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DECLARATION OF CONDOMINIUM

OF

VIA DEL MAR

A Condominium

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THIS DECLARATION, made this 17th day of October, 1979, by J. RICHARD HARRIS as 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 this condominium is to be identified is VIA DEL MAR, a condominium, and its address is 1605 U. S. #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 the lands lying in Palm Beach County, Florida, more particularly described in the surveys attached hereto as Exhibits A-1, A-2, A-3 and A-4.

594.60

Prepared by and return to:
J. RICHARD HARRIS, ESQ.
Scott, Burk, Royce & Harris, P.A.
450 Royal Palm Way
P. O. Box 2664
Palm Beach, Florida 33480

1. 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.
- 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 governed 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 the 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 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 it 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. Developer also means any assignee of rights of Developer.

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 Manager; Refers to any person, corporation, organization or partnership which may contract with the Association to manage and maintain the condominium, according to a Management Agreement, except that the Manager shall not, at any time,

be deemed to have the authority or power to divest from the Association to a material or substantial degree the power and privilege granted the Association by the Florida Statutes, as presently written or as amended from time to time to operate the condominium.

2.18 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 gener shall be deemed to include all genders.

2.19 Condominium Buildings and/or Unit Buildings: The terms "condominium building" and "unit building" are used interchangeably in this Declaration and the Exhibits attached hereto as Exhibits A-1 through A-4, respectively.

2.20 Utility Services: As used in the Condominium Act and as construed 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 TV, and natural gas.

3. DEVELOPEMENT 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 each Unit Owner shall be as follows:

<u>UNIT</u>	<u>PROPORTIONATE SHARE</u>
22	
23	One-quarter (1/4)
24	One-quarter (1/4)
25	One-quarter (1/4)
	One-quarter (1/4)

NOTE: As additional phases are added in accordance with Section 5 hereof, proportionate shares will be recomputed and altered in accordance with Section 5.7 hereof.

3.2 Survey. Surveys of the condominium land are attached hereto as Exhibits A-1 through A-4, respectively.

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 indentifying 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 and flat roof details, wall sections, electrical and 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

3.4 Amendment of Plans.

(a) Alteration of Plans. Developer reserves the right to change the interior design and arrangement of all units and to alter the common boundaries and common walls between units so long as Developer owns the units so altered. No such change or alteration shall increase the number of units or alter the boundaries of the common elements without amendment of this Declaration based upon approval of the Association, Unit Owners and holders of applicable mortgages in the manner elsewhere provided. Provided, however, that Developer shall be entitled to amend this Declaration to add additional phases as provided herein and in accordance with §718.403 of the Florida Statutes. If Developer shall make any changes in units so authorized, such changes shall be reflected by an amendment of this Declaration. If more than one Unit is concerned, the Developer shall apportion between the Units the shares in the common elements appurtenant to the Units concerned.

(b) Amendment of Declaration. An Amendment of this Declaration reflecting such authorized alteration of Unit Plans by Developer need be signed and acknowledged only by the Developer and need not be approved by the Association, Unit Owners or lienors or mortgagees of units (except a construction mortgage lender whose approval in advance in writing shall be required) or of the condominium, whether or not elsewhere required for an amendment.

3.5 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 elements 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.

3.6 Improvements - General Description

(a) Buildings. VIA DEL MAR consists of four (4) buildings. The buildings are numbered as Building 22, 23, 24 and 25.

(b) Units. Each building is a single unit. The buildings are the following unit types:

<u>Building Number</u>	<u>Unit Type</u>
22	A
23	A-reversed
24	A
25	B-reversed

Unit types are described in paragraph 5.6 hereof.

(c) Commonly Use 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.

3.7 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 and the vertical planes of the center of the interior 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.

3.8 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:

(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 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 3.7, but shall not be deemed to own any portions of those items defined as common elements herein or by the Condominium Act.

3.9 Limited Common Elements. The limited common elements appurtenant to each unit is the shaded area designated on each

survey attached hereto as Exhibit A-1 through A-4. All driveways leading to a unit 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.

(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 Exhibits A-1 through A-4 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 the 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 four (4) units.

5.1 Anticipated Phases. The plot plan and surveys attached hereto as Exhibits A-6 and A-7, respectively, indicate that there are a total of thirty-seven (37) buildings planned in the VIA DEL MAR condominium development. Each of the 37 buildings is a single phase. Paragraph 5.3 indicates the phase number for each building and, therefore, indicates the sequence in which the phases will be built. Two (2) of the buildings contain two (2) units, and all other buildings are separate units for a total of thirty-nine (39) 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 thirty-nine (39) units. The initial phase contains four (4) units. 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 #</u>	<u>Building #</u>	<u>Completion Date</u>
Initial Phase	22, 23, 24, 25	December 31, 1981
1	26	December 31, 1981
2	27	December 31, 1981
3	28	December 31, 1981
4	29	December 31, 1981
5	30	December 31, 1981
6	32	December 31, 1981
7	33	December 21, 1981
8	35	December 21, 1981
9	20	December 21, 1981
10	21	December 21, 1981
11	31	December 21, 1981
12	34	December 21, 1981
13	36	December 21, 1981
14	37	December 31, 1981
15	38	December 31, 1981
16	40	December 31, 1981
17	41	December 31, 1981
18	42	December 31, 1981
19	43	December 31, 1981
20	44	December 31, 1981
21	45	December 31, 1981
22	46	December 31, 1981
23	47	December 31, 1981
24	48	December 31, 1981
25	49	December 31, 1981
26	50	December 31, 1981
27	51	December 31, 1981
28	52	December 31, 1981
29	53	December 31, 1981
30	54	December 31, 1981
31	55	December 31, 1981
32	56	December 31, 1981
33	57	December 31, 1981
34	58	December 31, 1981
35	59	December 31, 1981

5.4 Description of Entire Lands to be Submitted. Upon completion of all phases in VIA DEL MAR, the property hereafter described will be submitted to the condominium form of ownership:

See Exhibit A-8 attached hereto.

5.5 Description of Each Phase. Attached hereto as Composite Exhibit A-9 is a schedule of the phases in VIA DEL MAR with the legal description of each phase shown thereon.

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 thirty-six (36) units. The total number of additional

buildings will be thirty-four (34) buildings. Unit Number 25 and Unit Number 27 will be contained within one building, but will be constructed as separate phases. Unit Number 51 and Unit Number 49 will be contained within one building, but will be constructed as separate phases. All other units will be constructed as one building 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 - three bedrooms and two and one-half bathrooms

Unit Type C-Rev. - opposite hand of Unit Type C

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

<u>Unit Number</u>	<u>Unit Type</u>
20	A
21	A-Rev.
22	A
23	A-Rev.
24	A
25	B-Rev.
26	C
27	B
28	A
29	A-Rev.
30	B
31	C-Rev.
32	A
33	A-Rev.
34	A
35	C
36	A
37	C
38	C
40	B
41	B-Rev.
42	C
43	C-Rev.
44	A
45	A-Rev.
46	A
47	A-Rev.

<u>Unit Number</u>	<u>Unit Type</u>
48	A
49	B-Rev.
50	A
51	B
52	C
53	A-Rev.
54	A
55	A-Rev.
56	A
57	A-Rev.
58	C
59	C-Rev.

5.7 Proportionate Share of Common Ownership, Expense, and Surplus. All units will have the same proportionate share of common ownership, expense, and surplus. As each phase is added, the proportionate share of each unit will be automatically adjusted and the proportionate share then assigned each unit will be a fraction which has as its numerator the number 1 and which has as its denominator the number of total units in VIA DEL MAR.

5.8 Association Ownership and Voting Rights. Each unit owner is entitled to one 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, and each owner will continue to have one vote.

