

THE SOUTH LINE OF SECTION 8, TWP. 41 S, TAKEN TO BEAR AND ALL OTHER BE RELATIVE THERETO.



SHOWN HEREON ARE TO BEVD-29.



LOCATION MAP N.T.S.

N. 00° 00' 00" W.
 20.00'
 N. 01° 00' 00" W.

UNIT 77, VIA DEL MAR II - A CONDOMINIUM

A parcel of land in Section 8, Township 41 South, Range 43 East, Palm Beach County, Florida being more particularly described as follows:

From the intersection of the Easterly right-of-way line of U.S. Highway No. 1, as shown on Road Plat Book 2, Page 110, Palm Beach County, Florida Public Records, with the South line of Government Lot 4 of said Section 8, run S 89°34'51" E, along the South line of said Government Lot 4, a distance of 795.00 feet; thence N 00°25'09" E, a distance of 440.00 feet; thence S 89°34'51" E, a distance of 30.00 feet; thence N 0°25'09" E, a distance of 297.30 feet to a point on a curve concave to the North having a radius of 112.00 feet and whose center bears N 15°15'49" E; thence Southeasterly along the arc of said curve through a central angle of 3°55'49" a distance of 7.68 feet to the point of tangency; thence N 11°20'00" E, radially, a distance of 12.00 feet, thence S 78°40'00" E, a distance of 65.00 feet to the point of curvature of a curve concave to the Southwest having a radius of 125.00 feet; thence Southeasterly along the arc of said curve through a central angle of 34°40'00" a distance of 75.63 feet to the point of tangency; thence S 44°00'00" E, a distance of 128.13 feet to the POINT OF BEGINNING.

Continue thence S 44°00'00" E, a distance of 22.10 feet to the point of curvature of a curve concave to the Northeast having a radius of 175.00 feet; thence Southeasterly along the arc of said curve through a central angle of 28°21'00" a distance of 86.59 feet; thence N 17°39'00" E, radially, a distance of 178.71 feet; thence N 51°46'00" W, a distance of 20.52 feet, thence S 46°00'00" W, a distance of 175.50 feet to the POINT OF BEGINNING.

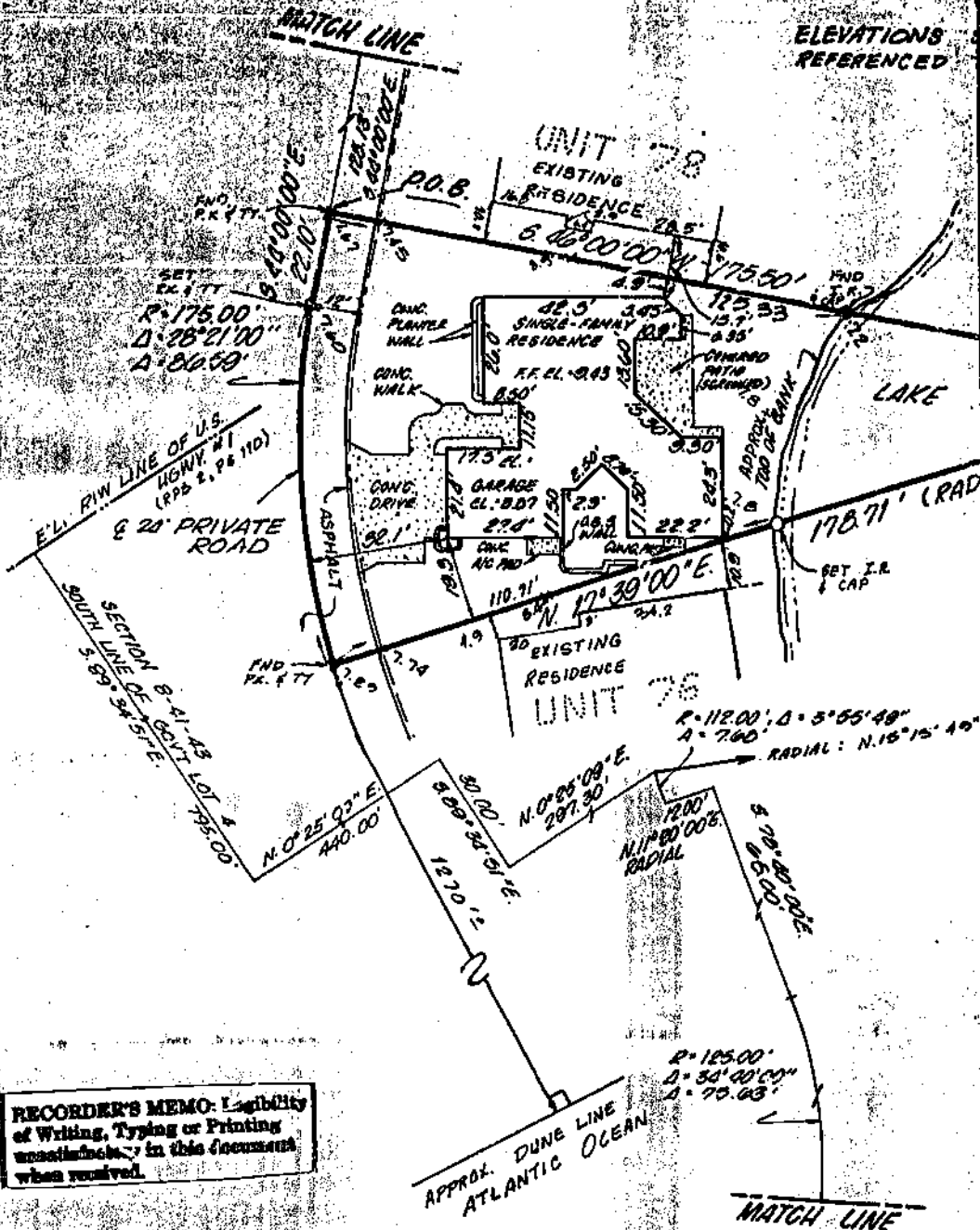
Subject to Reservations, Easements and Restrictions of record.

PROJECT NAME: <i>BOUNDARY SURVEY FOR</i>		VIA DEL MAR II			
LINDAHL, BROWNING, FERRARI & HELLSTROM, INC. CONSULTING ENGINEERS, PLANNERS & SURVEYORS P.O. BOX 727 JUPITER, FLORIDA 33468-0727 10 CENTRAL PARKWAY, SUITE 430 STUART, FLORIDA 33480 FORT PIERCE, FLORIDA 33903	Scale 1" = 30'	Field —	Sheet 1 of 1	Field Book 1/2 D1 P. 47	File No.
	Date 0/5/01	Design —	Drawing No 77	Work Order No. 79-109	
		Checked G.R.			

REF. 56-200

BEARING BASE
 CONT. LOT 1A
 RNB. 15 E. N. 1
 S. 85° 54' 5"
 BEARINGS

ELEVATIONS
 REFERENCED



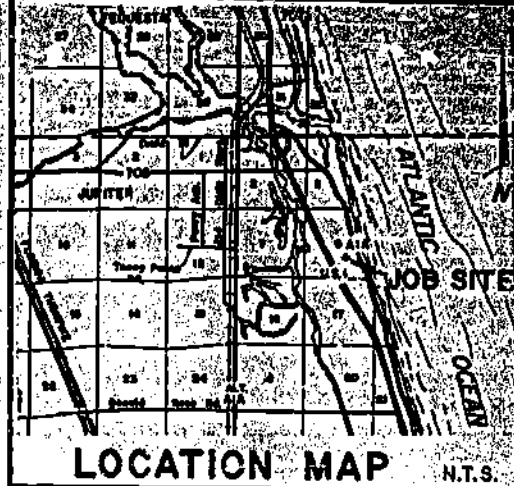
RECORDER'S MEMO: Legibility of Writing, Typing or Printing unsatisfactory in this document when received.

CERTIFICATE: I hereby certify that the survey represented hereon, dated this 23rd day of February, 1922, is true and correct to the best of my knowledge and belief, and meets the Minimum Technical Standards set forth by the Florida Board of Land Surveyors, pursuant to Section 472.027, Florida Statutes.

NOTE: NOT VALID UNLESS SEALED WITH AN EMBOSSED SURVEYOR'S SEAL. THIS SURVEY IS BASED ON INFORMATION FURNISHED BY CLIENT OR CLIENT'S REPRESENTATIVE. NO SEARCH OF THE PUBLIC RECORDS HAS BEEN MADE BY THIS OFFICE.

FINAL TR-11 / OR. / H. STUBBS / 2-23-22 5:15
 U.C. TR-11 / FORM BOARDS ONLY / DR. / J.B. S.
 REVISED PROPOSED RESIDENCE: DR. 5
 REVISED PROPOSED RESIDENCE: DR. 7
 REVISED PROPOSED RESIDENCE: DR. 6
 REVISIONS

THE SOUTHLINE OF SECTION 8, TWP 41 S, TAKEN TO BEAR E AND ALL OTHER BE RELATIVE THERETO.



SHOWN HEREBY ARE TO N6VD-89

VAL
2052'
N 51° 46' 00" W

UNIT 77, VIA DEL MAR II - A CONDOMINIUM

A parcel of land in Section 8, Township 41 South, Range 43 East, Palm Beach County, Florida being more particularly described as follows:

From the intersection of the Easterly right-of-way line of U.S. Highway No. 1, as shown on Road Plat Book 2, Page 110, Palm Beach County, Florida Public Records, with the South line line of Government Lot 4 of said Section 8, run S 89°34'51" E, along the South line of said Government Lot 4, a distance of 795.00 feet; thence N 00°25'09" E, a distance of 440.00 feet; thence S 89°34'51" E, a distance of 30.00 feet; thence N 0°25'09" E, a distance of 297.30 feet to a point on a curve concave to the North having a radius of 112.00 feet and whose center bears N 15°15'49" E; thence Southeasterly along the arc of said curve through a central angle of 3°55'49" a distance of 7.68 feet to the point of tangency; thence N 11°20'00" E, radially, a distance of 12.00 feet, thence S 78°40'00" E, a distance of 65.00 feet to the point of curvature of a curve concave to the Southwest having a radius of 125.00 feet; thence Southeasterly along the arc of said curve through a central angle of 34°40'00" a distance of 75.63 feet to the point of tangency; thence S 44°00'00" E, a distance of 128.13 feet to the POINT OF BEGINNING.

Continue thence S 44°00'00" E, a distance of 22.10 feet to the point of curvature of a curve concave to the Northeast having a radius of 175.00 feet; thence Southeasterly along the arc of said curve through a central angle of 28°21'00" a distance of 86.59 feet; thence N 17°39'00" E, radially, a distance of 178.71 feet; thence N 51°46'00" W, a distance of 20.52 feet, thence S 46°00'00" W, a distance of 175.50 feet to the POINT OF BEGINNING.

Subject to Reservations, Easements and Restrictions of record.

PROJECT NAME: <i>BOUNDARY SURVEY FOR</i>			
VIA DEL MAR II			
LINDAHL, BROWNING, FERRARI & HELLSTROM, INC. CONSULTING ENGINEERS, PLANNERS & SURVEYORS P.O. BOX 727 JUPITER, FLORIDA 33488-0727 19 CENTRAL PARKWAY, SUITE 430 STUART, FLORIDA 34987 FORT PIERCE, FLORIDA 34943	Scale	Field	Sheet
	1" = 30'	Design	01
	Date	Drawn	Drawing No.
	8/15/01	B.M.	77
	Checked	G.R.	Field Book
			No. 57 Pg. 33
			Work Order
			No. 79-109
			File No.

EXHIBIT "C"

AFFIDAVIT

STATE OF FLORIDA)
) :ss
COUNTY OF PALM BEACH)

BEFORE ME, the undersigned authority duly authorized to administer oaths and take acknowledgements, personally appeared VINCENT J. NOEL, who after being first duly cautioned and sworn, deposes and says as follows:

1. That he is a duly registered surveyor under the laws of the State of Florida, being Surveyor No. 4169.
2. The construction of the improvements to comprise Unit 77, Via Del Mar II, a Condominium, is substantially complete, and the materials attached as Exhibits to the original Declaration of Condominium for Via Del Mar II, and the materials attached to the Amendment to said Declaration, to which this Surveyor's Certificate is attached, are an accurate representation of the location and dimension of said improvements, and the identification, location and dimensions of the common elements within the condominium, can be determined from said materials.

FURTHER AFFIANT SAYETH NAUGHT.

[Signature]

VINCENT J. NOEL
Registered Land Surveyor
State of Florida No. 4169

APR 10 1989



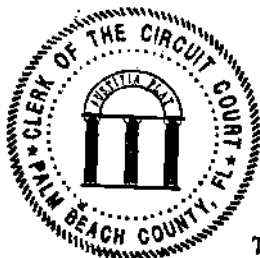
and subscribed before me
on the day of April, 1989.

[Signature]

Notary Public
My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXP. JULY 17, 1992
BONDED THRU GENERAL INS. LTD.

RECORD VERIFIED
PALM BEACH COUNTY, FLA.
JOHN B. DUNKLE
CLERK CIRCUIT COURT



STATE OF FLORIDA - PALM BEACH COUNTY

I hereby certify that the
foregoing is a true copy
of the record in my office.

THIS 2ND DAY OF MARCH, 20 00

DOROTHY H. WILKEN,
CLERK OF CIRCUIT COURT

By

Susan Allison
Deputy Clerk

W/S
Prepared by and return to:
ANTONIA L. HULME, ESQ.
Scott, Royce, Harris, Bryan
and Hyland, P.A.
4400 P.G.A. Blvd., Suite 900
Palm Beach Gardens, FL 33410

JUN-27-1991 08:38am 91-181415

ORB 6871 Pg 530

AMENDMENT TO DECLARATION OF CONDOMINIUM
FOR VIA DEL MAR II, CONDOMINIUM TO ADD PHASES 23 AND 24

WHEREAS, J. RICHARD HARRIS, as Trustee, has executed and filed for record a Declaration of Condominium for Via Del Mar II, recorded in Official Records Book 3637, page 1538, Public Records of Palm Beach County, Florida; and

WHEREAS, Via Del Mar II is a phase condominium, as defined by Florida Statute Section 718.403, and as described in Paragraph 5 of the Declaration of Condominium for Via Del Mar II; and

WHEREAS, Developer has completed construction of Phase 24 as described in the Declaration of Condominium, and, by this Amendment intends to submit the land and improvements in said Phase to the terms, conditions and restrictions of the Declaration of Condominium; and

WHEREAS, Developer wishes to add Phase 23 as described in the Declaration of Condominium as an unconstructed unit and, by this Amendment, intends to submit the land in said Phase to the terms, conditions and restrictions of the Declaration of Condominium.

NOW, THEREFORE, the Declaration of Condominium for Via Del Mar II is hereby amended as follows:

1. Paragraph 1.2 of the Declaration of Condominium is hereby amended by the Addition thereto of the legal descriptions of Phase 23, attached hereto as Exhibit "A" and Phase 24, attached hereto as Exhibit "B".
2. Paragraph 3.1 of the Declaration of Condominium is hereby amended so that the proportionate share of the common elements, expenses and surplus are adjusted and computed in accordance with Paragraph 5.7 of the Declaration of Condominium.
3. Paragraph 3.5(a) is hereby amended to provide as follows:
 - a. Buildings. Via Del Mar II consists of twenty-five (25) building. Units 71 and 72 are contained in one (1) building. Units 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 85 and 86 are each separate buildings. Unit 84 is an unconstructed unit.
4. Attached to this Amendment as Exhibit "C" and incorporated into the Declaration of Condominium is a survey of the lands and improvements comprising Phase 24.
5. Attached to this Amendment as Exhibit "D" and incorporated into the Declaration of Condominium is a survey of the land comprising Phase 23.
6. Attached to this Amendment as Exhibit "E" and incorporated in to the Declaration of Condominium is a Certificate of Registered Surveyor required by Florida Statute Section 714.104, certifying as to Phase 24.
7. Attached to this Amendment as Exhibit "F" and incorporated into the Declaration of Condominium is a Certificate of Registered Surveyor certifying as to Phase 23.

This amendment is executed in accordance with Florida Statute Section 718.403 and Paragraph 5.13 of the Declaration of Condominium for Via Del Mar II, this 6th day of February, 1991.

Signed, sealed and delivered in the presence of:

VIA DEL MAR II

J. R. Harris
Antonia Hulme

BY: J. R. Harris, Trustee
J. RICHARD HARRIS,
as Trustee

STATE OF FLORIDA
COUNTY OF PALM BEACH

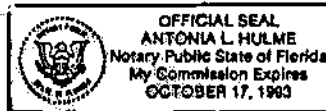
I HEREBY CERTIFY that on this day, personally appeared before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, J. RICHARD HARRIS, as Trustee, to me known to be the individual described in and who executed the foregoing instrument; and he acknowledged the execution thereof to be his free act and deed.

WITNESS my hand and official seal this 6th day of February, 1991.

Antonia L. Hulme
Notary Public

My Commission Expires:

ALH/cb
alh/17682/amend.02



Unit 84, VIA DEL MAR II - A CONDOMINIUM

A parcel of land in Section 8, Township 41 South, Range 43 East, Palm Beach County, Florida being more particularly described as follows:

From the intersection of the Easterly right-of-way line of U.S. Highway No. 1 as shown on Road Plat Book 2, page 110, Palm Beach County, Florida Public Records, with the South line of Government Lot 4 of said Section 8, run S 89°34'51" E, along the South line of said Government Lot 4, a distance of 795.00 feet; thence N 00°25'09" E, a distance of 440.00 feet; thence S 89°34'51" E, a distance of 484.99 feet to a point in the East line of Government Lot 4; thence S 2°42'33" W, along the East line of Government Lot 4, a distance of 28.05 feet; thence S 89°39'57" E, a distance of 36.73 feet; thence N 0°20'03" E, a distance of 87.55 feet; thence N 18°40'00" W, a distance of 182.00 feet; thence N 51°46'00" W, a distance of 277.00 feet; thence N 0°00'57" W, a distance of 109.00 feet; thence S 89°59'03" W, a distance of 188.13 feet to the POINT OF BEGINNING.

Proceed thence N 0°00'57"W, a distance of 100.00 feet; thence S 89°59'03" W, a distance of 75.00 feet; thence S 0°00'57" E, a distance of 100.06 feet to a point on a curve concave to the South having a radius of 75.00 feet and whose center bears S 2°17'50" E; thence Easterly along the arc of said curve through a central angle of 2°16'53", a distance of 2.99 feet to the point of tangency; thence N 89°59'03" E, a distance of 72.01 feet to the POINT OF BEGINNING.