5.9 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 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 in Exhibit A-9 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.

5.10 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, 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 of a type and design approved by the Association may be installed in the event of a storm or hurricane warning and must be removed immediately following the storm, hurricane or 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. The expense for such maintenance shall be borne proportionately by the residents of the building on which such work is completed. 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 or condominiums adjacent VIA DEL MAR 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 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 attorney's 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.

(.2) Common Elements.

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

ation 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 elements 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 and a common expense.

(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 this 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 and submitted to the condominium form of ownership, the VIA DEL MAR CONDOMINIUM ASSOCIATION, INC. will govern and manage those additional 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 such cost will be a part of the 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 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 days after the date when due shall bear interest at the rate of ten percent 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 attorney's 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 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 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 under the laws 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, a 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, and

(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 coverages 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 cost 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.

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.

(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 interest may appear, and shall provide that all proceeds covering property losses shall be paid to BANK OF PALM BEACH AND 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 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 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, remittance to unit owners and their mortgagees being payable jointly to them. This is a covenant for the benefit of any mortgagee of a unit and may be enforced by 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 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 each 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 per cent (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 owners 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 all 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, then 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 and repair, or upon completion of reconstruction and repair, the funds for the 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.

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 mortgage that is a beneficiary of an insurance policy, the proceeds of which are included in the construction fund, such fund 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.

(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 mortgage 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 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 shall be in accordance with the following provisions as 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 or any construction activities during the period of constructing any unit contemplated by this Declaration or an amendment hereto.

11.4 Nuisances. No nuisance shall be allowed upon the condominium property, 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, nor any part of it; and all valid laws, zoning ordinances and regulations or all governmental bodies having jurisdiction shall be observed. The responsibility of meeting the requirements of governmental property 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 in an off-white color.

11.7 Guests. The owners of units shall be fully responsible for the activities and actions of their guests or 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 Children. Children under the age of 12 will not occupy a unit for a period longer than 4 months at one occupancy without the prior approval of the Association. In no event, however, will the Association approve the occupancy by more than two children under the age of 12.

11.9 Pets. No unit or portion of the condominium property shall be occupied by any pet animal, weighing more than 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.

11.10 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, 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 by sale 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 of 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 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. Failure of the Association to respond to such notice within thirty (30) days of receipt will constitute approval.

(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 Secretary 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 the officers and directors of the corporation 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.

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 sale 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 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 lessee 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 sale 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 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 ten (10) days following the determination of the sale 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 the expense of the unit owner.

12.4 Mortgage. No unit 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 Transaction. Any sale, mortgage or lease not authorized pursuant to the terms of this Declaration shall be void unless subsequently approved by the Association.

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 Bylaws and the regulations adopted pursuant to those documents, and 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 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 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 sale 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 sale 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 cer-

tificate shall become effective upon being recorded in the Public Records of Palm Beach County, Florida.

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 provision 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 of Condominium the day and year first above written.

Signed, sealed and delivered in the presence of:

Isaac K. Lester

Dagmar R. Allen

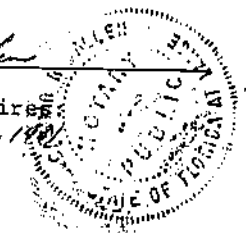
J. Richard Harris, Trustee
J. RICHARD HARRIS, Individually and as Trustee

STATE OF FLORIDA)
COUNTY OF PALM BEACH)

I HEREBY CERTIFY that on this day, personally appeared before me, an officer duly authorized in the County and State aforesaid to take acknowledgments, J. RICHARD HARRIS, Individually and 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 17th day of October, 1979.

Dagmar R. Allen
Notary Public
My commission expires
November 26, 1980



JOINDER OF MORTGAGEE

COMMUNITY FEDERAL SAVINGS AND LOAN ASSOCIATION OF RIVIERA BEACH, hereinafter called the "Mortgagee", is the owner and holder of certain mortgages upon the lands described as "the lands" and in the Survey in the Declaration of Condominium of VIA DEL MAR.

Said mortgages are dated April 19, 1979 and recorded on May 11, 1979 in Official Record Book 3057 at Pages 1308 and 1316, respectively, of the Public Records of Palm Beach County, Florida.

Mortgagee hereby consents to the making of the foregoing Declaration of Condominium for VIA DEL MAR and the Mortgagee hereby agrees that the liens of its mortgages as they attach to said parcels of land, shall be upon the following described property in Palm Beach County, Florida:

PROPERTY DESCRIBED IN EXHIBIT A-1 AND A-3 ATTACHED TO THIS DECLARATION OF CONDOMINIUM.

Mortgagee also retains the liens of its mortgages on all of the other lands described in said mortgages which are not included in the lands described above, together with the rights and easements for the benefit of said other lands over portions of the condominium premises.

ATTEST:

COMMUNITY FEDERAL SAVINGS AND LOAN ASSOCIATION OF RIVIERA BEACH

By

[Handwritten Signature]

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF:

Charles J. Morris
Renee K. Wells

(CORPORATE SEAL)



STATE OF FLORIDA)
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, _____ and PAT J SNOW, JR., respectively, _____ and SR VICE PRES. of COMMUNITY FEDERAL SAVINGS AND LOAN ASSOCIATION OF RIVIERA BEACH, a corporation existing under the laws of the State of Florida, to me known to be the individuals and officers of said corporation described in and who executed the foregoing instrument; and they severally acknowledged the execution thereof to be their free act and deed as such officers thereunto duly authorized, that the official seal of said corporation is duly affixed thereto, and that said instrument is the act and deed of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid, this 30 day of October, 1979.



Charles J. Gifford
Notary Public

My commission expires:

NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES JAN. 23 1981
BONDED THRU GENERAL INS. UNDERWRITERS

JOINDER OF MORTGAGEE

FIDELITY FEDERAL SAVINGS AND LOAN ASSOCIATION OF WEST PALM BEACH, hereinafter called the "Mortgagee", is the owner and holder of certain mortgages upon the lands described as "the lands" and in the Survey in the Declaration of Condominium of VIA DEL MAR.

Said mortgages are dated January 22, 1979 and recorded on January 25, 1979, in Official Record Book 2997, at Pages 1694 and 1711, respectively, of the Public Records of Palm Beach County, Florida.

Mortgagee hereby consents to the making of the foregoing Declaration of Condominium for VIA DEL MAR and the Mortgagee hereby agrees that the liens of its mortgages as they attach to said parcels of land, shall be upon the following described property in Palm Beach County, Florida:

PROPERTY DESCRIBED IN EXHIBITS A-2 AND A-4 ATTACHED TO THIS DECLARATION OF CONDOMINIUM.

Mortgagee also retains the liens of its mortgages on all of the other lands described in said mortgages which are not included in the lands described above, together with the rights and easements for the benefit of said other lands over portions of the condominium premises.

ATTEST:

FIDELITY FEDERAL SAVINGS AND LOAN ASSOCIATION OF WEST PALM BEACH

Audrey A. Pearson BY Vince A. ElhiLOW
VINCEN ELHILOW SR. BEACH, FLORIDA

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF:

Ripie H. Duckett

(CORPORATE SEAL)



STATE OF FLORIDA)
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 VINCE A. ELHILOW and AUDREY A. PEARSON, respectively SR. Vice-President and Assistant Secretary of FIDELITY FEDERAL SAVINGS AND LOAN ASSOCIATION OF WEST PALM BEACH, a corporation existing under the laws of the State of Florida, to me known to be the individuals and officers of said corporation described in and who executed the foregoing instrument; and they severally acknowledged the execution thereof to be their free act and deed as such officers thereunto duly authorized, that the official seal of said corporation is duly affixed thereto, and that said instrument is the act and deed of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid this 24 day of October, 1979.



Ripie H. Duckett
Notary Public
My commission expires:

Notary Public, State of Florida at Large
My Commission Expires Oct. 24, 1981
Bonded through Cornelius Johnson & Clark, Inc.

B9175 P0776

589°34'51" 80

30' ACCESS EASEMENT

WEST R/W LINE OF U.S. HIGHWAY 101

589°34'51" 795.00'
S LWF 60' 10"

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

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.

OCT 04 1979
W. J. Hayes

FINAL TIE 10.2.79
CHANGE WORK ORDER NO. 3
REVISIONS UNDER CONST TK 4

B3175 P0777

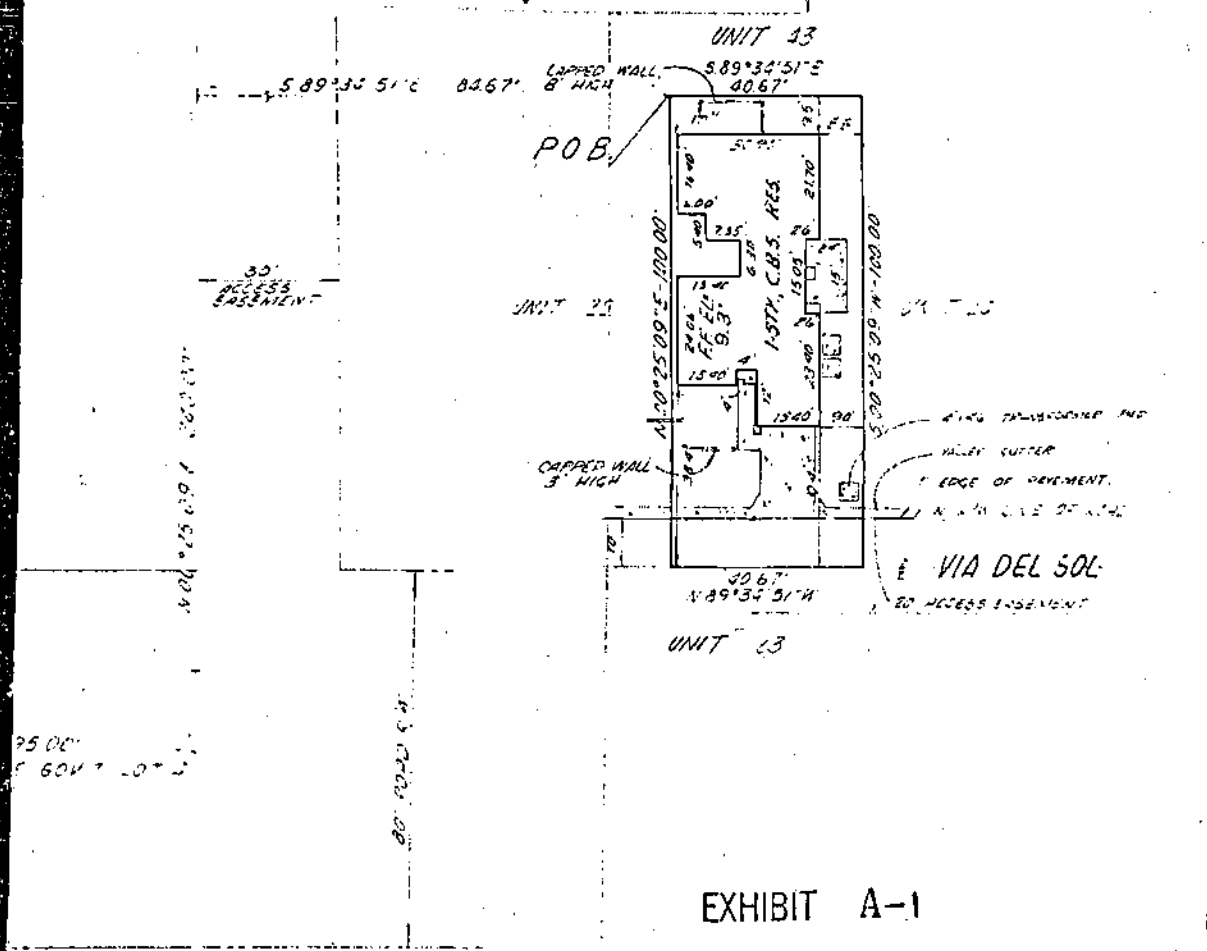


EXHIBIT A-1

UNIT 22 VIA DEL MAR - A CONDO

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

From the intersection of the U.S. Highway No. 1, as shown Palm Beach County, Florida Police line of Government Lot 4 of 4 along the South line of said 795.00 feet; thence N 00° 25' 09" thence S 89° 34' 51" E, a distance BEGINNING; Proceed thence S 5 feet; thence S 00° 25' 09" W, a N 89° 34' 51" W, a distance of a distance of 100.00 feet to

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

SURVEY, best of my	PROJECT NAME	SITE PLAN FOR VIA	Scale
	LINDAHL, BROWNING & FERRARI, INC. Consulting Engineers, Planners & Surveyors	425 INDIAN TOWN ROAD, WEST PALM BEACH, FLORIDA 33411 TEL. 561-837-1200 FAX 561-837-1201	Date
	FINAL TIE 10-2-79		
	CHANGE WORK ORDER NO. 5-16-79		
REVISIONS UNDER CONST. TC 5-3-79			