\\JRE\10019\UNIT84

EXHIBIT "A"

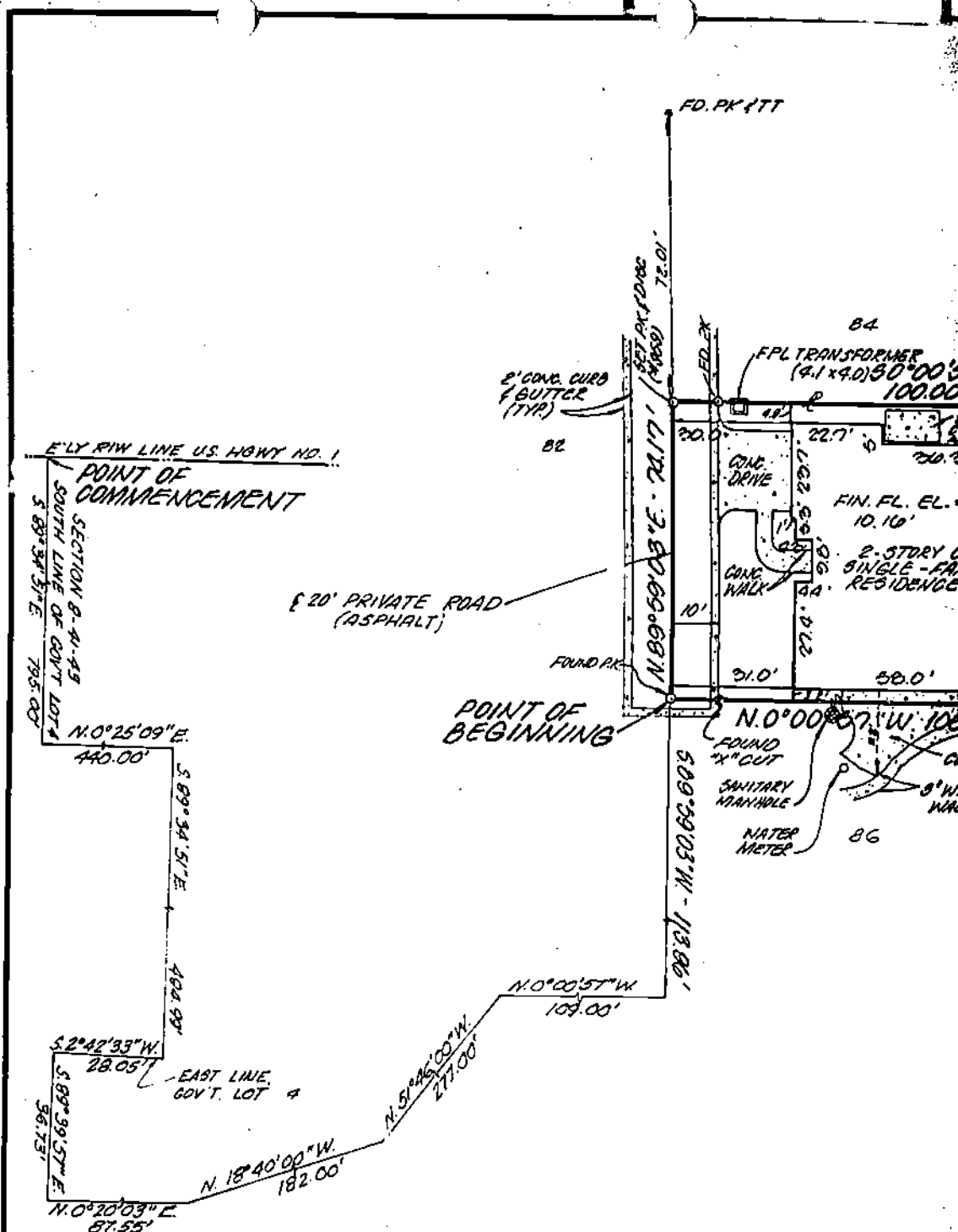
Unit 85, VIA DEL MAR II - A CONDOMINIUM

A parcel of land in Section 8, Township 41 South, Range 43 East, Palm Beach County, Florida being more particularly described as follows:

From the intersection of the Easterly right-of-way line of U.S. Highway No. 1 as shown on Road Plat Book 2, page 110, Palm Beach County, Florida Public Records, with the South line of Government Lot 4 of said Section 8, run S 89°34'51" E, along the South line of said Government Lot 4, a distance of 795.00 feet; thence N 00°25'09" E, a distance of 440.00 feet; thence S 89°34'51" E, a distance of 484.99 feet to a point in the East line of Government Lot 4; thence S 2°42'33" W, along the East line of Government Lot 4, a distance of 28.05 feet; thence S 89°39'57" E, a distance of 36.73 feet; thence N 0°20'03" E, a distance of 87.55 feet; thence N 18°40'00" W, a distance of 182.00 feet; thence N 51°46'00" W, a distance of 277.00 feet; thence N 0°00'57" W, a distance of 109.00 feet; thence S 89°59'03" W, a distance of 113.96 feet to the POINT OF BEGINNING.

Proceed thence N 0°00'57"W, a distance of 100.00 feet; thence S 89°59'03" W, a distance of 74.17 feet; thence S 0°00'57" E, a distance of 100.00 feet; thence N 89°59'03" E, a distance of 74.17 feet to the POINT OF BEGINNING.

\\JRM\10019\UNIT85



NOTE: ELEVATIONS SHOWN HEREON ARE BASED ON THE NATIONAL GEODETIC VERTICAL DATUM OF 1989.

BEARING BASE: THE SOUTH LINE OF GOVERNMENT LOT 4 SECTION 8, TOWNSHIP 41 SOUTH, RANGE 45 EAST, PALM BEACH COUNTY, FLORIDA, IS TAKEN TO BEAR S 89° 34' 51" E AND ALL OTHER BEARINGS ARE RELATIVE THERETO.

NOTE: VISIBLE ENCROACHMENTS ARE AS SHOWN. CONCRETE PATIO.

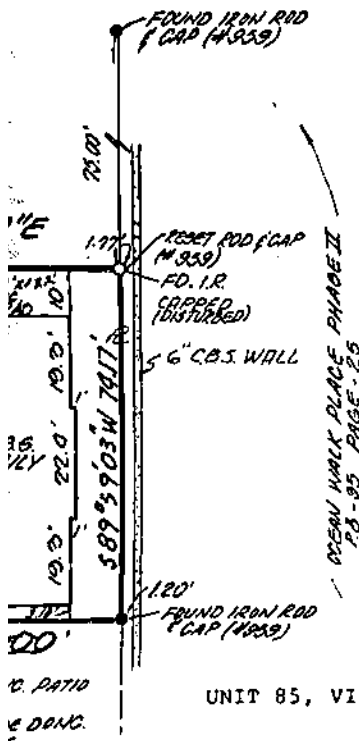
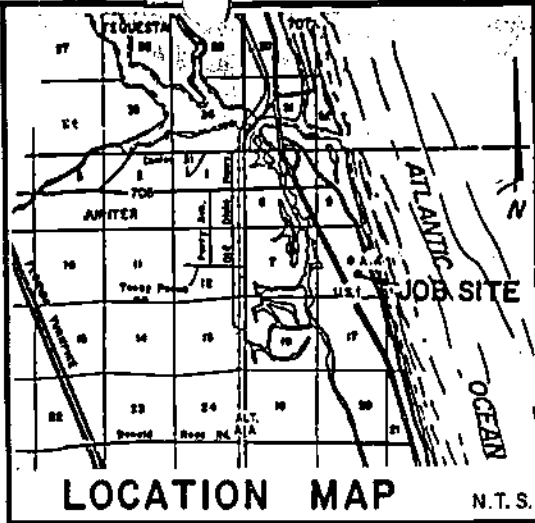
CERTIFICATE: I hereby certify that the survey represented hereon, dated this 30th day of JANUARY, 1991, is true and correct to the best of my knowledge and belief, and meets the Minimum Technical Standards set forth by the Florida Board of Land Surveyors, pursuant to Section 472.027, Florida Statutes.

Donald H. Hines
 PROFESSIONAL LAND SURVEYOR
 STATE OF FLORIDA NO. 6198

NOTE: NOT VALID UNLESS SEALED WITH AN EMBOSSED SURVEYOR'S SEAL. THIS SURVEY IS BASED ON INFORMATION FURNISHED BY CLIENT OR CLIENT'S REPRESENTATIVE. NO SEARCH OF THE PUBLIC RECORDS HAS BEEN MADE BY THIS OFFICE.

RESURVEYED 1-30-91
RESURVEYED 6-21-85
FIN. FL. EL. 29 AUG 85 80CM
U.C. TIE-IN 22 AUG 85 80CM
REVISIONS

BRUNING 44-132 35047 2



UNIT 85, VIA DEL MAR II - A CONDOMINIUM (PHASE 2A)

A parcel of land in Section 8, Township 41 South, Range 43 East, Palm Beach County, Florida being more particularly described as follows:

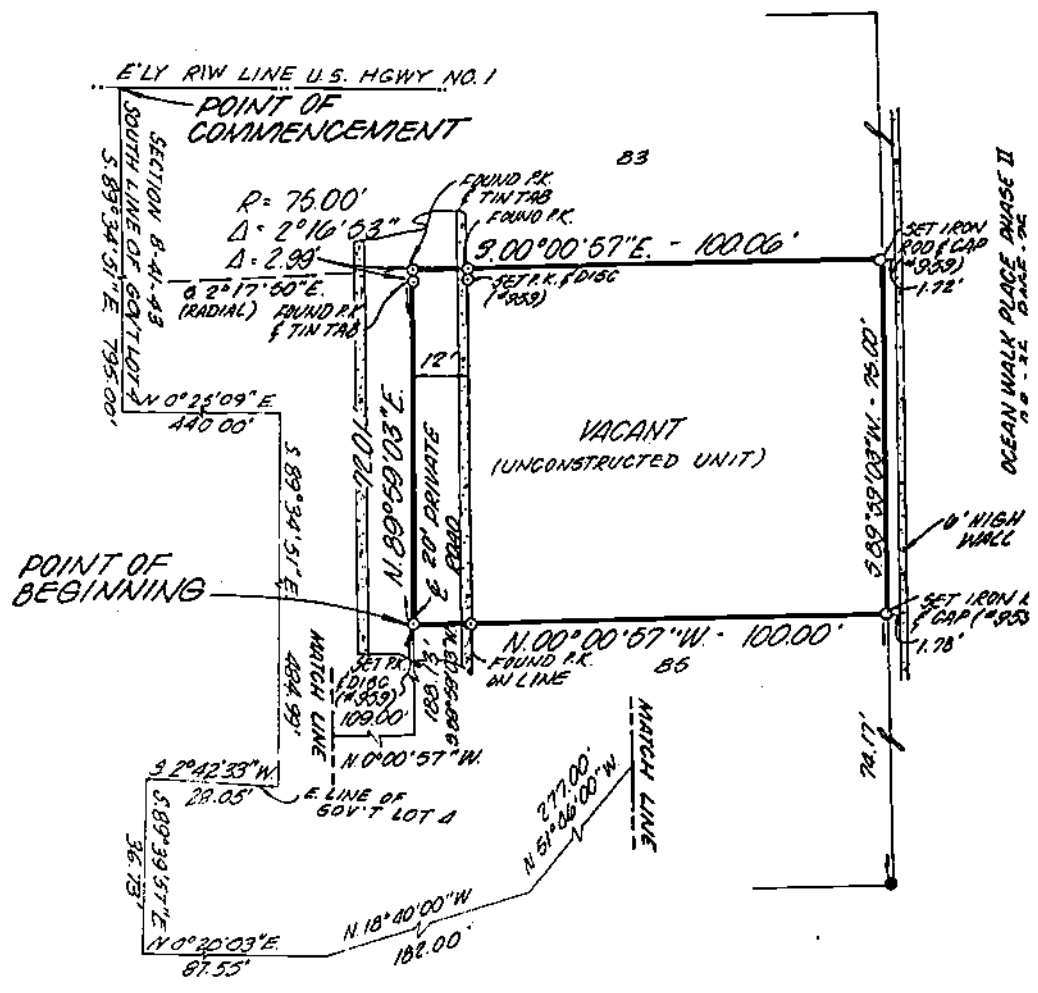
From the intersection of the Easterly right-of-way line of U.S. Highway No. 1, as shown on Road Plat Book 2, Page 110, Palm Beach County, Florida Public Records, with the South line of Government Lot 4 of said Section 8, run S 89°34'51" E, along the South line of said Government Lot 4, a distance of 795.00 feet; thence N 00°25'09" E, a distance of 440.00 feet; thence S 89°34'51" E, a distance of 484.99 feet to a point in the East line of Government Lot 4; thence S 2°42'33" W, along the East line of Government Lot 4, a distance of 28.05 feet; thence S 89°39'57" E, a distance of 36.73 feet; thence N 0°20'03" E, a distance of 87.55 feet; thence N 18°40'00" W, a distance of 182.00 feet; thence N 51°46'00" W, a distance of 277.00 feet; thence N 0°00'57" W, a distance of 109.00 feet; thence S 89°59'03" W, a distance of 113.94 feet to the POINT OF BEGINNING.

Proceed thence N 0°00'57" W, a distance of 100.00 feet; thence S 89°59'03" W, a distance of 74.17 feet; thence S 0°00'57" E, a distance of 100.00 feet; thence N 89°59'03" E, a distance of 74.17 feet to the POINT OF BEGINNING.

Subject to Reservations, Easements and Restrictions of record.

EXHIBIT "C"

PROJECT NAME: BOUNDARY SURVEY FOR:		VIA DEL MAR II			
LINDA L. BROMMING, FERRARI & HELLSTROM, INC. CONSULTING ENGINEERS, PLANNERS & SURVEYORS 210 JUPITER LAKES BLVD. P.O. BOX 727 JUPITER, FLORIDA 33488 1908 SOUTH 25TH STREET SUITE 208 FORT PIERCE, FLORIDA 33409	Scale 1" = 30'	Field J. GARADINE	Sheet 1 OF 1	Field Book VIA DEL Pg. 88-89 MAR #2	File No.
	10 CENTRAL PARKWAY SUITE 420 STUART, FLORIDA 33497	Date 9/3/81	Design —	Drawing No. 85	
1908 SOUTH 25TH STREET SUITE 208 FORT PIERCE, FLORIDA 33409	2008 16TH AVENUE YEARO BEACH, FLORIDA 32900	Checked G.R.			



BEARING BASE: THE SOUTH LINE OF GOVERNMENT LOT 4, SECTION 8, TOWNSHIP 41 SOUTH, RANGE 43 EAST, PALM BEACH COUNTY, FLORIDA, IS TAKEN TO BEAR S 89° 34' 31\"/>

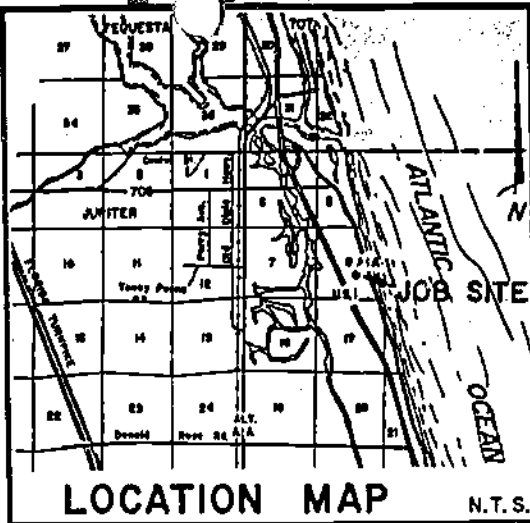
BRUNING 44-132 95047-2

CERTIFICATE: I hereby certify that the survey represented hereon, dated this 30th day of JANUARY, 1981, is true and correct to the best of my knowledge and belief, and meets the Minimum Technical Standards set forth by the Florida Board of Land Surveyors, pursuant to Section 472.027, Florida Statutes.

Ronald H. Klaus
 PROFESSIONAL LAND SURVEYOR
 STATE OF FLORIDA NO. 4192

NOTE: NOT VALID UNLESS SEALED WITH AN EMBOSSED SURVEYOR'S SEAL. THIS SURVEY IS BASED ON INFORMATION FURNISHED BY CLIENT OR CLIENT'S REPRESENTATIVE. NO SEARCH OF THE PUBLIC RECORDS HAS BEEN MADE BY THIS OFFICE.

RESURVEYED 1-30-91
REVISIONS



LOCATION MAP

N.T.S.

UNIT 84, VIA DEL MAR II - A CONDOMINIUM (PHASE 23)

A parcel of land in Section 8, Township 41 South, Range 43 East, Palm Beach County, Florida being more particularly described as follows:

From the intersection of the Easterly right-of-way line of U.S. Highway No. 1, as shown on Road Plat Book 2, page 110, Palm Beach County, Florida Public Records, with the South line of Government Lot 4 of said Section 8, run S 89°34'51" E, along the South line of said Government Lot 4, a distance of 795.00 feet; thence N 00°25'09" E, a distance of 440.00 feet; thence S 89°34'51" E, a distance of 484.99 feet to a point in the East line of Government Lot 4; thence S 2°42'33" W, along the East line of Government Lot 4, a distance of 28.05 feet; thence S 89°39'57" E, a distance of 36.73 feet; thence N 0°20'03" E, a distance of 87.55 feet; thence N 18°40'00" W, a distance of 182.00 feet; thence N 51°46'00" W, a distance of 277.00 feet; thence N 0°00'57" W, a distance of 109.00 feet; thence S 89°59'03" W, a distance of 188.13 feet to the POINT OF BEGINNING.

Proceed thence N 0°00'57" W, a distance of 100.00 feet; thence S 89°59'03" W, a distance of 75.00 feet; thence S 0°00'57" E, a distance of 100.06 feet to a point on a curve concave to the South having a radius of 75.00 feet and whose center bears S 2°17'50" E; thence Easterly along the arc of said curve through a central angle of 2°16'53" a distance of 2.99 feet to the point of tangency; thence N 89°59'03" E, a distance of 72.01 feet to the POINT OF BEGINNING.

Subject to Reservations, Easements and Restrictions of record.

EXHIBIT "D"

PROJECT NAME: BOUNDARY SURVEY FOR:		VIA DEL MAR II				
LINDALE, BROWNING, FERRARI & HELLSTROM, INC. CONSULTING ENGINEERS, PLANNERS & SURVEYORS 210 JUPITER LAKES BLVD. JUPITER, FLORIDA 33468 1906 SOUTH 25TH STREET SUITE 200 FORT PIERCE, FLORIDA 33460	10 CENTRAL PARKWAY SUITE 450 STUART, FLORIDA 33467 2005 10TH AVENUE VENO BEACH, FLORIDA 32960	Scale 1" = 30'	Field <i>S. SARADUR</i>	Sheet 1 OF 1	Field Book VIA DEL MAR BK. Pg. 23-27	File No.
		Date 8/8/81	Design —	Drawing No. 04	Work Order No. 91-023	
			Drawn <i>G.M.</i>			
			Checked <i>G.R.</i>			

SURVEYOR'S CERTIFICATE

STATE OF FLORIDA
COUNTY OF PALM BEACH

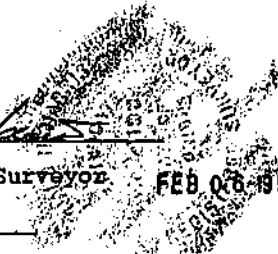
BEFORE ME, the undersigned authority duly authorized to administer oaths and take acknowledgements, personally appeared RONALD H. HARRIS, who after being first duly cautioned and sworn, deposes and says as follows:

1. That he is a duly registered Surveyor under the laws of the State of Florida, being Surveyor No. 4198.

2. The construction of the improvements to comprise Unit 85, Via Del Mar II, a Condominium is substantially complete and the materials attached as Exhibits to the original Declaration of Condominium for Via Del Mar II, and the materials attached to the Amendment to said Declaration, to which this Surveyor's Certificate is attached, are an accurate representation of the location and dimension of said improvements, and the identification, location and dimensions of the common elements within the Condominium can be determined from said materials.

FURTHER AFFIANT SAYS NOT.