B3115 P0778
 B3175 P0778

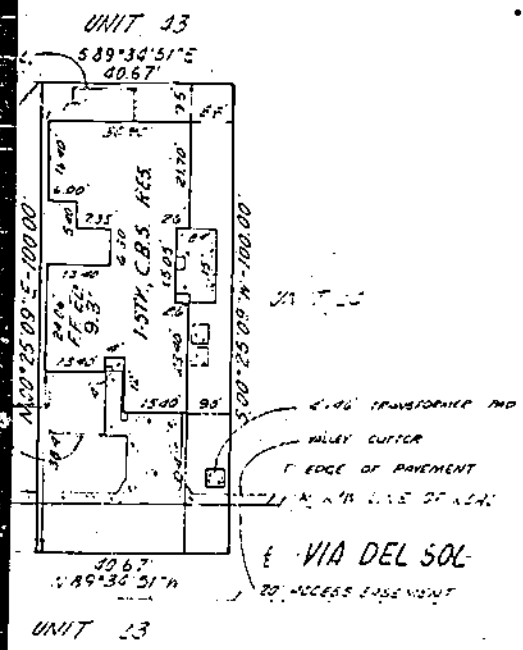


EXHIBIT A-1

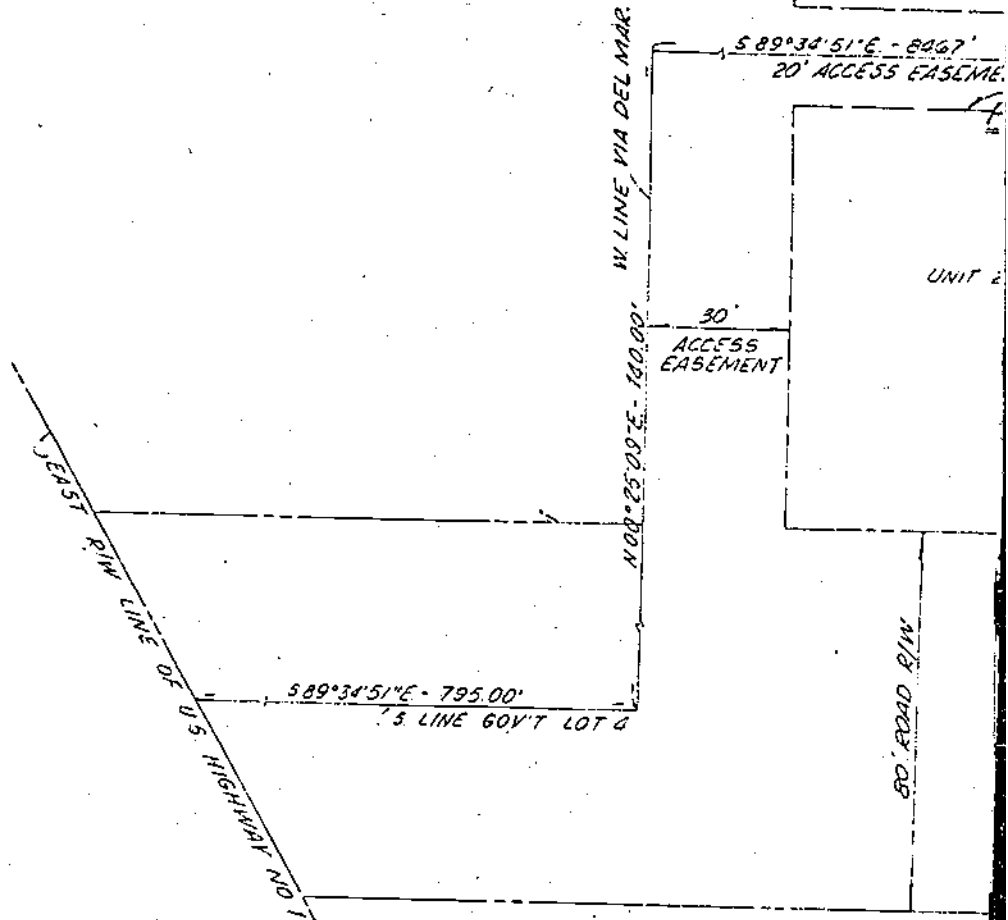
UNIT 22 VIA DEL MAR - A CONDOMINIUM

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 240.00 feet; thence S 89°34'51" E, a distance of 84.67 feet to the POINT OF BEGINNING: Proceed thence S 89°34'51" E, a distance of 40.67 feet; thence S 00°25'09" W, a distance of 100.00 feet; thence N 89°34'51" W, a distance of 40.67 feet; thence N 00°25'09" E, a distance of 100.00 feet to the POINT OF BEGINNING.

PROJECT NAME SITE PLAN FOR VIA DEL MAR					
LINDAHL, BROWNING & FERRARI, INC. Consulting Engineers, Planners & Surveyors 425 INDIAN LANE, SUITE 200 JUPITER, FLORIDA 33411	Scale	Field	Sheet	Field Book	File No
		Design	1 of 1	J.O.R.C. Pg 62 '61	
Date 5.21.76	Drawn	Checked	Drawing No.	Work Order	No 79109
			V 229		

B3175 P0779



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.

SEP 20 1979
[Signature]
 PROFESSIONAL SURVEYOR
 STATE OF FLORIDA
 REGISTRATION NO. 2633

FINAL TIE - 9-18-79
CHANGE WORK ORDER NO. 516
F.F. EL - 9.04 3-14-79
REVISIONS

BRUNING 44 137 35047 2

B3175 P0780

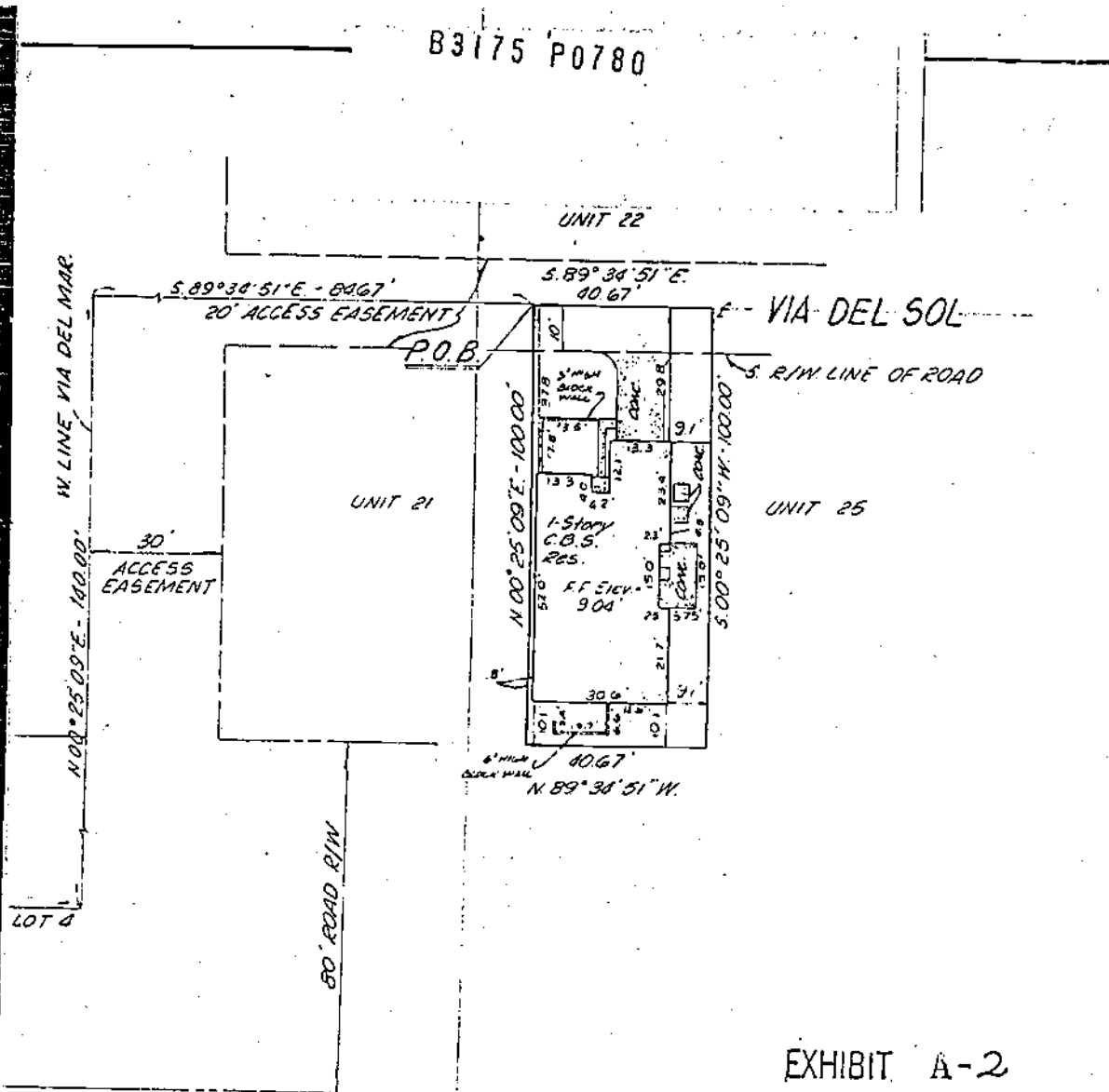


EXHIBIT A-2

UNIT 21, VIA DEL MAR - A CONDOMINIUM

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

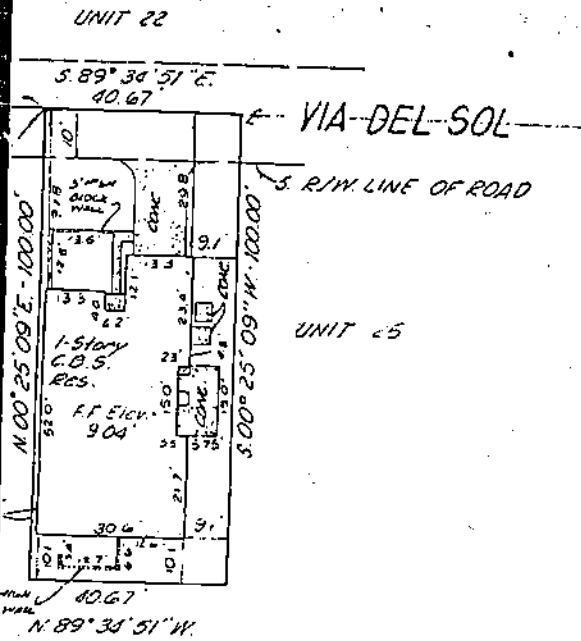
From the intersection of the Eastern U.S. Highway No. 1, as shown on Road Palm Beach County, Florida Public Se line of Government Lot 4 of said Fed along the South line of said Governm 795.00 feet; thence N 00° 25' 09" E, a thence S 89° 34' 51" E, a distance of 100.00 feet to the BEGINNING; Proceed thence S 89° 34' 51" E, a distance of 100.00 feet; thence S 00° 25' 09" W, a distan N 89° 34' 51" W, a distance of 40.67 feet; thence S 00° 25' 09" W, a distan a distance of 100.00 feet to the POB

UNDER CONSTRUCTION T.E.

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

PROJECT NAME:		SITE PLAN FOR VIA DEL	
FINAL TIE - 9-18-79	LINDALE BROWNING & TERRARI, INC. CORPORATE LEGAL OFFICE, PLANNING & SURVEYING	Scale 1" = 30'	Field Book
CHANGE WORK ORDER NO. 5-16-79	425 INDIAN LANE ROAD WEST PALM BEACH, FLORIDA 33411	Date 3-8-79	Design
F.F. EL. = 9.04 3-14-79	95 COLLEGE AVENUE STUART, FLORIDA 33494	Drawn LEON	Checked GA
REVISIONS			

83175 P0781



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

EXHIBIT A-2

UNIT 22 VIA DEL MAR - 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 140.00 feet; thence S 89°34'51" E, a distance of 84.67 feet to the POINT OF BEGINNING; Proceed thence S 89°34'51" E, a distance of 40.67 feet; thence S 00°25'09" W, a distance of 100.00 feet; thence N 89°34'51" W, a distance of 40.67 feet; thence N 00°25'09" E, a distance of 100.00 feet to the POINT OF BEGINNING.

UNDER CONSTRUCTION TIE-IN 3-8-79

PROJECT NAME:

SITE PLAN FOR VIA DEL MAR

LINDALE BROWNING & FERRARI, INC. LAW OFFICES 401 INDIAN LANE, SUITE 200 PALM BEACH, FLORIDA 33480	Scale 1" = 30'	Field <i>HARRIS</i>	Sheet 1 011	Field <i>JORG</i> Pg. 31	File No.
	Date 3-8-79	Design	Drawing No. V-23 'A'	Work Order No. 79-109	
401 INDIAN LANE, SUITE 200 PALM BEACH, FLORIDA 33480	401 INDIAN LANE, SUITE 200 PALM BEACH, FLORIDA 33480	Drawn <i>LEONIET</i>	Checked <i>GARY</i>		

B3175 P0782

589 32 51 12

30'
ACCESS
EASEMENT

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

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.

OCT 04 1979
W. Kayma

FINAL TIE 10-19
CHANGE WORK ORDER NO.
REVISIONS UNDER CONST. TIE

B3175 P0793

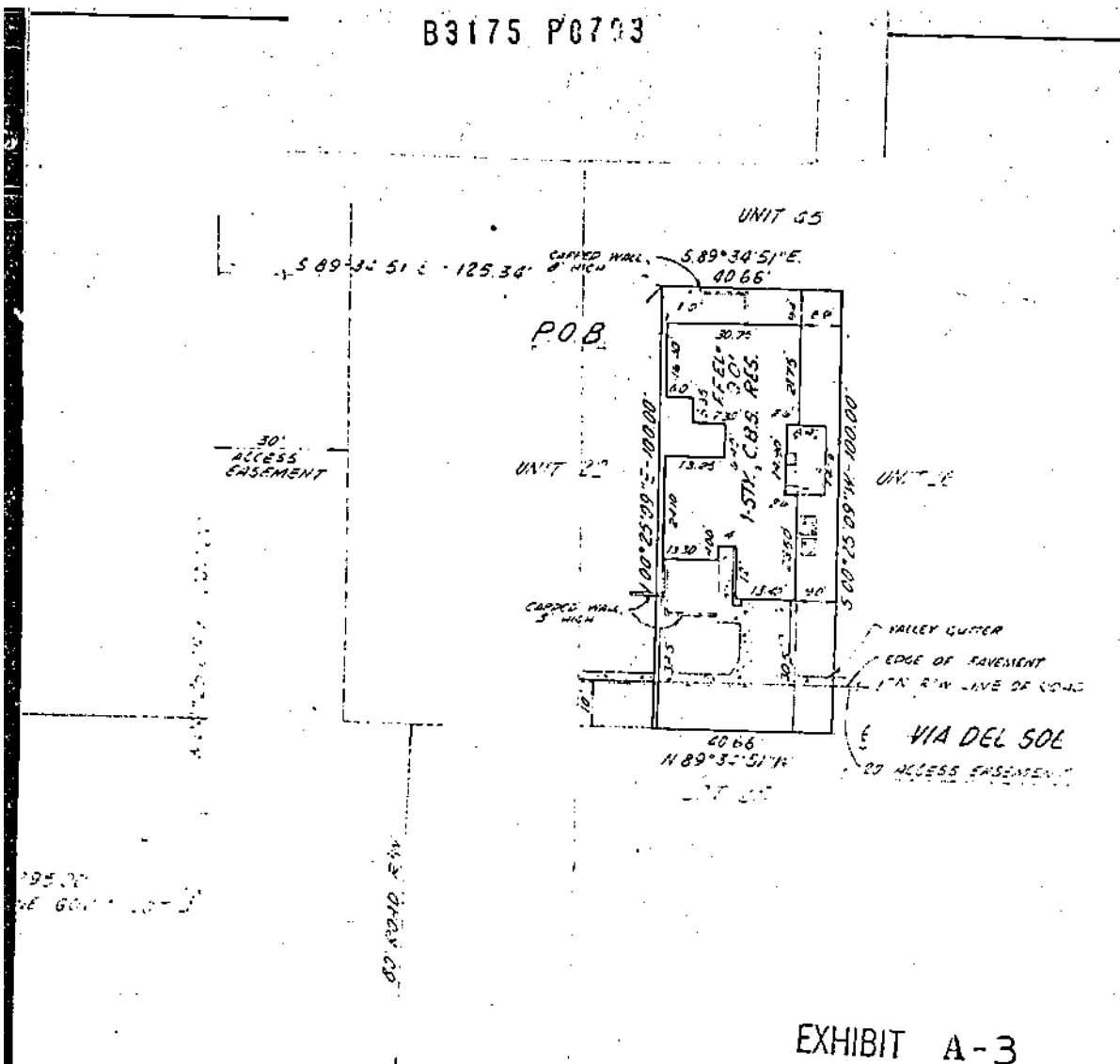


EXHIBIT A-3

UNIT 24 VIA DEL SOL - A COND

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

From the intersection of the U.S. Highway No. 1, as shown Palm Beach County, Florida P line of Government Lot 4 of along the South line of said 795.00 feet; thence N 00°13' change S 89°34'51" E, a dista: BEGINNING: Proceed thence S feet; thence S 00°25'09" W, N 89°34'51" W, a distance of a distance of 100.00 feet to