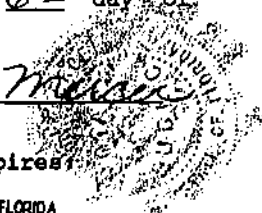
Ronald H. Harris
RONALD H. HARRIS
Registered Land Surveyor
State of Florida
Number 4198



Sworn to and subscribed before me, this 6th day of February, ~~1990~~ 1991

Debra C. Mendenhall
Notary Public

My commission expires



NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXP. JULY 17, 1992
REGISTERED THRU GENERAL INS. LIND.

EXHIBIT "F"

SURVEYOR'S CERTIFICATE

ORB 6871 Pg 539

STATE OF FLORIDA
COUNTY OF PALM BEACH

BEFORE ME, the undersigned authority duly authorized to administer oaths and take acknowledgements, personally appeared RONALD H. HARRIS, who after being first duly cautioned and sworn, deposes and says as follows:

1. That he is a duly registered Surveyor under the laws of the State of Florida, being Surveyor No. 4198.

2. The lands which comprise Unit 84, Via Del Mar II, a Condominium is vacant land, with no improvements constructed thereon, and the materials attached as Exhibits to the original Declaration of Condominium for Via Del Mar II and the materials attached to the Amendment to said Declaration, to which this Surveyor's Certificate is attached, are an accurate representation of the location and dimension of said Unit, and the identification, location and dimensions of the common elements within the Condominium can be determined from said materials.

FURTHER AFFIANT SAYS NOT.

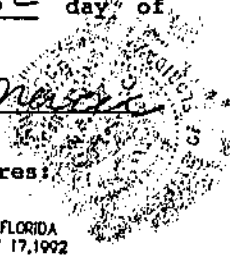
Ronald H. Harris
RONALD H. HARRIS
Registered Land Surveyor
State of Florida
Number 4198



Sworn to and subscribed before me, this 6th day of February, ~~1990~~ 1991.

Debra C. Mease
Notary Public

My commission expires:



**CERTIFICATE OF AMENDMENT
CONSENT AND RATIFICATION**

COMES NOW Steven P. Butts and Pamela A Parker,
as President and Secretary, respectively, of VIA DEL MAR
CONDOMINIUM ASSOCIATION, INC., a Florida corporation not for
profit, and certifies that the following resolution was adopted by
not less than a majority of the Board of Administration and by the
owners of not less than three-fourths (3/4) of the units:

RESOLVED, that the attached Amendment to the Declaration
of Condominium of Via Del Mar II, a Condominium, recorded
in Official Records Book 3637, page 1538, Public Records
of Palm Beach County, Florida be approved and ratified
in accordance with Paragraph 14 of the Declaration of
Condominium and, upon recording in the Public Records of
Palm Beach County, Florida, shall be deemed to have
amended the Declaration of Condominium in accordance with
the provisions set forth therein.

IN WITNESS WHEREOF, the undersigned President and Secretary
of VIA DEL MAR CONDOMINIUM ASSOCIATION, INC., have executed this
Certificate this 16th day of May, 1991.

Signed, sealed and delivered
in the presence of:

VIA DEL MAR CONDOMINIUM
ASSOCIATION, INC.

Paul A. Hussey
Ray Middleton

BY: Steven P. Butts
Its President

Elizabeth Middleton
Jan R. Kyrle

BY: Pamela A. Parker
Its Secretary

(CORPORATE



STATE OF FLORIDA
COUNTY OF PALM BEACH

I HEREBY CERTIFY, that on this day, before me, an officer duly
authorized in the State and County aforesaid to take
acknowledgments, personally appeared Steven P. Butts and
Pamela A. Parker, as President and Secretary, respectively, of VIA
DEL MAR CONDOMINIUM ASSOCIATION, INC., a Florida Corporation, and
they acknowledged executing this instrument, freely and
voluntarily, under authority duly vested in them by said
Corporation and that the seal affixed thereto is the true corporate
seal of said Corporation.

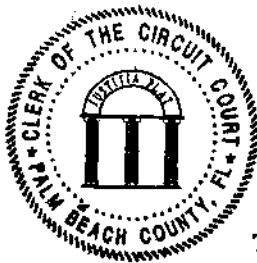
WITNESS my hand and official seal in the State and County last
aforesaid, this 28 day of May, 1991.

Jacquiline A. Mobley
Notary Public

My Commission Expires: Notary Public, State of Florida
My Commission Expires Jan 14, 1992

ALB/cb
slh/17682/amend.caz

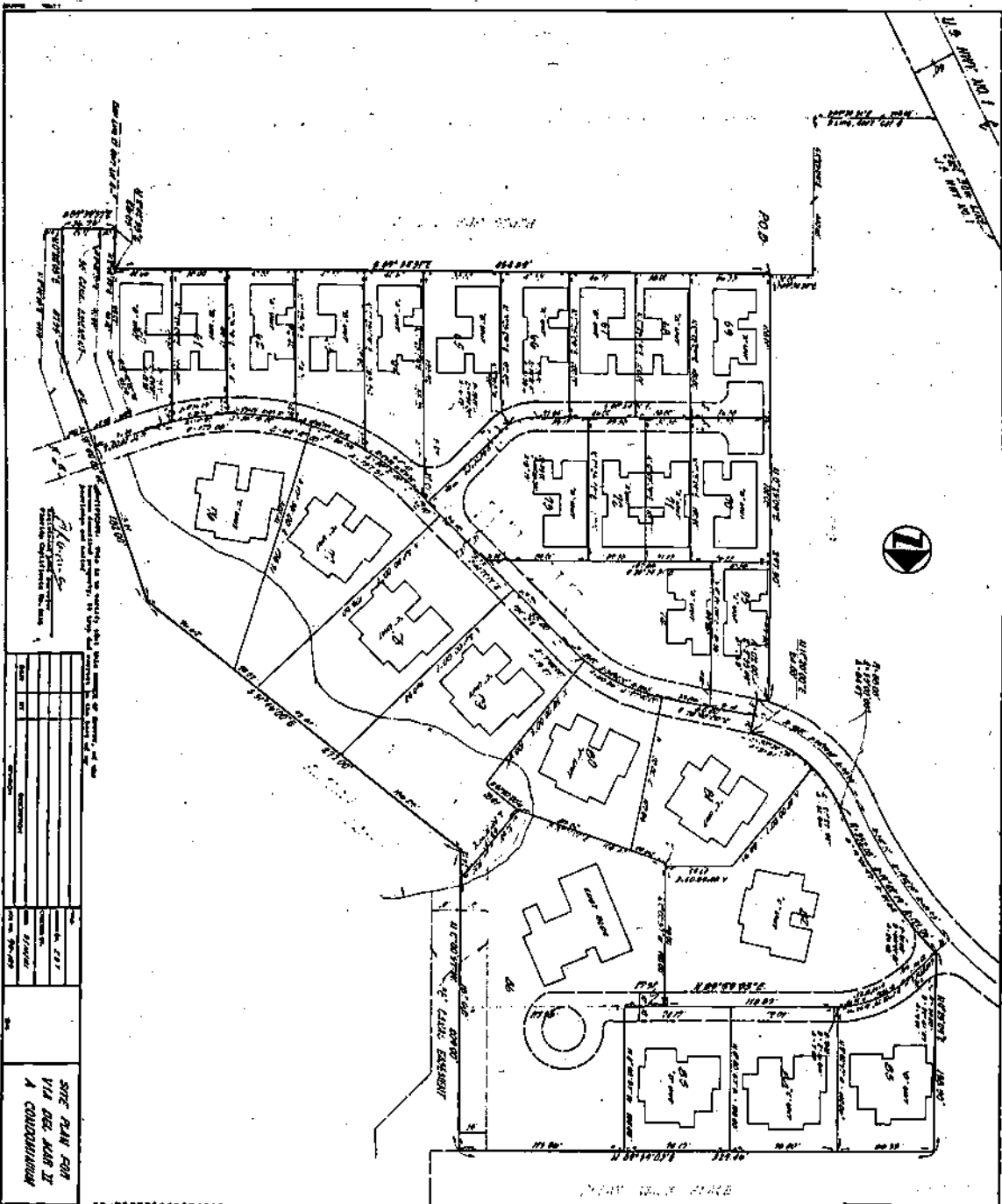
RECORD VERIFIED
PALM BEACH COUNTY, FLA.
JOHN B. DUNKLE
CLERK CIRCUIT COURT



STATE OF FLORIDA - PALM BEACH COUNTY
I hereby certify that the
foregoing is a true copy
of the record in my office.

THIS 2ND DAY OF MARCH, 2080
DOROTHY H. WILKEN,
CLERK OF CIRCUIT COURT

By Susan Allison
Deputy Clerk



NO.	DESCRIPTION	DATE	BY
1	PRELIMINARY	11-15-67	...
2
3
4
5
6
7
8
9
10

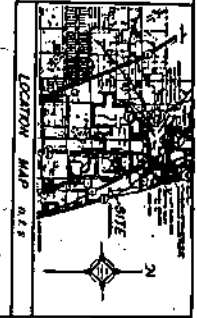
**SITE PLAN FOR
VIA DEL MAR II
A CHICAGO, ILL.**

LEGAL DESCRIPTION

...

LANDMARKS, MONUMENTS & PERMANENT MARKS

...



B3637 P1580

Exhibit A-1

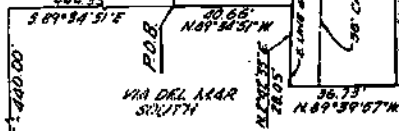
Composite Exhibit A-2

B3037 P.1581

B3637 P1582

DELY RIV. LINE U.S. NAVY MAP

SECTION 8-41-43
8 LINE GOVT LOT 4
68°54'31"E - 795.00'

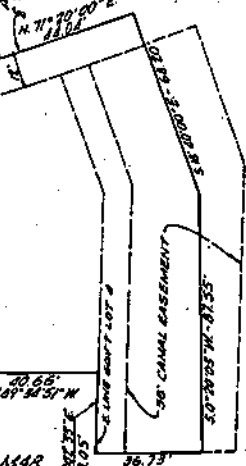


VIA DEL MAR SOUTH

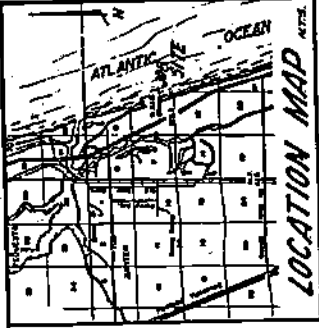
651

NOTED 07E-05.88'

8-75.00'
4-41.70'
2-22.70'
2-22.70' PRIVATE ROAD



36.73'
N 69°39'07\"/>



UNIT 60, VIA DEL MAR II - A CONDOMINIUM

A parcel of land in Section 8, Township 41 South, Range 41 East, Palm Beach County, Florida being more particularly described as follows:

From the intersection of the easterly right-of-way line of U. S. Highway No. 1, as shown on Road Plat Book 1, page 110, Palm Beach County, Florida Public Records, with the easterly line of Government Lot 8 of said Section 9, run S a distance of 795.00 feet; thence N 00°25'03\"/>

Subject to Reservations, Easements and Restrictions of record.

CERTIFICATE: This is to certify that the MASTER OF SURVEY has personally examined the property, to bear and correct to the best of my knowledge and belief.

DATE: 11/11/80

BY: [Signature]

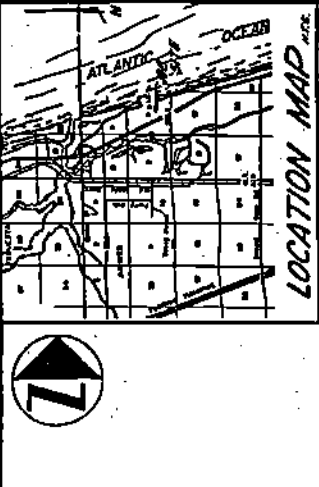
NOTARY PUBLIC STATE OF FLORIDA

My Comm. Expires 12/31/81

REVISIONS

PROJECT NAME		Scale		Sheet		Field Book	
VIA DEL MAR II		1" = 30'		1 OF 1		Pg. —	
LORD, HARRISON & FERRARI, INC. Consulting Engineers, Planners & Surveyors		Drawn		Checked		No. 73-109	
100 International Drive P.O. Box 13008 Miami, Florida 33108		Date		Drawing No.		No. 73-109	
		7-21-80		Checked G.R.			

B3637 P1583

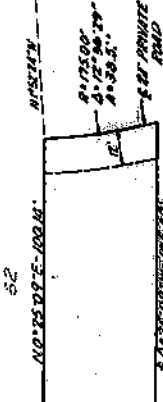


UNIT 61, VIA DEL MAR I - A CONDOMINIUM
 A parcel of land in Section 8, Township 41 South, Range 43 East, Palm Beach County, Florida being more particularly described as follows:

From the intersection of the easterly right-of-way line of U. S. Highway No. 1, as shown on Road Plat Book 2, page 110, Palm Beach County, Florida Public Records, with the South line of Government Lot 4 of said Section 8, run S 89°34'51" E, along the South line of said Government Lot 4, a distance of 795.00 feet; thence N 00°25'09" E, a distance of 440.00 feet; thence S 89°34'51" E, a distance of 406.33 feet to the POINT OF BEGINNING;

Proceed thence N 0°25'09" E, a distance of 180.31 feet to a Point on a curve concave North, having a radius of 1748.00 feet, and center Point N 13°27'24" W, thence Eastward along the arc of said curve, through a central angle of 12°35'29", a distance of 38.51 feet; thence S 0°25'09" W, a distance of 105.89 feet; thence N 89°34'51" W, a distance of 38.00 feet to the POINT OF BEGINNING.

Subject to Reservations, Easements and Restrictions of record.



SECTION 8-41-88
 S. LINE GOVT LOT 4
 689'34'31"E - 715.00'
 N 15°25'41"E - 440.00'
 406.33'
 52
 N 10°25'09"E - 420.00'
 38.00'
 N 89°34'51"W
 30°25'09"W - 308.89'
 60
 720.00'
 689'34'31"E - 715.00'

CERTIFICATE, THIS IS A COPY OF THE SECTION OF SURVEY of the herein described property, in and to which is the best of my knowledge and belief.		REVISIONS	
NOTED, RECORDED & RETURNED TO WITH AN ENDORSED SURVEYOR'S SEAL. The SURVEY prepared hereon legal description supported by said:			
<i>[Signature]</i> Date: 03/15/2012 No: 2833			
VIA DEL MAR I			
PROJECT NAME		Scale 1" = 50'	Sheet 1 OF 1
LEHMAN, INVESTING & FINANCIAL, INC. Consulting Engineers, Planners & Surveyors 200 INTERNATIONAL BLVD. SUITE 500 JENSEN, FLORIDA 33408 PHONE: 772.283.1200		Date 7-21-80	Field Book — Pg. — No. 79-109

B3637 P1584

CELL ROW LINE U.S. ARMY 141

SECTION 8-A1-22
S LINE GOV'T LOT 47
S 89°34'51"E 795.00'

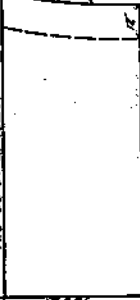
N 0°23'09"E 200.00'

359.00'
E 15°03'45"

53

N 0°25'09"E 104.71'

M 16°05'49"W
E 15°03'45"
VIA DEL MAR SOUTH



M 16°05'49"W
R=175.00'
A=47.70°
E 15°03'45"

24' GRANITE ROAD

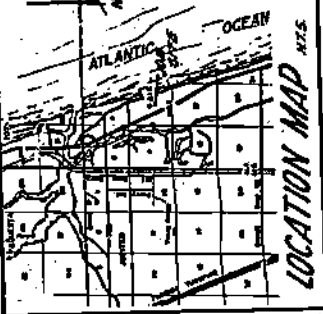
UNIT 62, VIA DEL MAR II - A CONDOMINIUM

A parcel of land in Section 8, Township 31 South, Range 43 East, Palm Beach County, Florida being more particularly described as follows:

From the intersection of the easterly right-of-way line of U. S. Highway No. 1, as shown on Road Plat Book 2, page 110, Palm Beach County, Florida Public Records, with the South line of Government Lot 4 of said Section 8, run S 89°34'51" E, 795.00 feet; thence N 00°25'09" E, a distance of 104.70 feet; thence S 89°34'51" E, a distance of 104.71 feet to a point on a curve concave to the south, having a radius of 175.00 feet, whose center bears N 17°44'29" E; thence easterly along the arc of said curve, through a central angle of 47.70 degrees, a distance of 100.14 feet; thence S 0°25'09" W, a distance of 100.14 feet; thence N 89°34'51" W, a distance of 47.13 feet to the POINT OF BEGINNING.

Proceed thence N 0°25'09" E, a distance of 104.71 feet to a point on a curve concave to the south, having a radius of 175.00 feet, whose center bears N 17°44'29" E; thence easterly along the arc of said curve, through a central angle of 47.70 degrees, a distance of 100.14 feet; thence S 0°25'09" W, a distance of 100.14 feet; thence N 89°34'51" W, a distance of 47.13 feet to the POINT OF BEGINNING.

Subject to Reservations, Easements and Restrictions of record.



CERTIFICATE. This is to certify that the CENTER OF SURVEY, of the above described property, is true and correct in the best of my knowledge and belief.

WALTER W. HARRISON, SURVEYOR
BY: [Signature]
WALTER W. HARRISON, SURVEYOR
No. 2633

REVISIONS

PROJECT NAME: VIA DEL MAR II

OWNER: [Name]
CONVEYANCE: [Type]

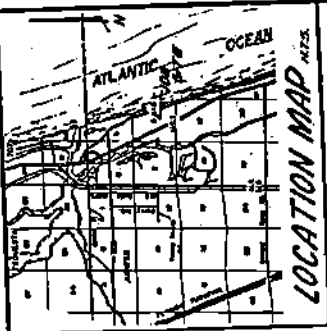
DATE: 7-21-80

DRAWN BY: [Name]

CHECKED BY: [Name]

Scale	1" = 30'	Sheet	1 OF 1	Field Book	
Date	7-21-80	Drawn	S. C.	Checked	G. R.

B3637 P1585



LEFT BOUNDARY LINE U.S. ARMY M.S.

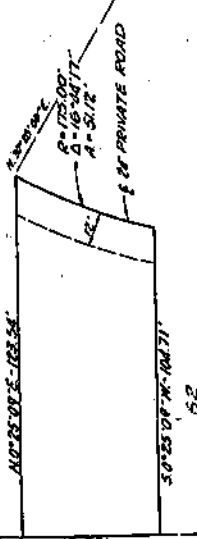
SECTION 8-41-49
S. LINE 60' BY LOT 47
389°34'51" E - 793.00'

NO 25° 09' E - 440.00'

311.67'
89°34'51" E

P.O.B.

1733'
N. 15° 25' 09" E



52

UNIT 53, VIA DEL MAR II - A CONDOMINIUM

A parcel of land in Section 8, Township 41 South, Range 43 East, Palm Beach County, Florida being more particularly described as follows:

From the intersection of the Easterly right-of-way line of S. High No. 1 as shown on Road Plat Book 7, page 110, Palm Beach County, Florida Public Records, with the S 89°34'51" E line of Government Lot 4 of said Section 8, run S a distance of 793.00 feet; thence N 00°25'09" E, a distance of 440.00 feet; thence S 89°34'51" E, a distance of 311.67 feet to the POINT OF BEGINNING; Proceed thence N 0°25'09" E, a distance of 173.54 feet to a point on a curve concave to the North having a radius of 175.00 feet, whose center bears S 70°25'51" E; thence Easterly along the arc of said curve, bearing such a central angle of 18°44'17", a distance of 51.2 feet; thence S 0°25'09" W, a distance of 30.25 feet; thence N 89°34'51" W, a distance of 47.33 feet to the POINT OF BEGINNING.