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

SURVEY	PROJECT NO.	PROJECT NAME	Scale
		SITE PLAN FOR VIA	
	FINAL TIE 10-2-79	LINDAHL, BROWNING & FERRARI, INC. Consulting Engineers, Planners & Surveyors	Date
	CHARGE WORK ORDER NO. 5-16-79	426 INDIAN TOWNS ROAD JUPITER, FLORIDA 33412	411 COLORADO AVENUE SELAGUE, FLORIDA 33411
REVISIONS UNDER CONST. TIE 5-3-79			2-5-79

B3175 P0784

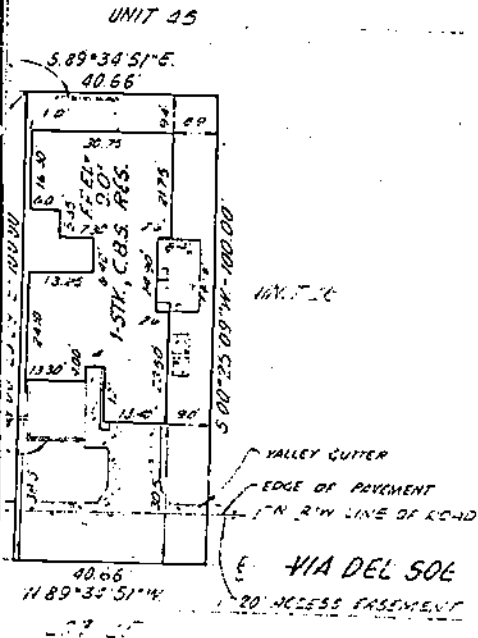


EXHIBIT A-3

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

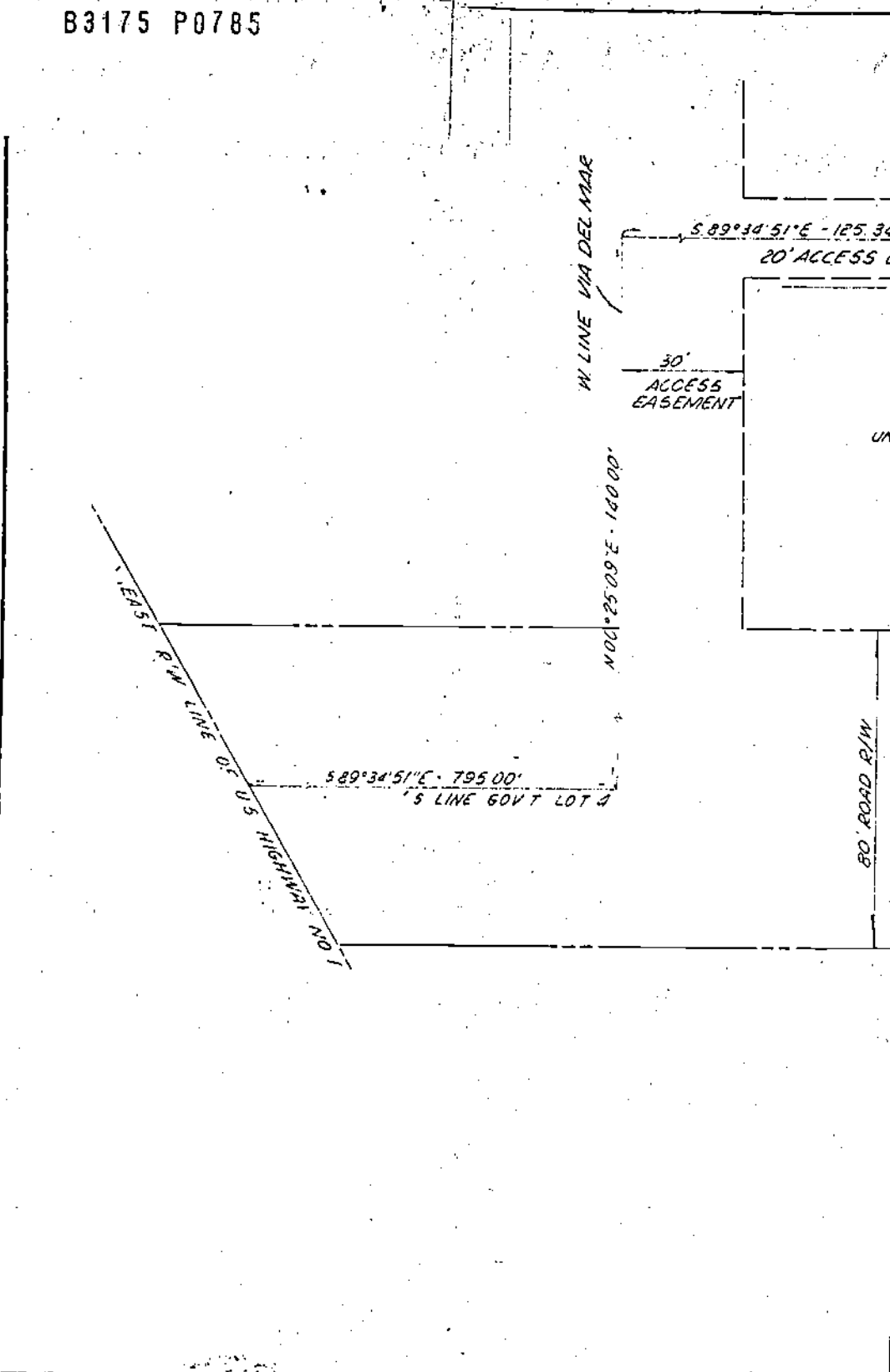
UNIT 24 VIA DEL MAR - A CONDOMINIUM

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 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 240.00 feet; thence S 89°34'51" E, a distance of 125.24 feet to the POINT OF BEGINNING; Proceed thence S 89°34'51" E, a distance of 40.66 feet; thence S 00°25'09" W, a distance of 100.00 feet; thence N 89°34'51" W, a distance of 40.66 feet; thence N 00°25'09" E, a distance of 100.00 feet to the POINT OF BEGINNING.

PROJECT NAME SITE PLAN FOR VIA DEL MAR					
LINDAHL, BROWNING & FERRARI, INC. Consulting Engineers, Planners & Surveyors 25 INDIANTOWN ROAD WINTER, FLORIDA 32789	Scale 1" = 30'	Field	Sheet Of	Field Book J.O.C. pg 62	FILE NO
	Date 2-5-76	Design	Drawing No 1-244	Work Order No 79-109	
25 INDIANTOWN ROAD WINTER, FLORIDA 32789	51 COLORADO AVENUE STLARI, FLORIDA 33444	Drawn E.O.A. ET	Checked G.M.P.		

B3175 P0785



REVISION- 3- 1-17- 19-187 2

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.