Subject to Reservations, Easements and Restrictions of record.

CERTIFICATE. This is to Certify that the PARTIAL OF SURVEY, of the herein described property, is true and correct to the best of my knowledge and belief.

NOTE: NOT VALID UNLESS SEALED WITH AN APPROVED SURVEYOR'S SEAL. THIS SURVEY prepared from field notes furnished by client.

Surveyor's Name: [Signature]
Professional No.: 2533

PROJECT NAME:

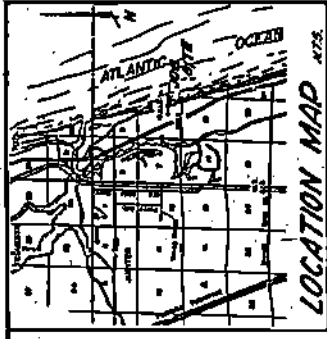
VIA DEL MAR II

Scale	1" = 30'	Sheet	1 OF 1	Field Book	Page
Date	7-21-80	Drawn	L.C.	Working Map	Work Order No. 79-109
Checked	G.R.	Checked	G.R.		

REVISIONS

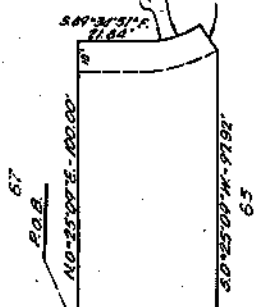
LEONARD ARONSON & ASSOCIATES, INC.
Civil Engineers, Surveyors & Planners
10000 Biscayne Blvd., Suite 1000
Miami, Florida 33148

B3637 P1586



SECTION 8-81-12
 5.87' 34.51" E
 795.00'

VIA DEL MAR SOUTH
 47.33'
 N. 89° 34' 51" W



UNIT 65, VIA DEL MAR I - A CONDOMINIUM

A parcel of land in Section 8, Township 41 South, Range 43 East, Palm Beach County, Florida being more particularly described as follows:

From the intersection of the Easterly right-of-way line of U. S. Highway No. 1, as shown on Road Plat Book 2, page 110, Palm Beach County, Florida Public Records, with the southerly line of Government Lot 4 of said Section 8, Run 89°34'51" E, 795.00 feet, to the Point of Beginning, a distance of 440.00 feet; thence S 89°34'51" E, a distance of 176.33 feet to the POINT OF BEGINNING;
 Proceed thence N 0°25'09" E, a distance of 100.00 feet; thence S 89°34'51" E, a distance of 21.84 feet to the point of curvature of a curve concave to the Northwest having a radius of 35.00 feet; thence Northeasterly along the arc of said curve, through a central angle of 34°30'40", a distance of 21.89 feet; thence Southerly S 34°05'31" E, a distance of 10.00 feet; thence S 89°34'51" W, a distance of 71.72 feet to the POINT OF BEGINNING.

Subject to Reservations, Easements and Restrictions of record.

CERTIFICATE: This is a true and correct copy of the original plat of the herein described property, to wit and correct to the best of my knowledge and belief.

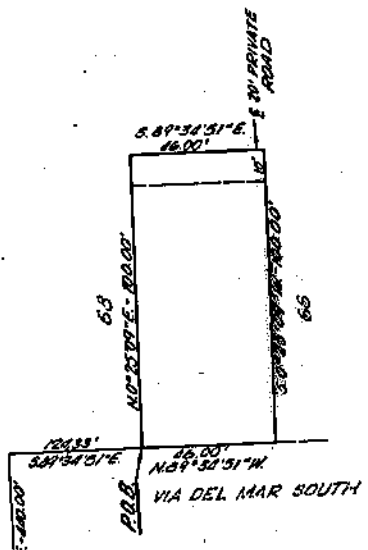
Mc...
 REGISTERED SURVEYOR
 THE SURVEY prepared from field notes and computations supplied by client.
 2833

REVISIONS

PROJECT NAME: VIA DEL MAR I
 LINDA, INCORPORATED, INC.
 10000 BAYVIEW BLVD
 MIAMI, FLORIDA 33154

Scale	1" = 30'	Field Book	
Drawn		Sheet	
Date	7-21-80		
Drawn L.C.			
Checked G.R.			

B3637 P1587



UNIT 67, VIA DEL MAR E - A CONDOMINIUM
 a parcel of land in Section 9, Township 41 South, Range 43
 East, Palm Beach County, Florida being more particularly
 described as follows:

From the intersection of the easterly right-of-way line of U. S. Highway No. 1, as shown on Road Plat Book 2, page 10, Palm Beach County, Florida Public Records, with the westerly line of Government Lot 4 of said Section 9, run S 89° 31' 51" E, a distance of 410.00 feet; along the South line of said Government Lot 4, a distance of 795.00 feet; S 14° 11' E, a distance of 124.31 feet to the POINT OF BEGINNING; S 89° 31' 51" E, a distance of 46.00 feet; S 89° 31' 51" E, a distance of 46.00 feet; thence S 0° 23' 09" W, a distance of 100.00 feet to the POINT OF BEGINNING.

Subject to Reservations, Easements and Restrictions of record.

VIA DEL MAR I

PROJECT NAME:		Scale:	Sheet:	Field Book:	File No.:
LINDA, MARGARET & PEGGIE, PC		1" = 30'	1 OF 1		79-109
Consulting Engineers, Surveyors & Planners, Inc.		Date:	Drawing No.:	Work Order No.:	
10000 N. U.S. HWY. 1, SUITE 100, PALM BEACH, FLORIDA 33480		7-21-80	67		
REVISIONS:					

QUALIFICATION: This is to certify that the SURVEYOR of the above described property, is true and correct to the best of my knowledge and belief.

NOTE: NOT VALID FOR THE SELLER'S USE UNLESS SIGNED BY THE SURVEYOR.

This SURVEY prepared from field notes and description supplied by client.

Blaylock

83637-P1588

E.V. 1/4 LINE OF U.S. HWY NO. 1

SECTION 8-41-88
SOUTH LINE, GOVT LOT 4
S 89° 34' 51" E
198.00'

N 00° 25' 09" E 100.00'
3.89' W 51" E, 86.93'

P.O.B.
N 0° 25' 09" E - 100.00'

65

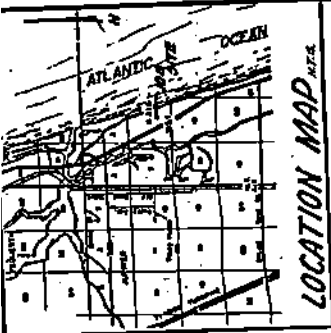
3.89' W 51" E
35.00'

E TO PRIVATE ROAD

S 89° 34' 51" E - 100.00'

67

VIA DEL MAR SOUTH



LOCATION MAP

UNIT 68, VIA DEL MAR I - A CONDOMINIUM
A parcel of land in Section 8, Township 41 South, Range 43 East, Palm Beach County, Florida being more particularly described as follows:

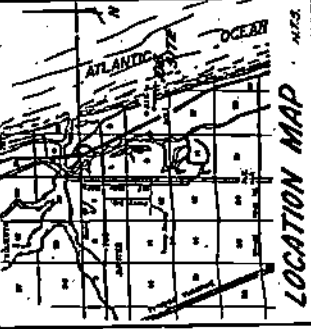
From the intersection of the easterly right-of-way line of U. S. Highway No. 1 shown on Road Plat Book 2, page 110, Palm Beach County, Florida Public Records, with the SOUTH LINE of GOVT LOT 4 of said Section 8, Run S 89° 34' 51" E, a distance of 100.00 feet to the POINT OF BEGINNING; thence N 00° 25' 09" E, a distance of 100.00 feet; thence S 89° 34' 51" E, a distance of 100.00 feet; thence N 00° 25' 09" E, a distance of 38.00 feet; thence S 89° 34' 51" W, a distance of 100.00 feet to the POINT OF BEGINNING.

Subject to Reservations, Easements and Restrictions of record.

PROJECT NAME				Scale	Sheet	Field Book
VIA DEL MAR II				1" = 30'	1 OF 1	79 -
UNION, BRIDGEMAN & TRILLER, INC.				Drafts	65	79 -
CONDOMINIUM DEVELOPER				Drawing No.	65	Work Order
DATE				Date	L.C.	No. 79-109
REVISIONS				7-21-88	Checked D.R.	
CERTIFICATE: This is to certify that the SURVEY, as shown on this plat, is correct and correct to the best of my knowledge and belief.				NOT VALID UNLESS SEALED WITH AN ENDORSED SURVEYOR'S SEAL		
DATE: 7-21-88				This SURVEY was prepared from legal descriptions supplied by client.		

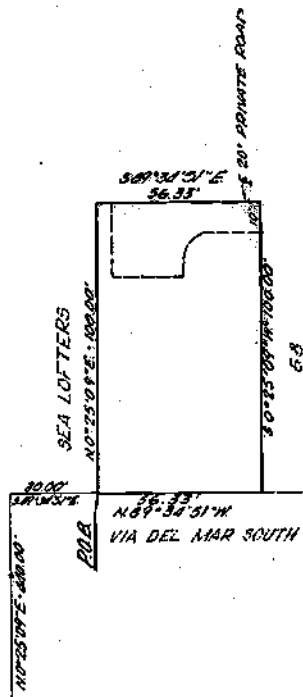
[Signature]
SURVEYOR
NO. 2833

83637 P1589



EFT. ROW LINE (S. 1589) 16.17

SECTION 8-41-43
S. 1/4 60'x7' LOT 47
S. 89°34'51" E. - 715.00'

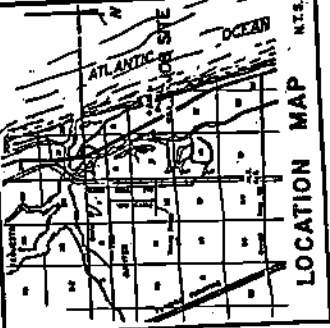


UNIT 69, VIA DEL MAR I - A CONDOMINIUM
A parcel of land in Section 8, Township 41 South, Range 43 East, Palm Beach County, Florida being more particularly described as follows:
From the intersection of the Easterly right-of-way line of U. S. Highway No. 1, as shown on Plat Book 2, page 110, Palm Beach County, Florida, with the South line of Government Lot 4 of said Section 8, run S 89°34'51" E. along the corner line of said Government Lot 4, a distance of 195.00 feet; thence N 00°25'09" E. a distance of 440.00 feet; thence S 89°34'51" E. a distance of 30.00 feet to the POINT OF BEGINNING;
Proceed thence N 0°25'09" E. a distance of 100.00 feet; thence S 89°34'51" E. a distance of 56.33 feet; thence S 0°25'09" W, a distance of 180.00 feet; thence N 89°34'51" W, a distance of 56.33 feet to the POINT OF BEGINNING.
Subject to Reservations, Easements and Restrictions of record.

CERTIFICATE: This is the County and the SECTOR OF SURVEY, of the above described property, to true and correct to the best of my knowledge and belief.		PROJECT NAME: VIA DEL MAR I		Field Book	72
NOTES: NOT VALID UNLESS SEALED BY THE SURVEYOR AND SIGNED BY THE CLIENT. THIS SURVEY prepared from legal description supplied by client.		Scale: 1" = 30'	Sheet: 1 OF 1	Page: 26	
L. K. CAMP, INC. Surveyors & Engineers 1000 N. U.S. Highway 1, Suite 100, Palm Beach, Florida 33480		Date: 7-21-80	Drawing No. 69	Work Order No. 79-109	
REVISIONS:					

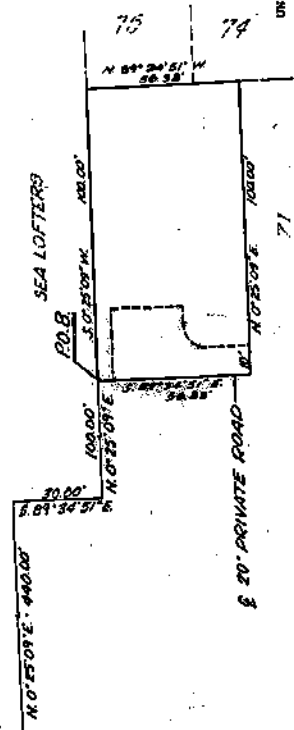
PLANNING 44-132 390417

83637 P1590



E.V.D. ROW LINE U.S. NAVY No. 1

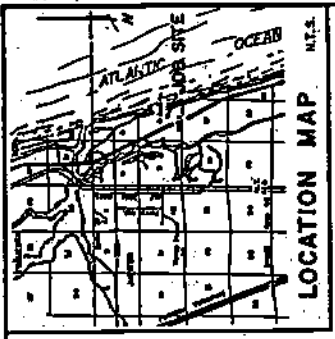
SECTION 9-41-98
S. LINE ROYLT LOT 47
S. 89°34'51" E. - 795.00'



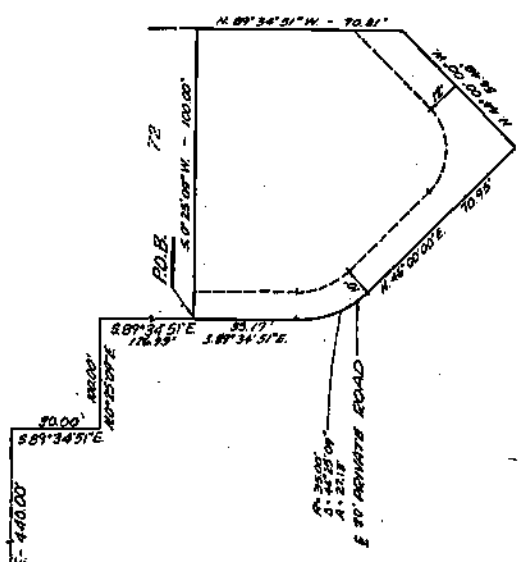
UNIT 70, VIA DEL MAR II - A CONDOMINIUM
A parcel of land in Section 9, Township 11 South, Range 43 East, Palm Beach County, Florida being more particularly described as follows:
From the intersection of the Easterly right-of-way line of U. S. Highway No. 1, as shown on Road Plat Book 2, page 110, Palm Beach County, Florida Public Records, with the Easterly line of Government Lot 4 of said Section 9, run S 89°34'51" E. 795.00 feet; thence N 0°25'09" E, a distance of 100.00 feet; thence S 89°34'51" E, a distance of 36.00 feet; thence N 0°25'09" E, a distance of 100.00 feet to the POINT OF BEGINNING.
PROCEEDED:
thence S 89°34'51" E, a distance of 56.33 feet;
thence N 0°25'09" E, a distance of 100.00 feet;
thence S 89°34'51" E, a distance of 56.33 feet;
thence N 0°25'09" E, a distance of 100.00 feet to the POINT OF BEGINNING.
Subject to Reservations, Easements and Restrictions of record.

PROJECT NAME			
VIA DEL MAR II			
Scale	Sheet	Field Book	File No.
1" = 30'	1 OF 1		
Date	Drawn	L.C.	Working for
7-21-80			No. 79-109
Checked		O. R.	
LYNDA L. BARNETT & ASSOCIATES, INC. Surveyors, Engineers, Planners & Architects 1001 COLLETT DRIVE WEST PALM BEACH, FLORIDA 33411			
NOTES: NOT VALID UNLESS SEALED WITH AN APPROVED SURVEYOR SEAL. THIS SURVEY prepared from legal records. Survey fees included by client.			
REVISIONS			
CERTIFICATE: This is to certify that the ALIEN OF SURVEY, as shown on this plan, is a correct and accurate representation of the land as surveyed and laid out.			
H. M. O. S. S. 113 Surveyor No. 8533			

83637 P1591



SECTION 8-11-48
S LINE 6017 LOT 42
S 89°34'51"E - 795.00'



UNIT 73, VIA DEL MAR II - A CONDOMINIUM
A parcel of land in Section 8, Township 61 South, Range 43 East, Palm Beach County, Florida being more particularly described as follows:
From the intersection of the easterly right-of-way line of U. S. Highway No. 1, at the north end of page 110, Palm Beach County, Florida Public Records with the South line of Government Lot 4 of said Section 8, run S 89°34'51" E, 795.00 feet; thence W 0°25'09" E, a distance of 440.00 feet; thence S 89°34'51" E, a distance of 30.00 feet; thence N 0°25'09" E, a distance of 100.00 feet; thence S 89°34'51" E, a distance of 126.99 feet to the POINT OF BEGINNING; a point of curvature of a curve concave to the Northwest, having a radius of 35.00 feet; thence Northwest along the said curve, through a central angle of 44°13'30", a distance of 71.13 feet to the center of said curve; thence W 44°00'00" N, a distance of 55.48 feet; thence W 89°34'51" E, a distance of 76.81 feet; thence S 0°25'09" E, a distance of 100.00 feet to the POINT OF BEGINNING.
Subject to Reservations, Easements and Restrictions of record.

PROJECT NAME		Scale		Sheet	Field Book
VIA DEL MAR II		1" = 30'		8 of 11	— Pg. —
PROJECT NAME		Scale		Sheet	Field Book
LIVANIA, INCORPORATED & PARTNERS, INC.		1" = 30'		8 of 11	— Pg. —
Selling Real Estate & Services		Date		Drawing No.	Work Order
10000 International Blvd.		7-21-80		72	No. 79-109
P.O. Box 10000, Palm Beach, Florida 33410		Checked G.R.		72	No. 79-109
REVISIONS					
<p>CERTIFICATE: This is to certify that the MATTER OF SURVEY, of the above described property, is true and correct in all the best of my knowledge and belief.</p> <p><i>[Signature]</i> Surveyor 2831</p> <p>NOTE: NOT VALID UNLESS SEALED BY THE SURVEYOR This SURVEY prepared here legal description approved by client.</p>					

83637 P1591

STATE OF FLORIDA
 COUNTY OF PALM BEACH
 PLANNING DEPARTMENT
 1000 EAST PALM BEACH BOULEVARD
 PALM BEACH, FLORIDA 33480
 DATE: 11/15/61
 DRAWN BY: [Signature]
 CHECKED BY: [Signature]

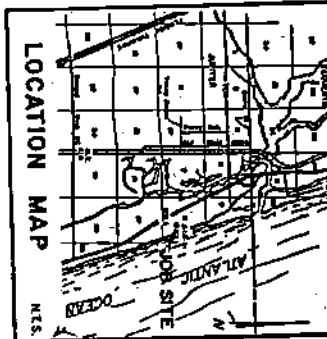
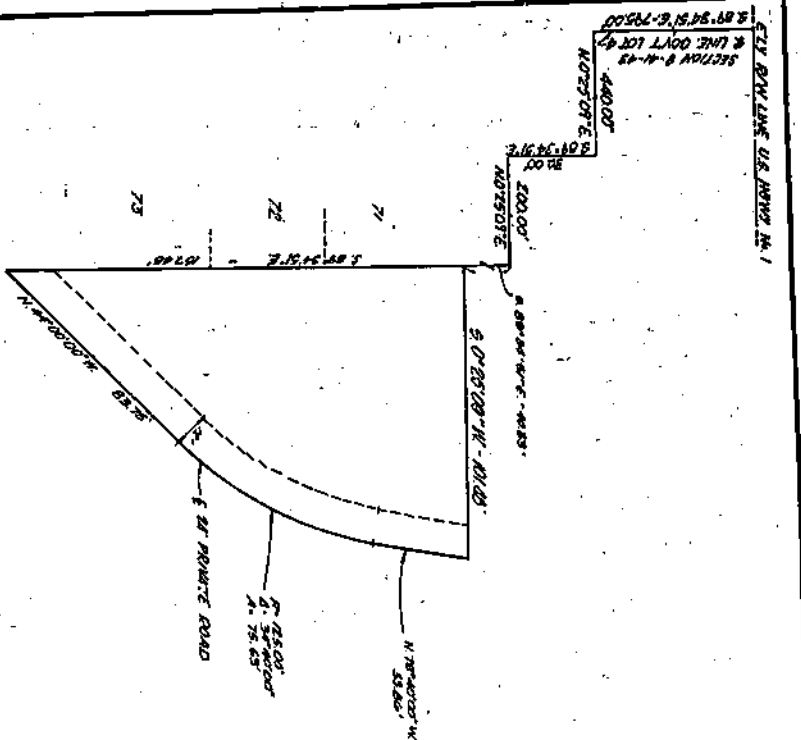
REVISIONS

NO.	DATE	DESCRIPTION

PROJECT NAME: VIA DEL MAR II

Scale	1" = 30'
Date	11/15/61
Drawn	[Signature]
Checked	S.R.
Sheet	1 of 1
Field Book	
Work Order	No. 78-109

UNIT 74, VIA DEL MAR II - A CONDOMINIUM
 A parcel of land in Section 8, Township 41 South, Range 43 East, Palm Beach County, Florida being more particularly described as follows:
 From the intersection of the Eastern right-of-way line of U. S. Highway No. 1 (along the easement plat book 110, Palm Beach County, Florida Public Records, with the South line of Government Lot 4 of said Section 8, run S 89°34'51" E, a distance of 795.00 feet; thence N 00°25'09" E, a distance of 440.00 feet; thence S 89°34'51" E, a distance of 30.00 feet; thence N 0°25'09" E, a distance of 200.00 feet; thence S 89°34'51" E, a distance of 40.33 feet to the POINT OF BEGINNING; Proceed thence S 89°34'51" E, a distance of 157.48 feet; thence N 44°00'00" W, a distance of 81.75 feet to the point of curvature of a curve concave to the Southwest, having a radius of 125.00 feet; thence along the arc of said curve, the central angle of 24°40'00", a distance of 71.61 feet; thence N 73°40'00" W, a distance of 71.61 feet; thence S 0°25'09" E, a distance of 101.45 feet to the POINT OF BEGINNING.
 Subject to reservations, Easements and Restrictions of record.

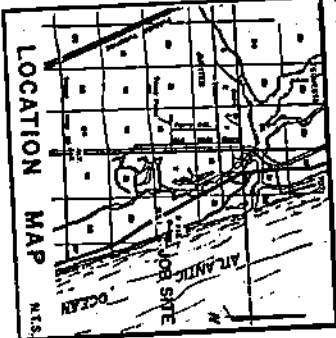
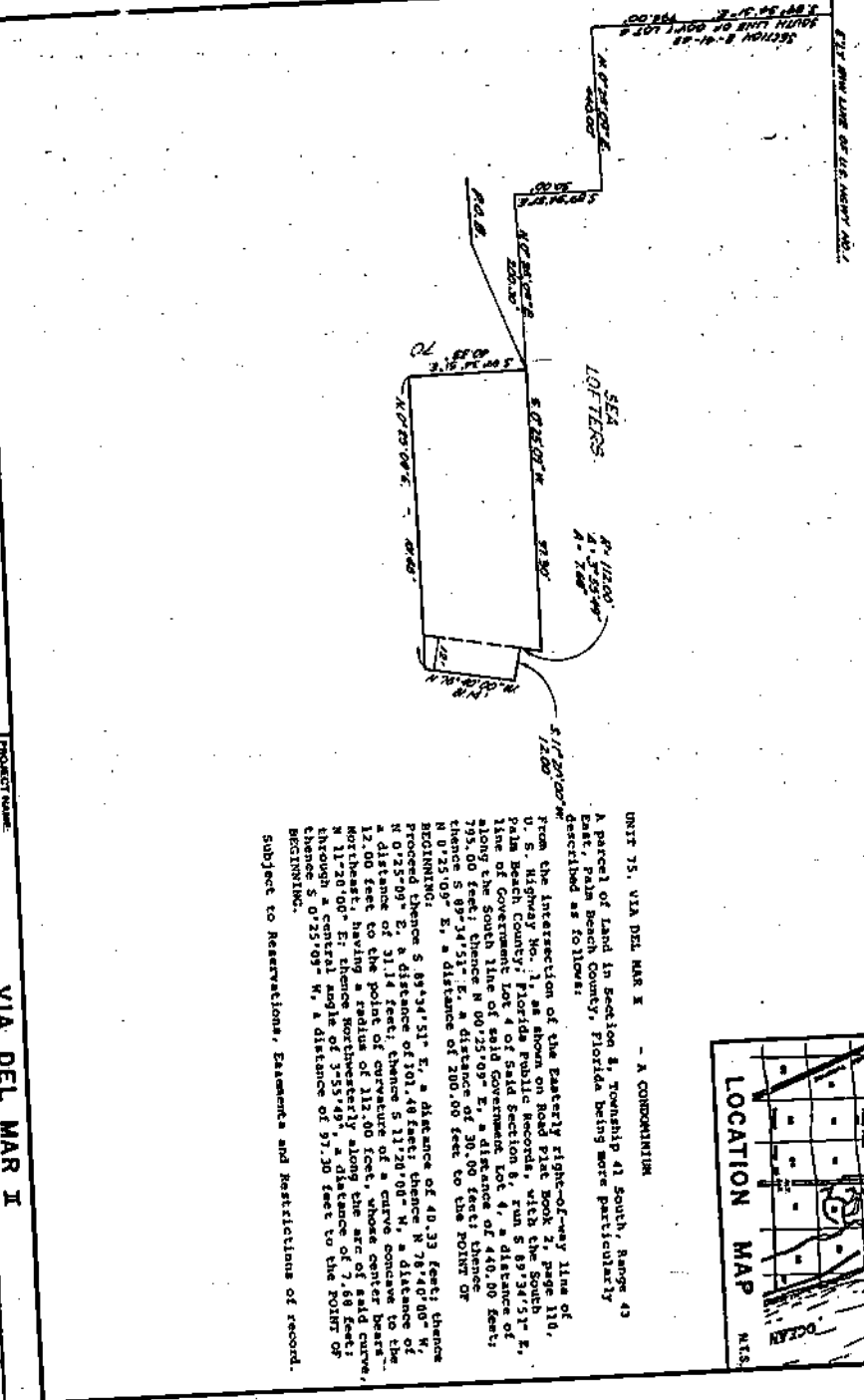


CERTIFICATE: This is a Copy Map and SKETCH OF SURVEY made by the Surveyor in accordance with the provisions of the Statute in that behalf made, and which is true and correct in all respects.

NOTES: NOT VALID UNLESS REPRODUCED WITH AN APPROVED SURVEYING INSTRUMENT. THE SURVEY IS SUBJECT TO ALL EASEMENTS, ENCUMBRANCES AND RESTRICTIONS NOTED THEREON.

DATE	8/31/04
BY	[Signature]
REVISIONS	

PROJECT NAME: VIA DEL MAR II	
DATE	8/31/04
SCALE	1" = 30'
BY	[Signature]
CHECKED	[Signature]
DESIGNED	[Signature]
PLANNED	[Signature]
FIELD BOOK	Vol. 79-103



UNIT 75, VIA DEL MAR II - A CONDOMINIUM

A parcel of land in Section 8, Township 41 South, Range 43 East, Palm Beach County, Florida being more particularly described as follows:

From the intersection of the easterly right-of-way line of Palm Highway No. 1, as shown on Road Plat Book 2, page 110, Palm Beach County, Florida Public Section 8, Run S 89°34'51" E, line of Government Lot 4 of said Section 8, a distance of 440.00 feet; thence N 00°22'09" E, a distance of 30.00 feet; thence S 89°34'51" E, a distance of 200.00 feet to the POINT OF BEGINNING;

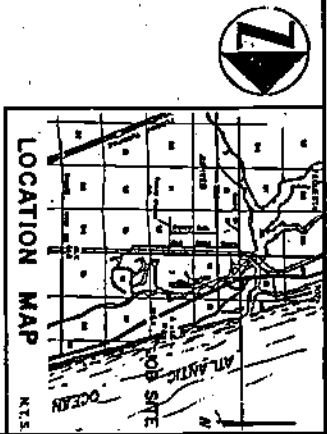
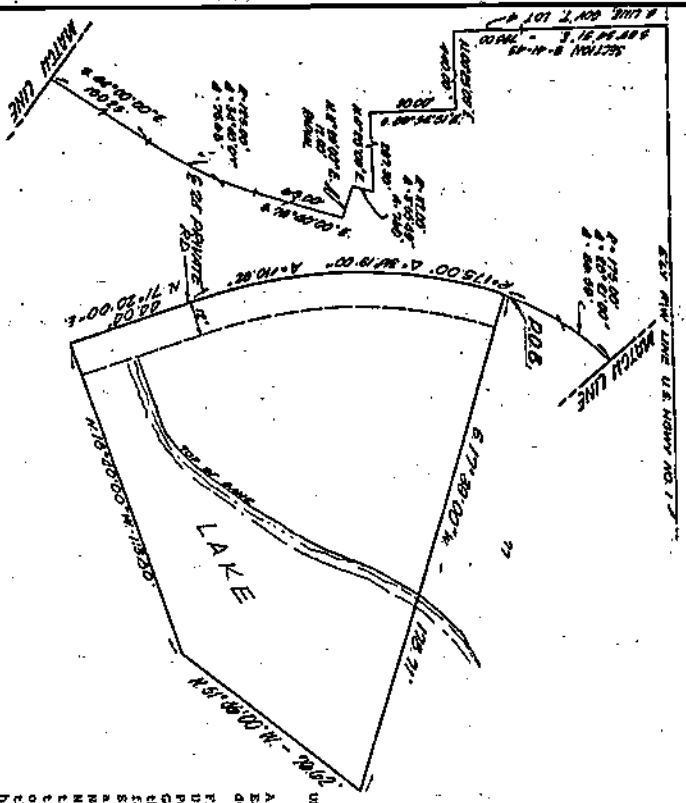
Proceed thence S 89°34'51" E, a distance of 48.33 feet; thence N 0°25'09" E, a distance of 101.48 feet; thence N 78°40'08" W, a distance of 31.14 feet; thence S 11°20'08" E, a distance of 12.00 feet to the point of curvature of a curve concave to the east, having a radius of 112.00 feet, whose center bears N 80°11'30" 00" E; thence northwesterly along the arc of said curve, through a central angle of 3°33'30" to the POINT OF BEGINNING;

Subject to Reservations, Easements and Restrictions of record.

B3637 P1593

SECTION 8, T. 16 N., R. 10 E., S. 1E
 SECTION 9, T. 16 N., R. 10 E., S. 1E
 100' 0" 0" 0"

SECTION 8, T. 16 N., R. 10 E., S. 1E
 SECTION 9, T. 16 N., R. 10 E., S. 1E
 100' 0" 0" 0"



UNIT 16, VIA DEL MAR II - A CONDOMINIUM

A parcel of land in Section 8, Township 41 South, Range 43 East, Palm Beach County, Florida being more particularly described as follows:

From the intersection of the Easterly right-of-way line of the Highway shown on Road Plat Book 2, Page 110, of the Public City of Florida Public Records, with the South line of Government Lot 4 of said Section 8, run S 89° 34' 51" E, along the South line of said Government Lot 4, a distance of 195.00 feet; thence N 00° 25' 09" E, a distance of 440.00 feet; thence S 89° 34' 51" E, a distance of 30.00 feet; thence N 0° 25' 09" E, a distance of 197.30 feet to a point on a curve concave to the North having a radius of 112.00 feet and whose center bears N 15° 15' 49" E; thence Southeastery along the arc of said curve through a central angle of 1° 55' 49" a distance of 1.18 feet to the point of tangency; thence S 79° 42' 00" E, a distance of 12.00 feet; thence S 79° 42' 00" E, a distance of 45.00 feet to the point of tangency; thence S 79° 42' 00" E, a distance of 12.00 feet; thence Southeastery along the arc of said curve through a central angle of 34° 40' 00" a distance of 75.63 feet to the point of tangency; thence S 44° 00' 00" E, a distance of 150.23 feet to the point of curvature of a curve concave to the North having a radius of 175.00 feet; thence Southeastery along the arc of said curve through a central angle of 28° 21' 00" a distance of 86.59 feet to the POINT OF BEGINNING.

Continue Easterly along the arc of said curve through a central angle of 16° 19' 00" a distance of 110.72 feet to the point of tangency; thence N 17° 20' 00" E, a distance of 1.04 feet; thence N 40° 00' W, a distance of 113.40 feet; thence S 17° 39' 00" W, a distance of 76.62 feet; thence S 17° 39' 00" W, a distance of 178.71 feet to the POINT OF BEGINNING.

Subject to Reservations, Easements, and Restrictions of record.

REVISIONS

PROJECT NAME
 VIA DEL MAR II

DATE
 8/6/81

Scale	1" = 30'
Dwg	8/6/81
Drawn	G.M.
Checked	S.R.
Sheet	1 OF 1
Field Book	
Work Order	No. 73-109

DATE: 8/6/81

BY: [Signature]

FOR: [Signature]

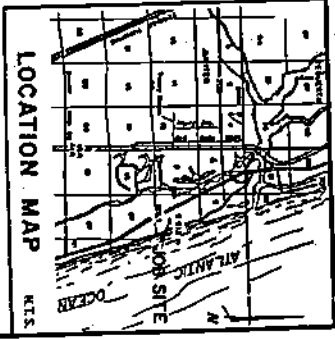
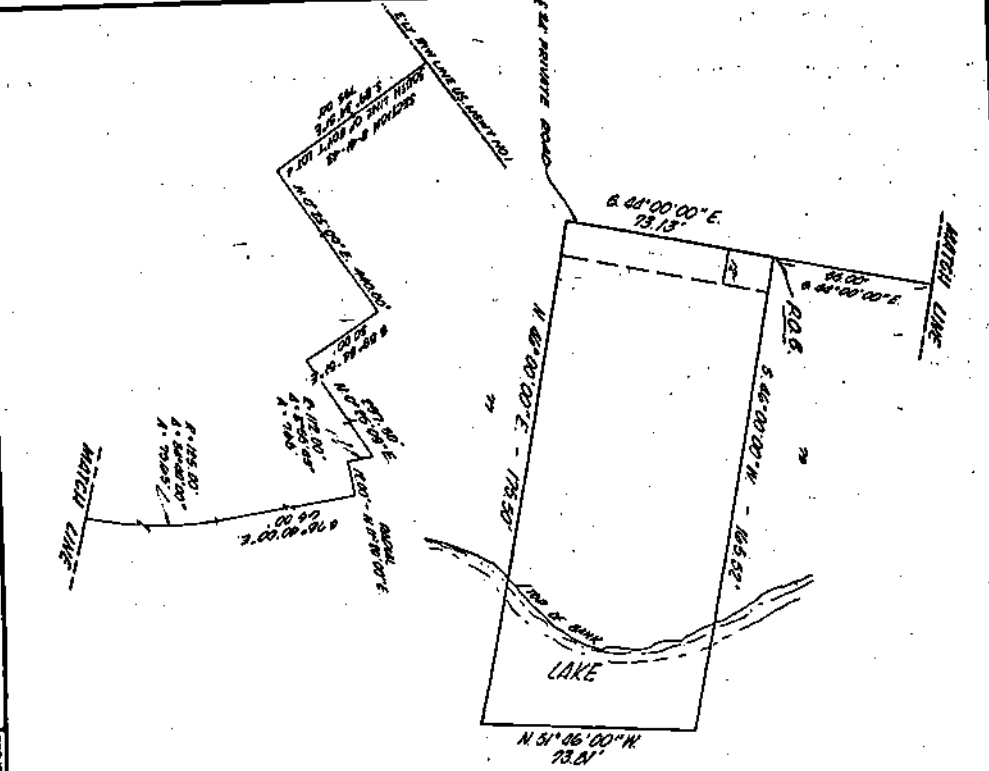
4651D 7C9CB

PLANNING
 of the Bureau of Planning, in view and copies, in full form of any
 knowledge and belief
 NORTH ATLANTIC INVESTMENTS
 REAL ESTATE DEVELOPMENT CORPORATION
 THE FOREVER prepared from legal
 description prepared by the Bureau
 1953

REVISIONS

PROJECT NAME:
 VIA DEL MAR II - A CONDOMINIUM

Scale 1" = 50'	Sheet 1 OF 1	Field Book Pg. -
DWG 11/11/51	Drawn L.C.	Working Date Nov. 19-1951
Checked G.R.	Drawn L.C.	Field Book Pg. -



UNIT 78, VIA DEL MAR II - A CONDOMINIUM

A parcel of land in Section 8, Township 43 South, Range 43 East, Palm Beach County, Florida being more particularly described as follows:

From the intersection of the Easterly right-of-way line of U.S. Highway No. 1, as shown on Read Plat Book 2, Page 110, Palm Beach County, Florida, Public Records, with the southerly line of Government Lot 4 of said Section 8, Run 586.00 feet along the South line of said Government Lot 4, a distance of 795.00 feet; thence N 00° 25' 09\"/>

6637 P1596
 76938

CELESTIAL: This is the County and the SECTION OF SURVEY, of the Survey and Property, to be and connect to the land of any other land owned by the same person.

NOTE: NOT VALID UNLESS SEALED WITH AN ENDOCRIPED SURVEYOR'S SEAL. THIS SURVEY prepared from field notes submitted by client.

REVISIONS

PROJECT NAME:

VIA DEL MAR II

LANDOWNERS: BRIDGEMAN & FREESTAR, INC.

Contracting: Freeman, Adams & Co., Inc.

On: 06/28/81

Drawn: 6/14/81

Checked: S.R.