OCT 04 1979

DeKaynes

PROFESSIONAL SURVEYOR - FLORIDA
 STATE OF FLORIDA
 REGISTRATION NO. 2633

CHANGE WORK ORDER NO. 5
REVISIONS

B3175 P0786

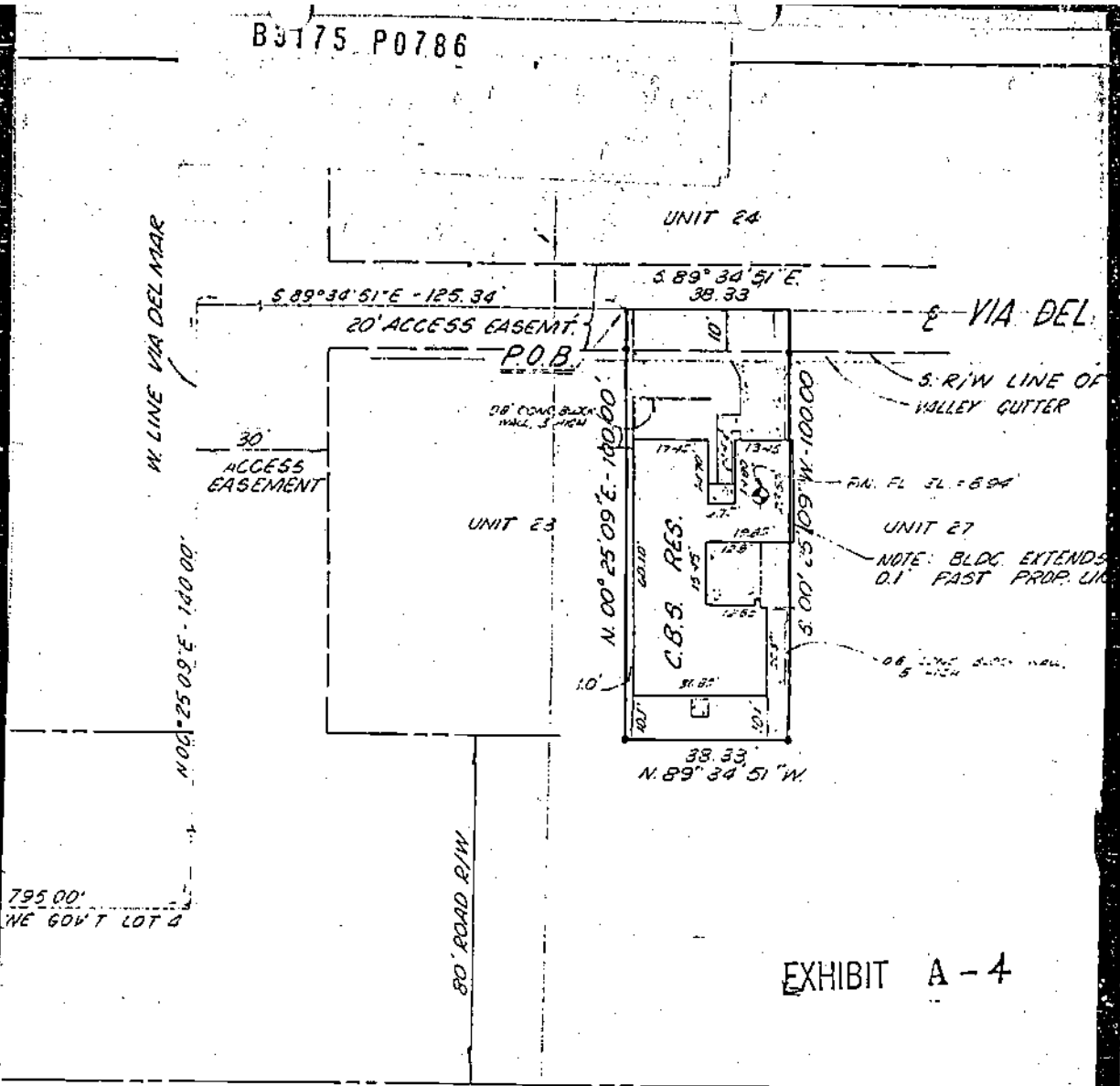


EXHIBIT A-4

UNIT 25 VIA DEL MAR - A CONDOMINIUM

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

From the intersection of the Eastern U.S. Highway No. 1, as shown on P.L. Palm Beach County, Florida Public Line of Government and Lot 4 of said 5 along the South line of said 795.00 feet; thence N 00° 25' 09\"/>

Containing 3833 square feet. Sht. FINAL TIE 10-279 U.C.T.

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

OF SURVEY, to best of my	PROJECT NAME	SITE PLAN FOR VIA	
	SCALE	1" = 50'	
	DATE	3-12-79	
REVISIONS	CHANGE WORK ORDER NO.	5-16-79	

B3175 P0787

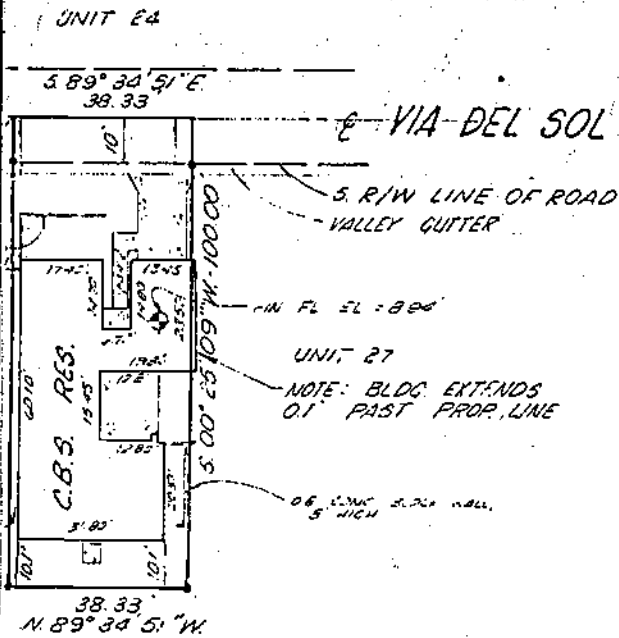


EXHIBIT A - 4

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

UNIT 27 VIA DEL MAR - 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 116, 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 788.00 feet; thence N 00° 25' 09" E, a distance of 140.00 feet; thence S 89° 34' 51" E, a distance of 128.24 feet to the POINT OF BEGINNING; thence thence S 89° 14' 51" E, a distance of 36.33 feet; thence S 10° 21' 09" W, a distance of 100.00 feet; thence N 89° 34' 51" W, a distance of 38.33 feet; thence N 89° 34' 51" E, a distance of 100.00 feet to the POINT OF BEGINNING.

Containing 2933 square feet: Subject to easements of record.
 FINAL TIE 10.279 U.C. TIE IN 3.14.79

OBJECT NAME:

SITE PLAN FOR VIA DEL MAR

LINDARD BROS. INC. & FERRARI, INC.	Scale	Field	Sheet	Field Book	File No.
	1" = 30'	Design	1 of 1	JORC Pg. 31	
	Date	Drawn	Drawing No.	Work Order	
	3.14.79	SCM	7-25-B	No. 79-109	
		Checked			
		GARY			

CERTIFICATE OF REGISTERED SURVEYOR

I, GARY M. F. RAYMAN, of 426 Indiantown Road, of the Town of Jupiter, County of Palm Beach, State of Florida, certify as follows:

1. I am a registered surveyor authorized to practice in the State of Florida.

2. This Certificate is made as to VIA DEL MAR, a condominium located in the Town of Jupiter, County of Palm Beach, State of Florida, and is made in compliance with Florida Statute 718.104 (1) (e).

3. The construction of the improvements described in the following Exhibits to the Declaration of Condominium, i.e.,

- Exhibit A-1,
- Exhibit A-2,
- Exhibit A-3,
- Exhibit A-4,
- Exhibit B-1,
- Exhibit B-2,
- Exhibit B-3,
- Exhibit B-4,
- Exhibit B-5,
- Exhibit B-6,
- Exhibit B-7,

is sufficiently complete, so that such material, together with the wording of the Declaration, is a correct representation of the improvements described, and there can be determined therefrom the identification, location and dimensions of the Common Elements of each unit.