Scale: 1" = 30'

Sheet: 1 OF 1

Field Book: Pg. 2

Date: 8-2-81

Drawing No: 79

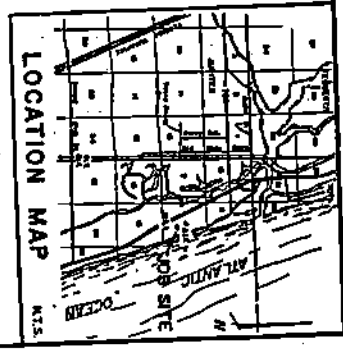
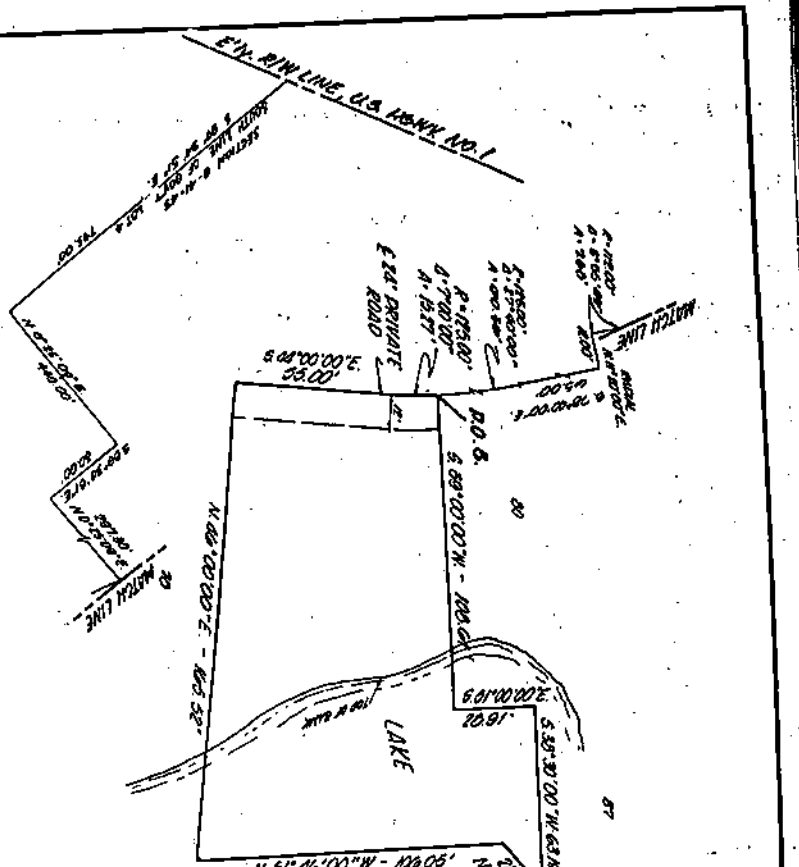
Work Order No: 75-207

Continue thence along the arc of said curve through a central angle of 7°00'00" a distance of 15.27 feet to the point of chance tangency; thence S 45°00'00" E, a distance of 57.00 feet; thence S 51°46'00" N, a distance of 106.03 feet; thence N 05°51'37" E, a distance of 21.32 feet; thence S 38°20'00" W, a distance of 63.19 feet; thence S 51°00'00" E, a distance of 28.91 feet; thence S 39°00'00" N, a distance of 106.61 feet to the POINT OF BEGINNING.

Subject to Reservations, Easements and Restrictions of record.

UNIT 79, VIA DEL MAR II - A CONDOMINIUM

From the intersection of the Eastern right-of-way line of E.S. Highway No. 1, as shown on Road Plat Book 2, page 110, Palm Beach County, Florida Public Records, with the South 51°46'00" E line of Government Lot 4 of said Section 8, run 592.00 feet along the South line of said Government Lot 4, a distance of 448.00 feet; thence S 89°34'51" E, a distance of 38.40 feet; thence N 0°25'09" E, a distance of 297.00 feet to a point on a curve concave to the North having a bearing S 05°49'19" S, a distance of 799.00 feet; thence N 13°19'49" E, a distance of 112.00 feet; and whose center bears N 13°19'49" E, a distance of 355.49 feet; a distance of 7.98 feet to the point of chance tangency; thence N 11°20'00" E, a radiality of 55.00 feet to the point of curvature of a curve concave to the Southwest having a radius of 125.00 feet; thence S 21°40'00" W, a distance of 125.00 feet; thence S 51°00'00" E, a distance of 50.36 feet to the POINT OF BEGINNING.

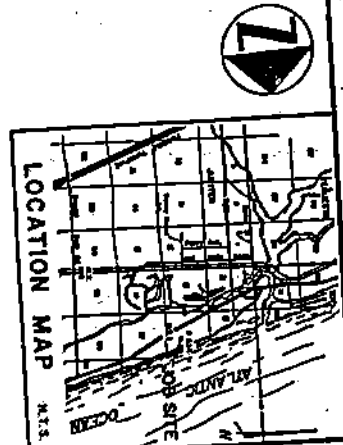
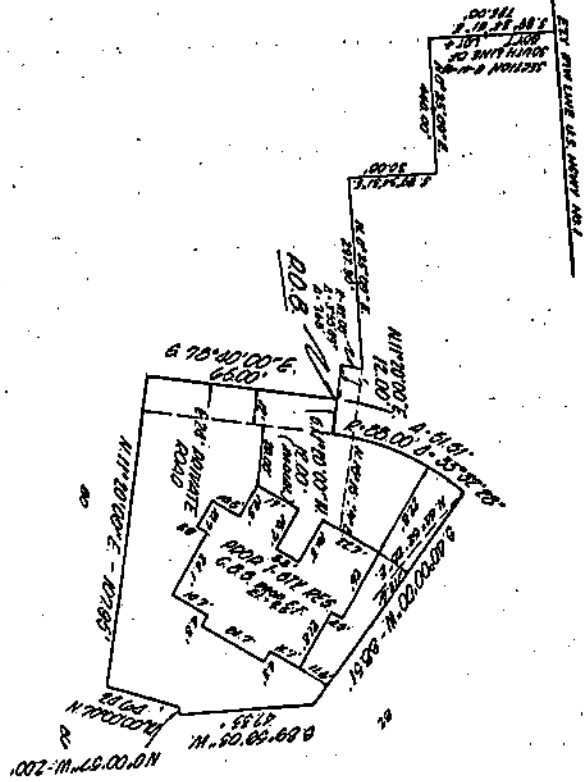


B3637 P1597

CERTIFICATE: This is to certify that the SECTION OF SURVEY,
 described herein, described property, is true and correct to the best of my
 knowledge and belief.
 M. D. Davis
 Surveyor
 State of Florida
 No. 12345
 NOT RECORDED UNLESS CALLED
 FOR BY THE SURVEYOR
 The Survey prepared from the
 data furnished by the
 client is not to be used for
 any other purpose without the
 written consent of the
 Surveyor.

REVISIONS	DATE	BY
ADD ADJACENT ROAD	01/15/11	

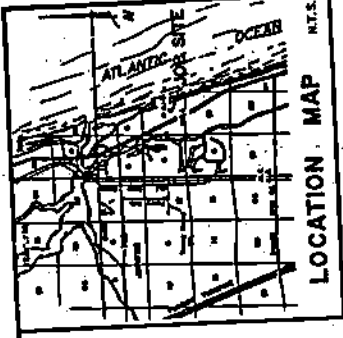
PROJECT NAME:	VIA DEL MAR II
SCALE:	1" = 30'
DATE:	01-2-11
BY:	MD
CHECKED:	CR
NO. OF SHEETS:	1 OF 1
NO. OF PAGES:	1 OF 1
NO. OF WORK SHEETS:	1 OF 1



UNIT 51, VIA DEL MAR II - A CONDOMINIUM
 A parcel of land in Section 8, Township 41 South, Range 43 East, Palm Beach County, Florida being more particularly described as follows:
 From the intersection of the easterly right-of-way line of u.s. Highway No. 1, as shown on Road Plat Book 2 Page 110, of Palm Beach County, Florida Public Records, with the South line of Government Lot 4 of said Section 8, run 4, a distance of 446.00 feet; along the south line of said Government Lot 4, a distance of 795.00 feet; thence N 00° 25' 09\" E, a distance of 31.00 feet; thence S 89° 34' 51\" E, a distance of 297.21 feet to a point on a curve thence S 89° 34' 51\" E, a distance of 112.00 feet and whose center bears N 15° 15' 49\" E, a distance of 195.49 feet to the center of said curve through a central angle of 1° 55' 49\" a distance of 7.68 feet; thence N 1° 20' 00\" E, a distance of 12.00 feet to the POINT OF BEGINNING.
 Proceed thence S 78° 40' 00\" E, a distance of 65.00 feet; thence N 11° 20' 00\" E, a distance of 107.95 feet; thence N 70° 40' 00\" W, a distance of 24.64 feet; thence N 0° 00' 51\" E, a distance of 47.33 feet; a distance S 89° 59' 03\" W, a distance of 8.00 feet to a point on a curve thence S 89° 59' 03\" W, a distance of 88.00 feet and whose center bears N 44° 57' 28\" E, a distance of 313.28 feet to the center of said curve through a central angle of 31° 32' 28\" a distance of 31.51 feet to the point of BEGINNING; thence S 11° 20' 00\" W, a distance of 12.00 feet to the POINT OF BEGINNING.
 Subject to Reservations, Easements and Restrictions of record.

69387 P1599
 83938

B3637 P1600



LOCATION MAP

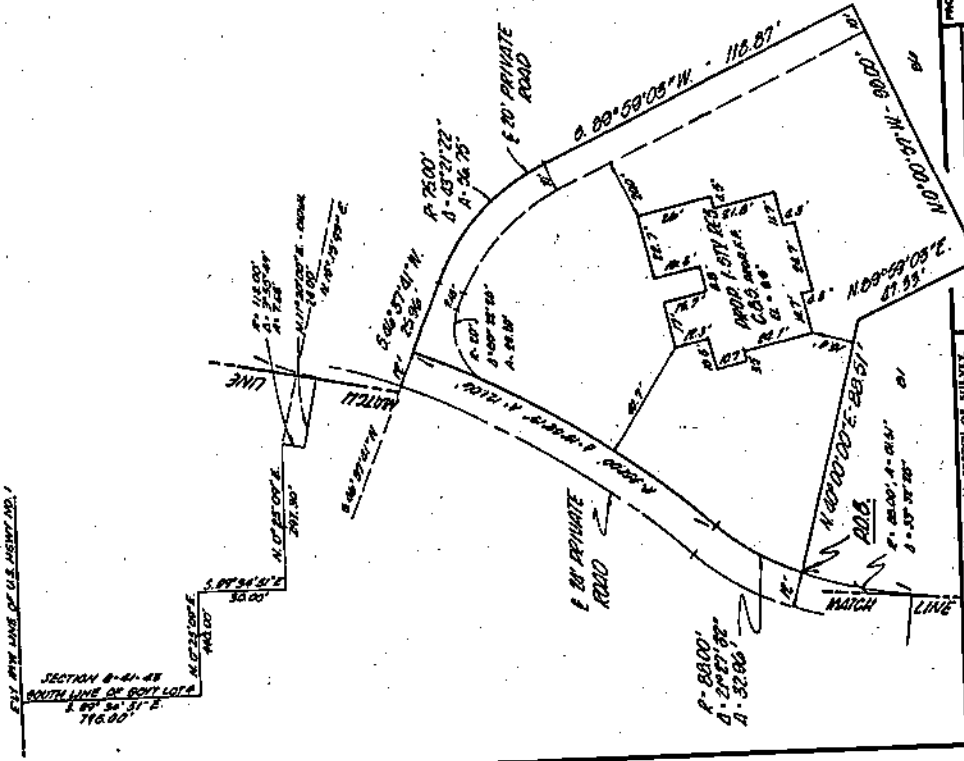
UNIT B2, VIA DEL MAR II - A CONDOMINIUM

A parcel of land in Section 8, Township 41 South, Range 43 East, Palm Beach County, Florida, being more particularly described as follows:

From the intersection of the Easterly right-of-way line of U.S. Highway No. 1, as shown on Road Plat Book 2, Page 110, Palm Beach County, Florida Public Records, with the South line of Government Lot 4 of said Section 8, run S 89°15'31" E, a distance of 140.00 feet to a point on the South line of Government Lot 4, a distance of 140.00 feet; thence S 00°25'09" E, a distance of 795.00 feet; thence S 89°14'52" E, a distance of 30.00 feet to a curve concave to the North having a radius of 297.30 feet and whose center bears through a central angle of 128.51°; thence along the arc of said curve through a central angle of 128.51° a distance of 24.00 feet; thence N 15°15'49" E; thence South 3°55'49" E, a distance of 2.88 feet; thence N 11°20'00" E, a distance of 11.90 feet to a point on a curve concave to the North having a radius of 68.51 feet and concentric with the previously described curve; thence Northwesterly along the arc of said curve through central angle of 33°33'28" a distance of 51.51 feet to the POINT OF BEGINNING.

Proceed thence N 40°00'00" E, a distance of 88.51 feet; thence N 89°59'03" E, a distance of 47.33 feet; thence N 0°00'57" W, a distance of 86.00 feet; thence S 89°51'31" W, a distance of 118.47 feet to the point of curvature of a curve concave to the South having a radius of 75.00 feet; thence Southwesterly along the arc of said curve through a central angle of 43°21'22" a distance of 56.75 feet to a point on a curve concave to the South having a radius of 352.00 feet and whose center bears through a central angle of 19°; thence along the arc of said curve through a central angle of 19° curvature of a distance of 121.06 feet to the point of reversal of 88.00 feet; thence Southwesterly along the arc of said curve through a central angle of 21°27'32" a distance of 11.96 feet to the POINT OF BEGINNING.

Subject to Reservations, Easements and Restrictions of record.



PROJECT NAME		Scale	Sheet	Field Book
VIA DEL MAR II		1" = 30'	1 OF 1	— Pg. —
LOCUS, INCORPORATED A FLORIDA INC.		Date	Drawn	Checked
10000 N.W. 11th Street, Ft. Lauderdale, Florida 33309		01/20/01	DM	MS
REVISIONS		ASST. SURV. ASSE	01/20/01	

CERTIFICATE: This is to certify that the SURVEY of the herein described property, is true and correct to the best of my knowledge and belief.

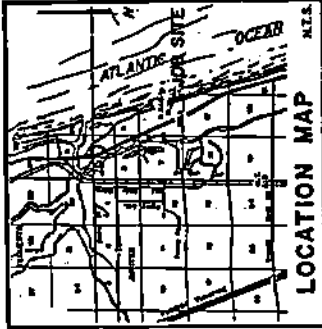
DATE: 01/20/01

BY: [Signature]

NOTARY PUBLIC IN AND FOR THE STATE OF FLORIDA

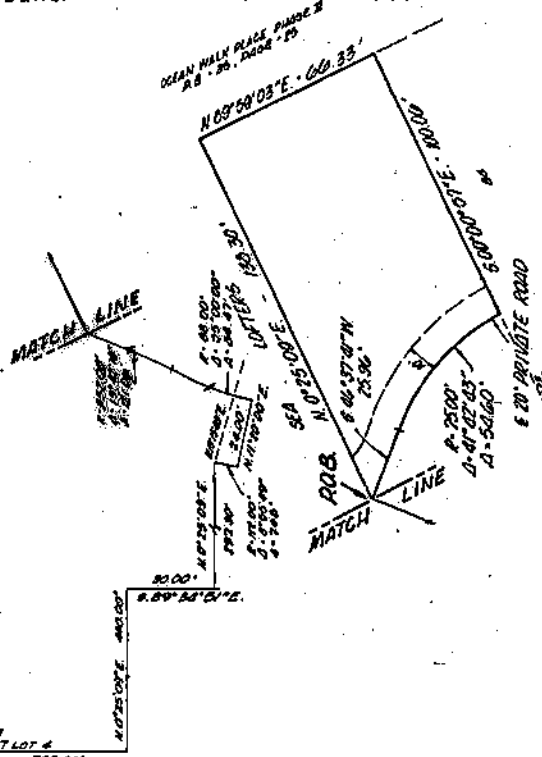
COMMISSION EXPIRES: 01/20/03

B3637 P1601



ELLY RIVER LINE U.S. HIGHWAY NO. 1

SECTION 8-41-88
SOUTH LINE OF LOT 4
1 89° 54' 51" E. 785.00'



UNIT 83, VIA DEL MAR K - A CONDOMINIUM

A parcel of land in Section 8, Township 41 South, Range 43 East, Palm Beach County, Florida being more particularly described as follows:

From the intersection of the Easterly right-of-way line of U. S. Highway No. 1, as shown on Road Plat Book 1, page 110, Palm Beach County, Florida Public Records, with the Easterly line of Government Lot 4 of said section, with S 89° 34' 51" E 785.00 feet to the intersection of the Easterly line of Government Lot 4 with the South line of Government Lot 4, a distance of 440.00 feet; thence S 89° 34' 51" E, a distance of 30.00 feet; thence N 07° 25' 09" E, a distance of 297.30 feet to a point on a curve concave to the Northeast, having a radius of 112.00 feet, whose center bears N 15° 15' 49" E; thence Southeastwardly along the arc of said curve, through a central angle of 3° 55' 49", a distance of 7.88 feet; thence N 11° 20' 00" E, a distance of 24.00 feet to the point of curvature of a curve concave to the Northeast, having a radius of 88.00 feet; thence Northwesterly along the arc of said curve, through a central angle of 55° 00' 00", a distance of 84.47 feet to the point of reverse curvature of a curve concave Northwesterly west, having a radius of 32.00 feet; thence Northwesterly along the arc of said curve, through a central angle of 18° 42' 13", a distance of 111.06 feet to the POINT OF BEGINNING; thence N 07° 25' 09" E, a distance of 138.30 feet; thence N 89° 59' 03" E, a distance of 66.33 feet; thence S 89° 00' 57" E, a distance of 106.06 feet to an intersection with a curve concave to the Southeast, having a radius of 75.00 feet, whose center bears S 1° 39' 36" E; thence Southwesterly along the arc of said curve, through a central angle of 41° 42' 43", a distance of 33.10 feet to the POINT OF BEGINNING of said curve; thence S 63° 37' 41" N, a distance of 25.98 feet to the POINT OF BEGINNING.

Subject to Easements, Easements and Restrictions of Record.

STATEMENT: This is a survey and the SERVICE OF SURVEY, and the boundaries of the property, as set out, correct to the best of my knowledge and belief and

NOTE: INCORPORATED REFS. SHALL BE IN ENCLOSED SURVEYING MAP. THIS SURVEY PREPARED FROM LEGAL DESCRIPTIONS. 8333

REVISIONS

PROJECT NAME

VIA DEL MAR II	
Scale	1" = 30'
Date	6/8/81
Drawn	G.R.
Checked	G.R.

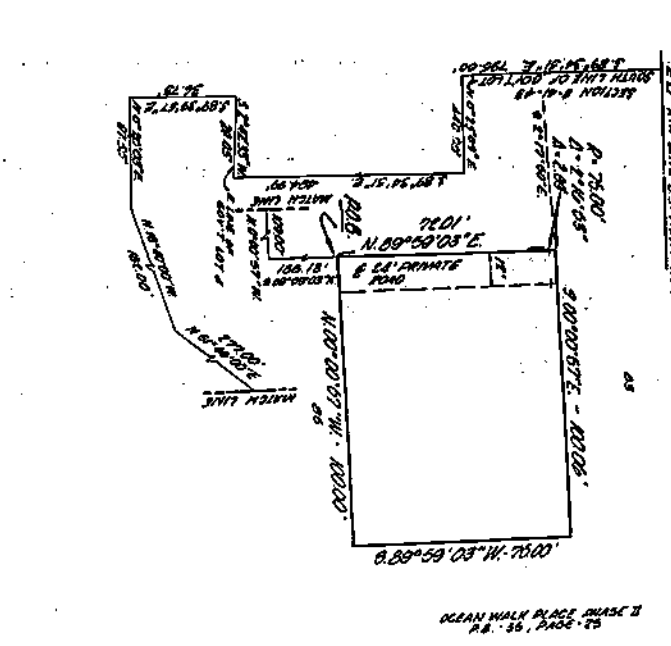
PROJECT NAME	VIA DEL MAR II
Scale	1" = 30'
Date	6/8/81
Drawn	G.R.
Checked	G.R.
Field Book	1 CM 1
Sheet	1
File No.	
Work Order No.	78-108
Plan No.	78-108

CAUTION: This is not County and not a sketch of survey. It is not intended to be used as a legal document and should not be used for that purpose.

NOTES: NOT VALID UNLESS RECORDED WITH AN ORDERED SURVEY. ALL SURVEYING INSTRUMENTS USED MUST BE REGISTERED WITH THE STATE SURVEYOR.

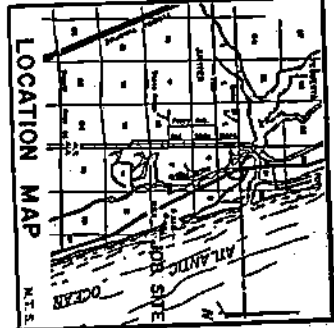
REVISIONS

PROJECT NAME: VIA DEL MAR I	
Scale: 1" = 50'	Sheet: 1 of 1
Date: 6/8/14	Drawing No: 17-103
Client: G/M	Work Order No: 17-103
Drawn: G/M	
Checked: S.R.	



ETL AND LINE U.S. HIGHWAY NO. 1

OCEAN WALK PLACE CHASE
P.L. 35, PAGE 52

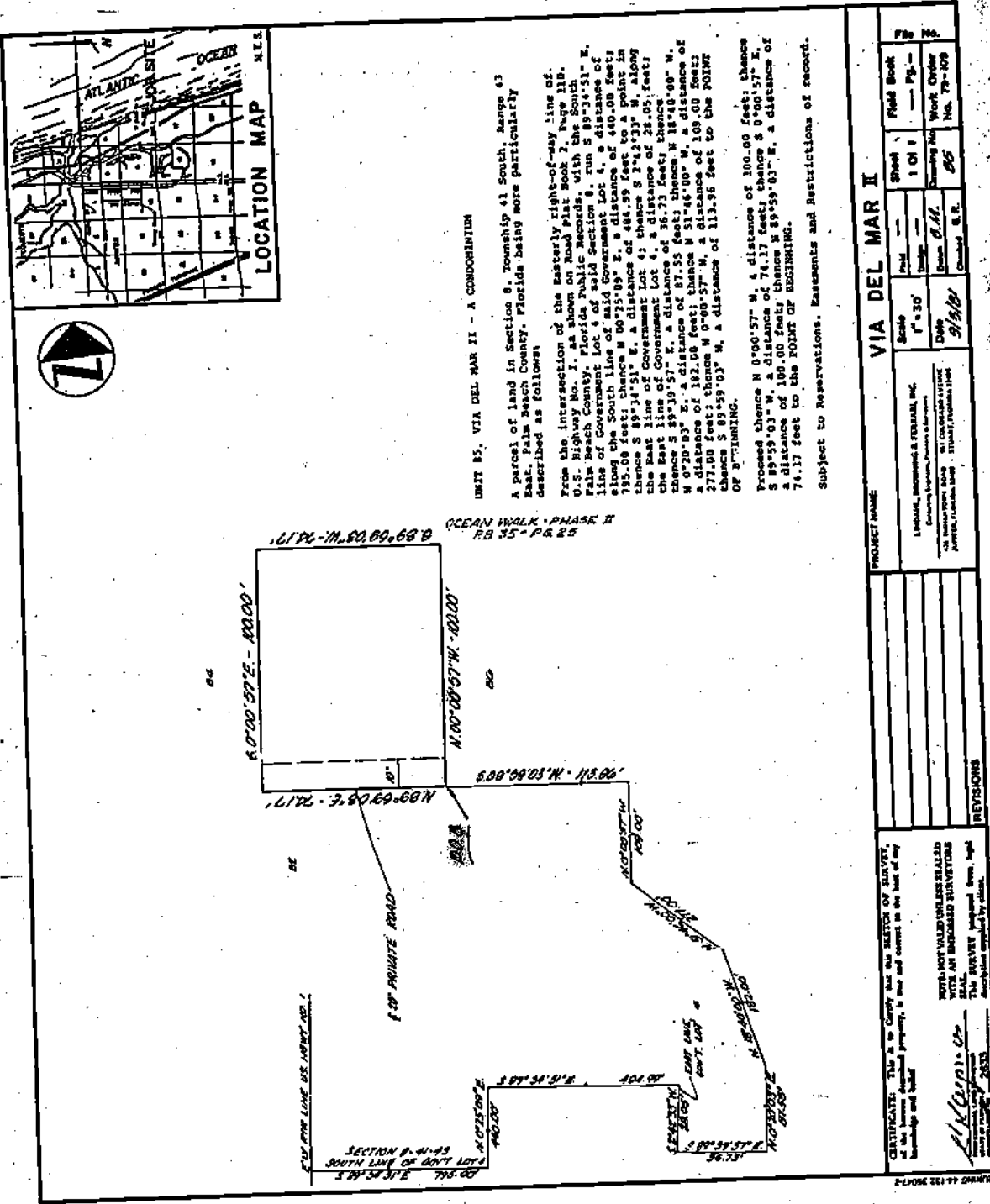


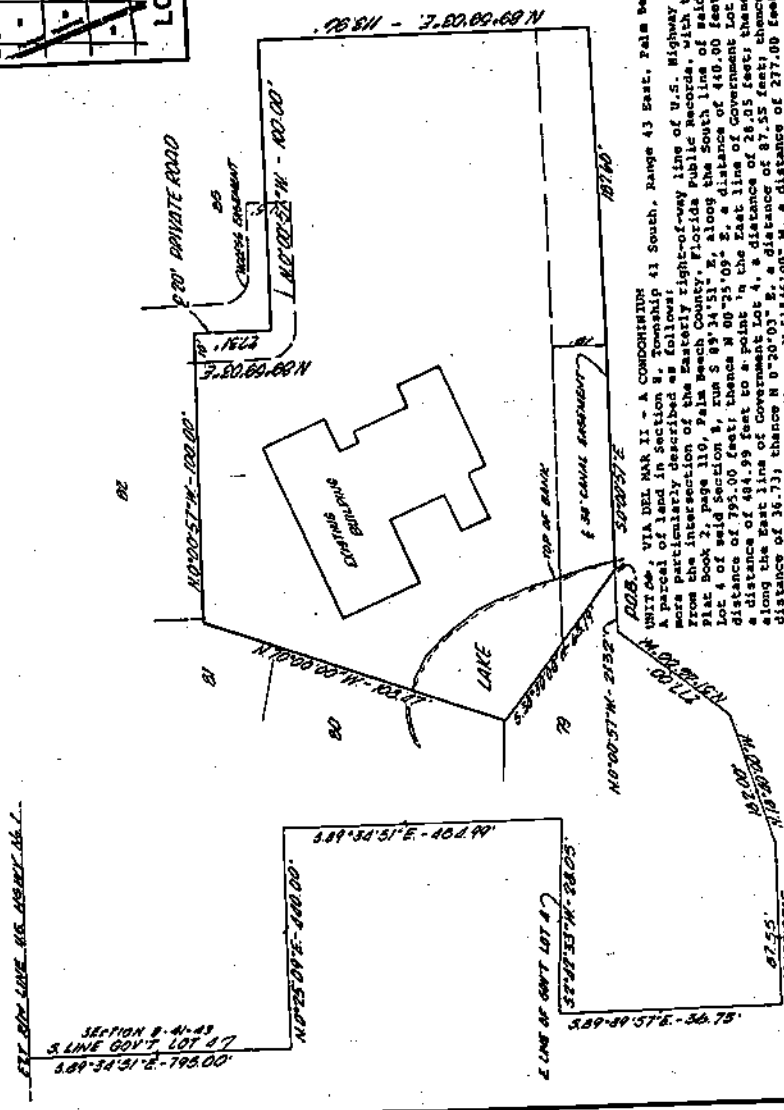
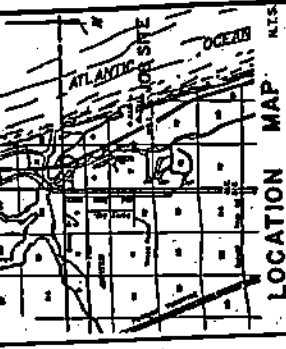
UNIT 84, VIA DEL MAR II - A CONDOMINIUM

A parcel of land in Section 8, Township 41 South, Range 43 East, Palm Beach County, Florida being more particularly described as follows:

From the intersection of the easterly right-of-way line of Highway No. 1, as shown on Plat Book 2, Page 110, P.M. Beach County, Florida Public Records, S 89° 11' 51\"/>

83637 P1603





UNIT 06, VIA DEL MAR II - A CONDOMINIUM 41 South, Range 43 East, Palm Beach County, Florida being a parcel of land in Section 8, Township 37 North, Range 41 East, as shown on Road Map of Palm Beach County, Florida, more particularly of the Eastern right-of-way line of U.S. Highway 80, 1, as shown on Road Map of Palm Beach County, Florida, and more particularly of the South line of Government Lot 1, as shown on Plat of said Government Lot 1, run S 89°34'51" E, along the South line of said Government Lot 1, a distance of 795.00 feet; thence N 00°25'09" E, a distance of 440.00 feet; thence S 89°34'51" E, a distance of 484.99 feet to a point "A" on the East line of Government Lot 4; thence S 89°34'51" E, a distance of 26.05 feet; thence S 89°34'51" E, a distance of 26.05 feet; thence N 0°00'57" W, a distance of 277.00 feet; thence N 0°00'57" W, a distance of 192.00 feet; thence N 70°00'00" W, a distance of 87.55 feet; thence N 70°00'00" W, a distance of 108.47 feet; thence N 70°00'00" W, a distance of 83.19 feet; thence N 70°00'00" W, a distance of 27.31 feet; thence N 70°00'00" W, a distance of 100.00 feet; thence N 70°00'00" W, a distance of 113.96 feet; thence N 70°00'00" W, a distance of 100.00 feet; thence N 70°00'00" W, a distance of 113.96 feet; thence N 70°00'00" W, a distance of 100.00 feet; thence N 70°00'00" W, a distance of 113.96 feet; thence N 70°00'00" W, a distance of 100.00 feet; thence N 70°00'00" W, a distance of 113.96 feet to the POINT OF BEGINNING. Subject to Reservations, Easements and restrictions of record.

VIA DEL MAR II

Scale	1" = 30'
Date	7-21-80

PROJECT NAME: VIA DEL MAR II
 LINDAL, MALONE & FARBER, INC.
 11100 WINDWARD WAY
 MIAMI BEACH, FLORIDA 33154

No.	Date	Description
1	7-21-80	APPROX BUILDR SEPT 4 1980

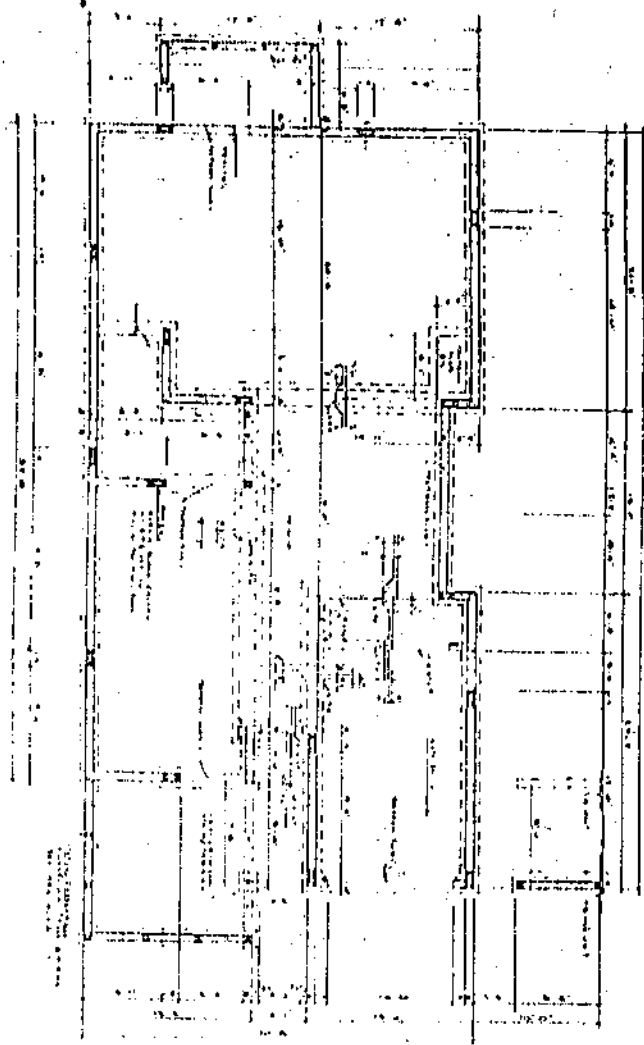
CONTRACTOR: This is to certify that this MATTER OF SURVEY, and the hereon described property, is true and correct to the best of my knowledge and belief.

NOTE: NOT VALID UNLESS SEALED WITH AN EMBOSSED SURVEYOR'S SEAL.
 This survey prepared from legal description supplied by client.

APPROX BUILDR SEPT 4 1980

83637 P1604

Foundation Plan for A-Type Units



#8637 P1605

A

EXHIBIT B-1

A-1

78-03

NORMAN HOLSON
architect



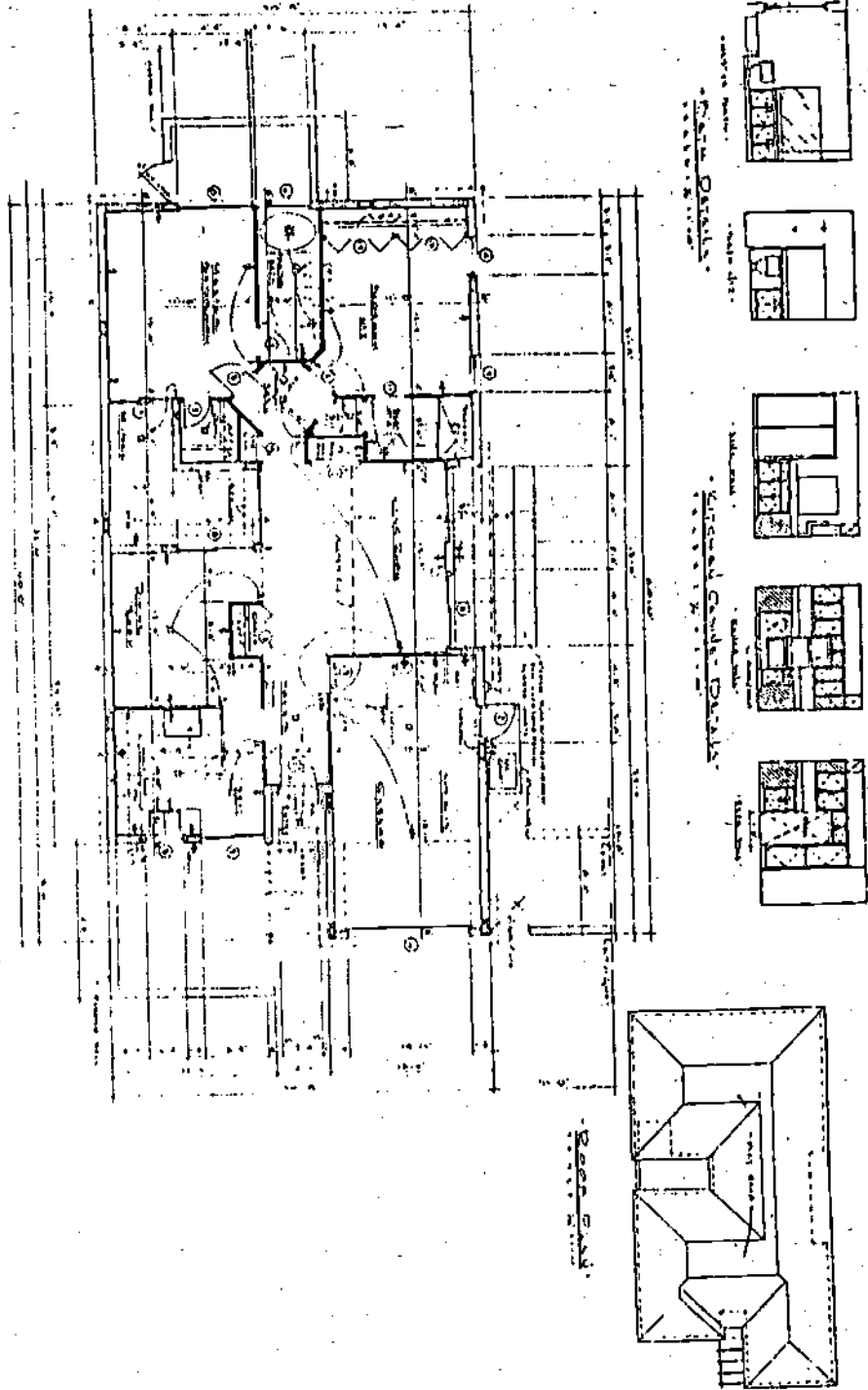
VIA DEL MAR CONDOMINIUMS
JURIST



DATE	DESCRIPTION

RECORDER'S NOTE: Legibility of Writing, Typing or Printing unenforceable in this document when received.

Floor Plan for A-Type Units



90914 76084

A

EXHIBIT B-2

- 79 -

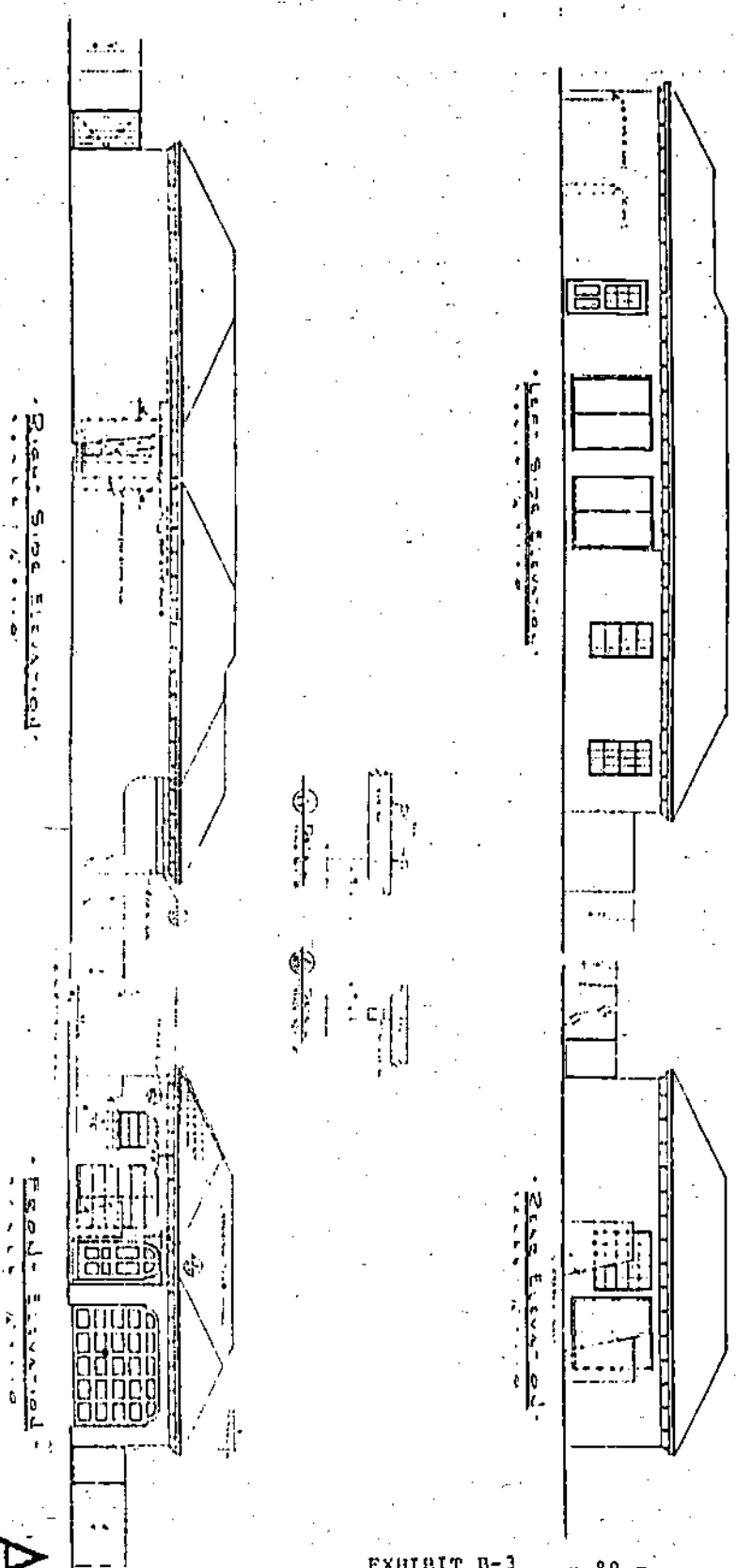
A-2

78-03

Architect

VIA DEL MAR CONDOMINIUMS
 Terrace Floorplan

Elevations for A-Type Units



RECORDING MEMO: Legibility of Writing, Typing or Printing unsatisfactory in this document when received.

B0637 R1607

EXHIBIT B-3 - 80 -

Dentiled Cornice and Flat Roof Details,
Wall Sections, Electrical and Plumbing
Risers for all Units

RECORDER'S MEMO: Legibility
of Writing, Typing or Printing
unsatisfactory in this document
when received.

A.B.C

00914 7699B

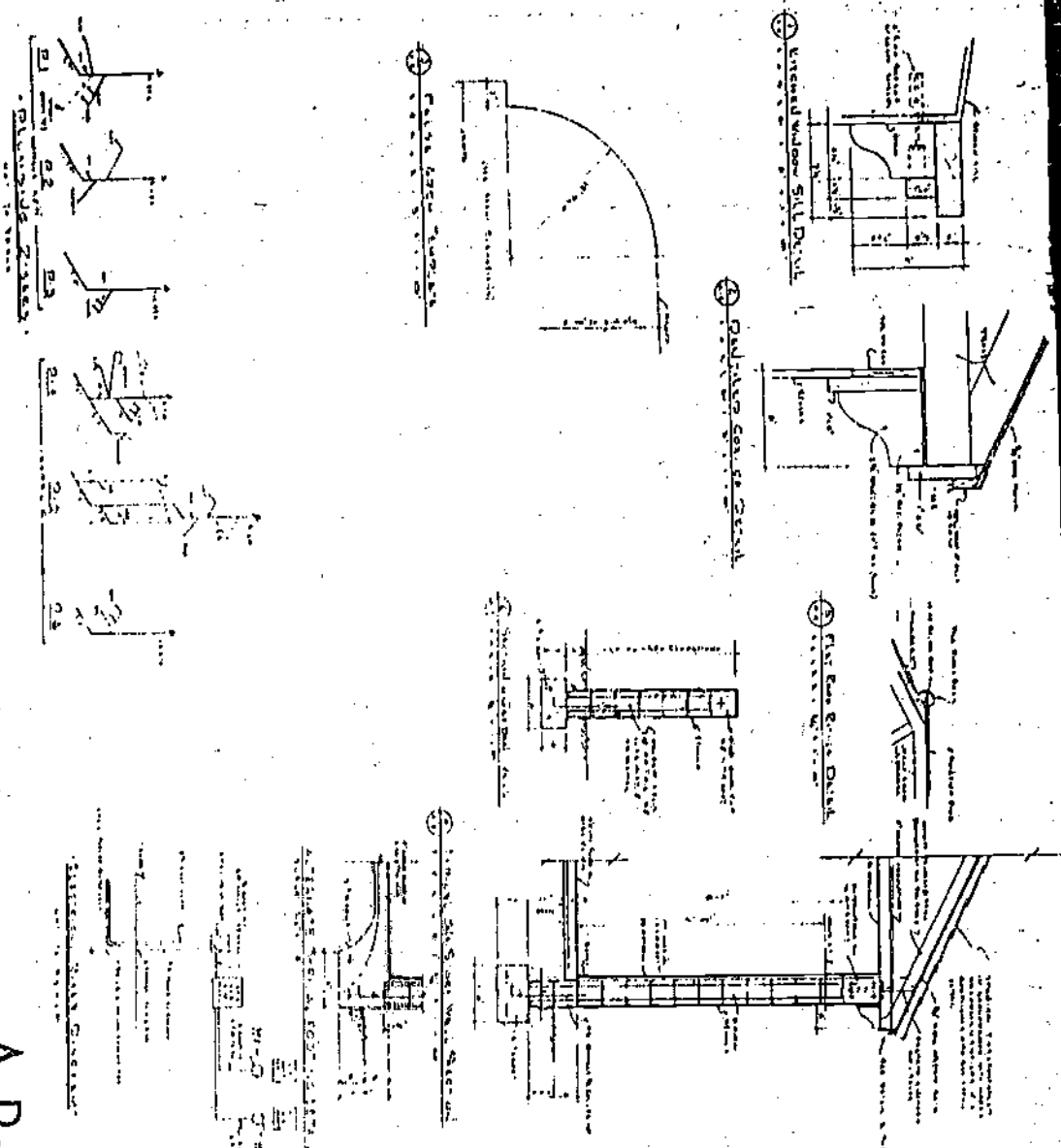


EXHIBIT B-4

REVISIONS		DATE		BY		CHECKED	
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A-4
78-03
Architect
VIA DEL MAR
June 1968
Plumbing

Foundation Plan for B-Type Unit



B8637 P1609

RECORDER'S MEMO: Legibility of Writing, Typing or Printing unsatisfactory in this document when received.

EXHIBIT B-5

- 82 -

B

A-1

78-03

NEUMAN N. ROBBIN
architect

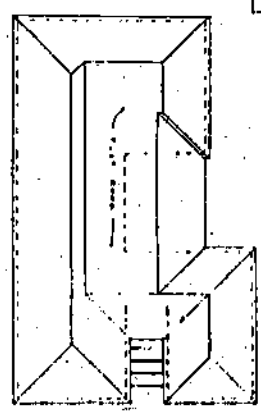
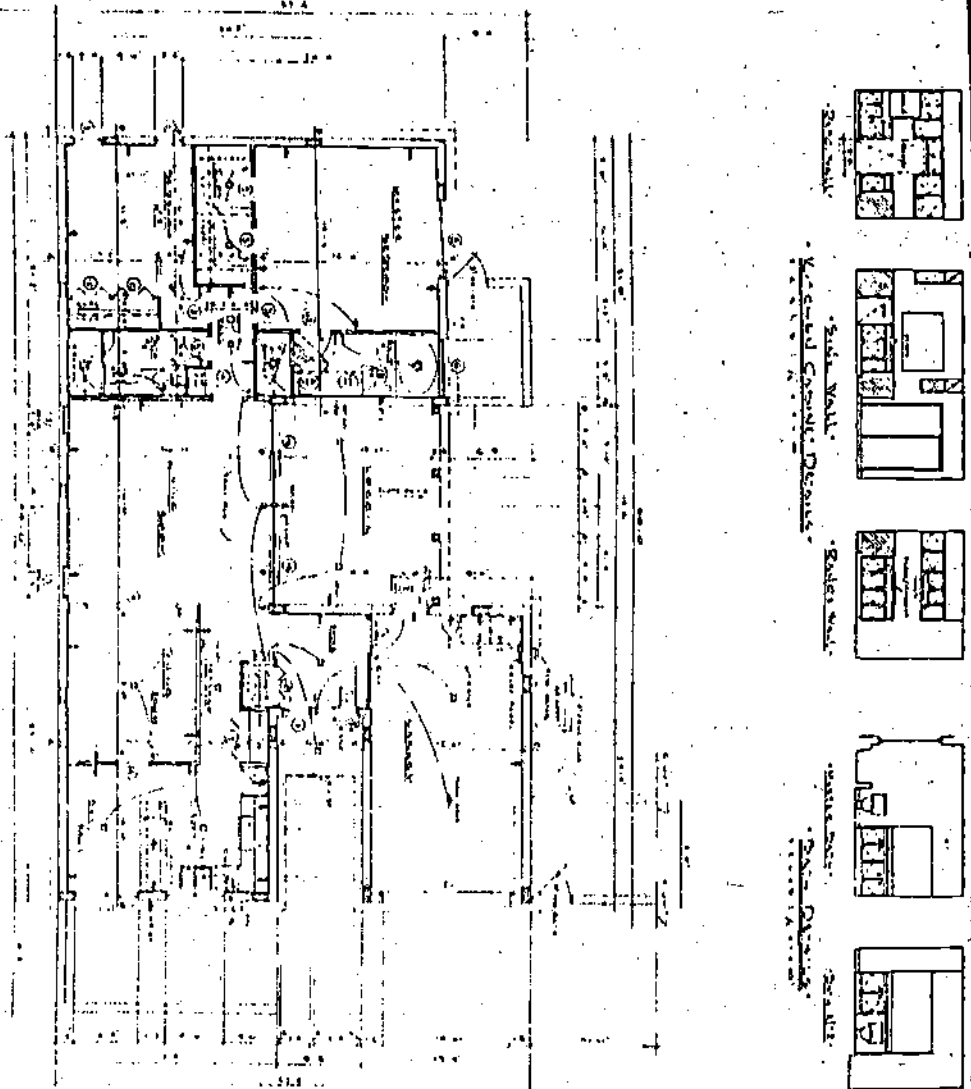
AAA

VIA Q.E.L. MARK CONSTRUCTION

JANUARY

FLORIDA

Floor Plan for B-Type Unit



RECORDER'S MEMO: Legibility of Writing, Typing or Printing unsatisfactory in this document when received.

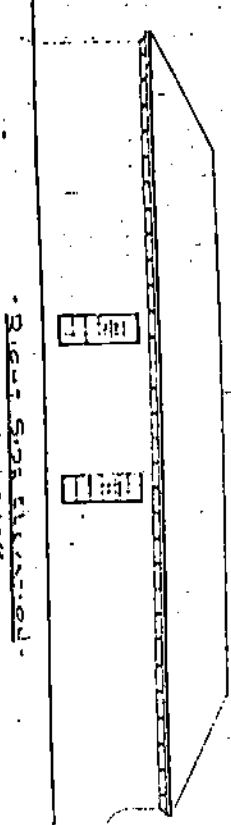
B9637 P1610

B

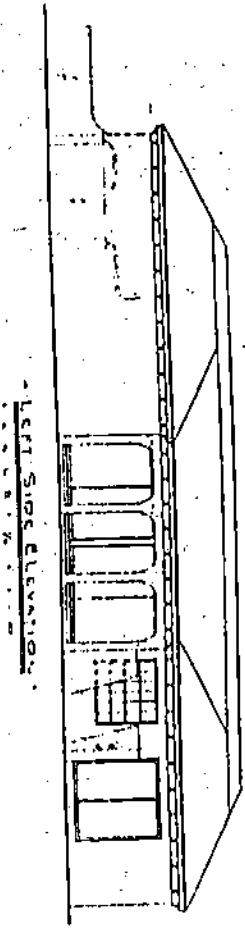
EXHIBIT B-6

- 83 -

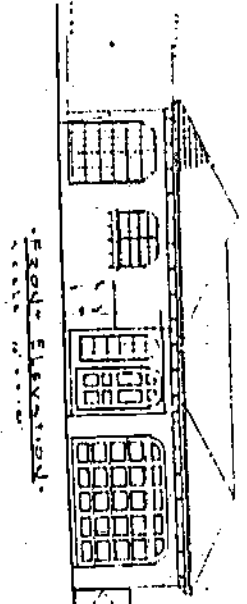
Elevations for B-Type Units



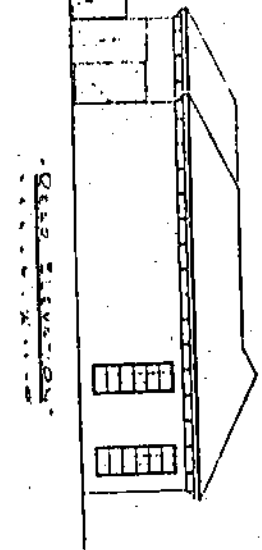
Right Side Elevation



Left Side Elevation



Front Elevation






Rear Elevation

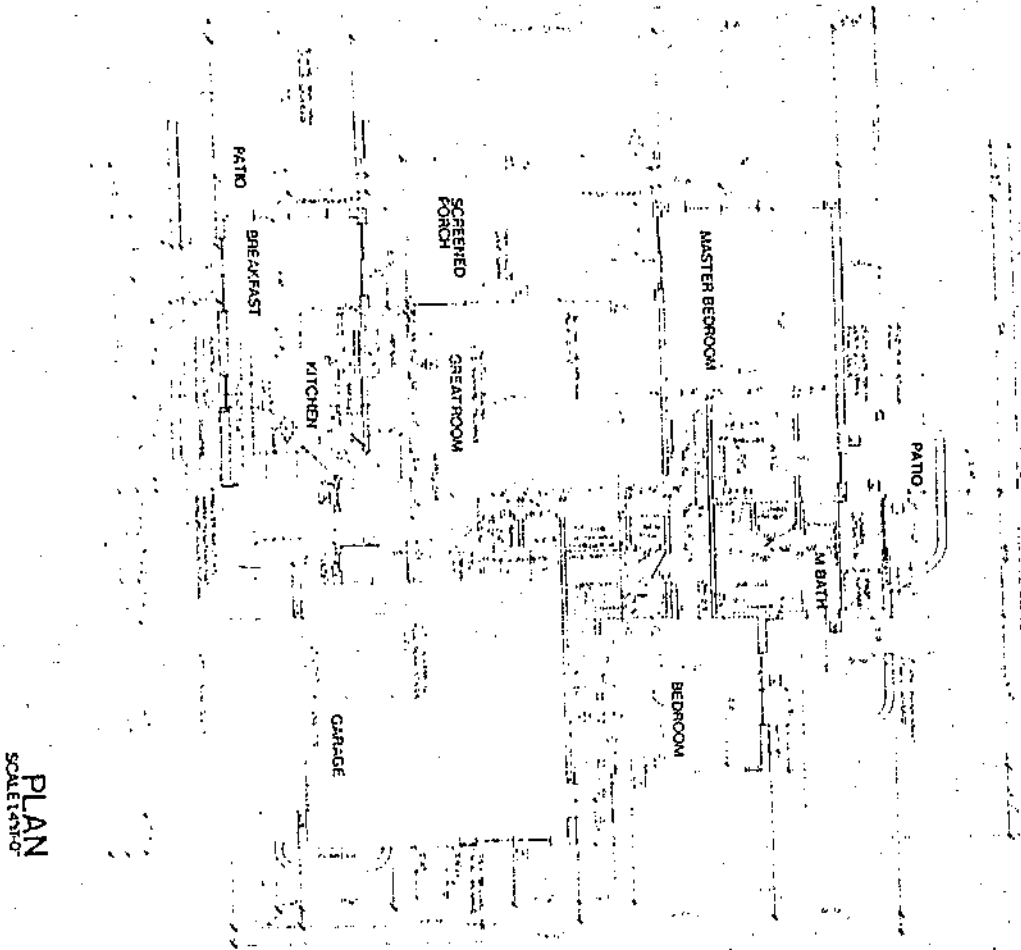
11814 26968

B

EXHIBIT B-7
- 84 -

A-3	78-03	 Architects 11814	VAN DEL MAR CONDOMINIUM 11814	 PLAN 104	
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Floor Plans for D-Type Units



PLAN
SCALE: 1/8" = 1'-0"

PROJECT TITLE		PROJECT TITLE		REVISIONS		CONSULTANT		DRN		SEAL		Woolley/Tacey/Erskine Inc.	
A1		CASITA DEL MAR 'B'		NO. DESCRIPTION DATE				CMB				1000000000 1000000000 1000000000	
PROJECT NO. 0-0140		CASTO HOMES INC.										ARCHITECTS	
DATE		JUPITER, FLORIDA											

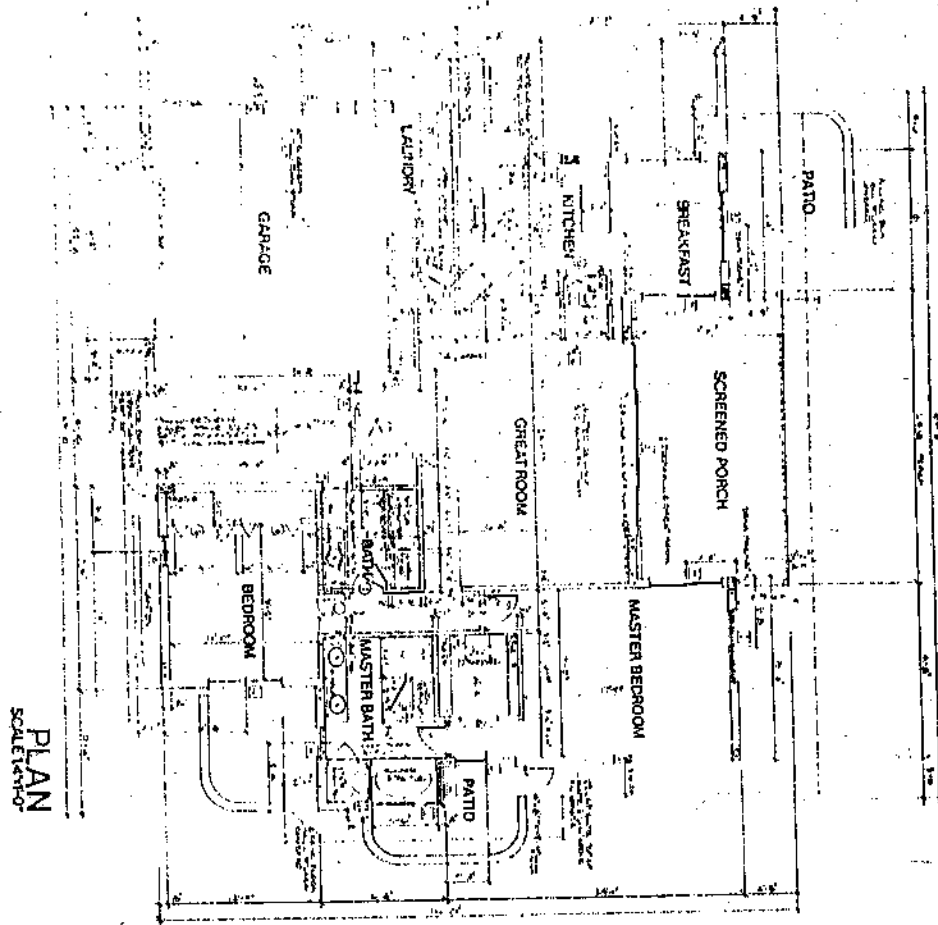
Exhibit B-8

- 85 -

18887 P1812

RECORDER'S MEMO: Legibility of Writing, Typing or Printing satisfactory in this document when received.

Floor Plans for C-Type Units



PLAN
SCALE 1/8" = 1'-0"

SHEET TITLE		PROJECT TITLE		REVISIONS		CONSULTANT	DRN	SEAL	W. J. Johnson & Co.
PROJECT NO.		CASITA DEL MAR 'A'		NO.	DESCRIPTION		CKD		Architects
DATE		CASTO HOMES INC.		1	DATE				Planner
A1		JUPITER, FLORIDA							

RECORDER'S MEMO: Legibility of Writing, Typing or Printing Imperfect in this document when received.

Exhibit B-9

83637 P1613