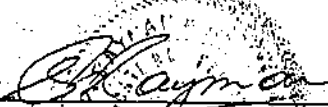

 Registered Land Surveyor
 Florida Certificate No. 2633
 NOV 03 1975
 REGISTERED

EXHIBIT A-5

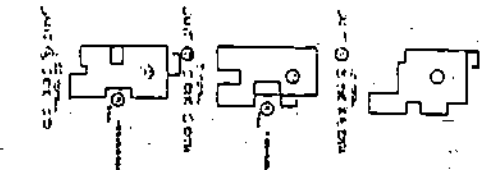
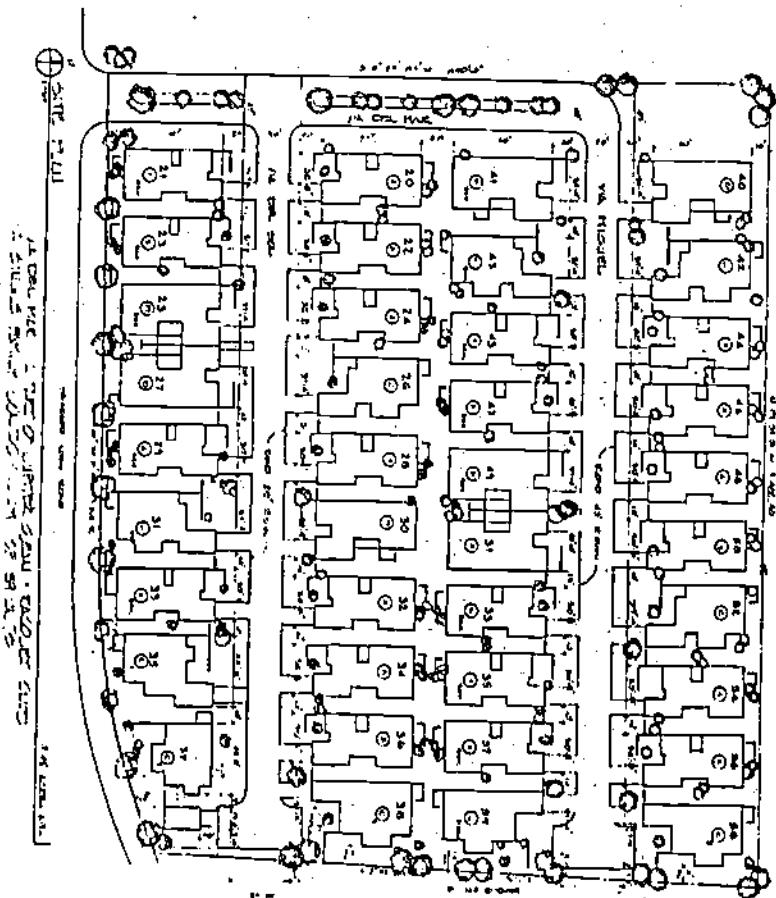
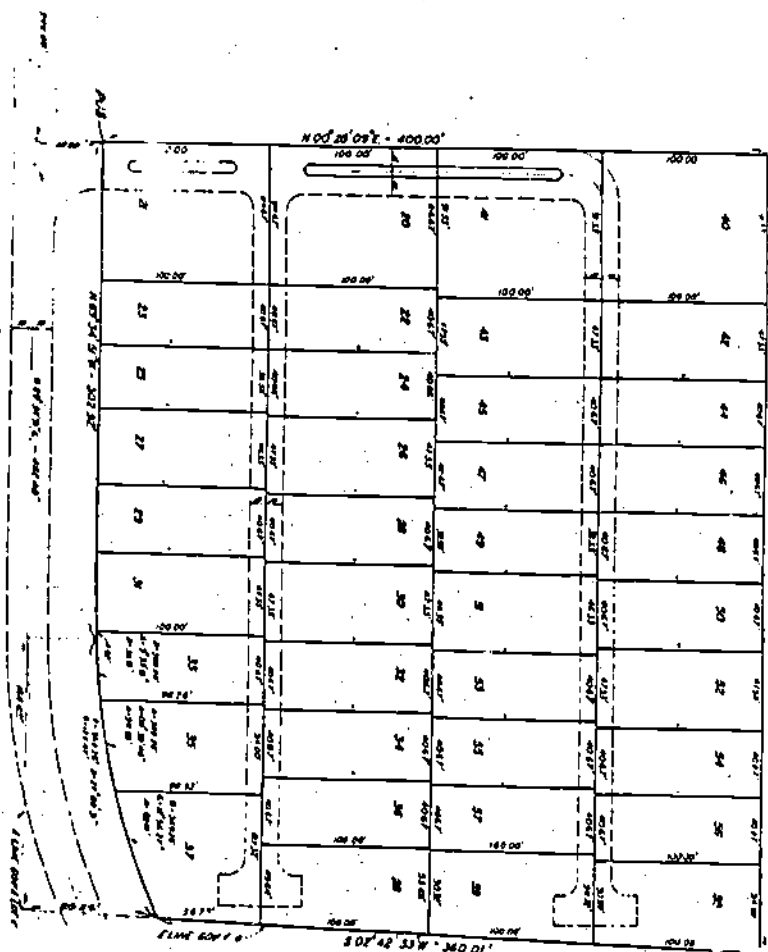


EXHIBIT A-6

<p>P-1</p> <p>78-03</p>	<p>NORMAN N. HOBSON architect</p>		<p>VIA DEL MAR CONDOMINIUMS JUPITER FLORIDA</p>	
	<p>12345</p>		<p>12345</p>	



THIS PLAN IS SUBJECT TO THE CITY OF LOS ANGELES ORDINANCES AND REGULATIONS, AND THE CITY ENGINEER'S APPROVAL IS NOT GUARANTEED. THE CITY ENGINEER'S OFFICE IS NOT RESPONSIBLE FOR THE ACCURACY OF THE INFORMATION PROVIDED HEREON. THE CITY ENGINEER'S OFFICE IS NOT RESPONSIBLE FOR THE ACCURACY OF THE INFORMATION PROVIDED HEREON.

Lot No.	Area (sq. ft.)	Area (sq. m.)
1		
2		
3		
4		
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6		
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36		

DRIVE PLAN
1500-1510-1520
CONDOMINIUM

1. This plan, when approved, shall be subject to the City of Los Angeles Ordinance and Regulations, and the City Engineer's approval is not guaranteed. The City Engineer's Office is not responsible for the accuracy of the information provided hereon.

THE CITY ENGINEER'S OFFICE IS NOT RESPONSIBLE FOR THE ACCURACY OF THE INFORMATION PROVIDED HEREON. THE CITY ENGINEER'S OFFICE IS NOT RESPONSIBLE FOR THE ACCURACY OF THE INFORMATION PROVIDED HEREON.

B3175 P0791

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 said Government Lot 4, a distance of 795.00 feet; thence N 00°25'09" E, a distance of 40.00 feet to the POINT OF BEGINNING; thence N 00°25'09" E, a distance of 400.00 feet to a point on a line being 440.00 feet Northerly of and parallel to the South line of Government Lot 4; thence S 89°34'51" E along said parallel line a distance of 484.99 feet to a point on the East line of said Government Lot 4; thence S 02°42'33" W, along said East line of Government Lot 4, a distance of 360.01 feet to a point on a curve concave to the North having a radius of 369.26 feet, and whose center bears N 26°35'18" W; thence Westerly along the arc of said curve, through a central angle of 27°00'31", a distance of 174.07 feet; thence N 89°34'51" W, a distance of 302.92 feet to the POINT OF BEGINNING.

B3175 P0792

LINDAHL, BROWNING & FERRARI, INC.

CONSULTING ENGINEERS, PLANNERS, & SURVEYORS

Lennart E. Lindahl, P.E.
Jan. E. Browning, P.E., L.S.
Kenneth F. Ferrari, P.E.
Gary M.F. Rayman, L.S.

426 INDIANTOWN ROAD P.O. BOX 727 JUPITER, FLORIDA 33458 TEL: (305) 746-9248
951 COLORADO AVENUE SUITE 410 STUART, FLORIDA 33494 TEL: (305) 286-3883

UNIT 20 VIA DEL MAR - 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 240.00 feet to the POINT OF BEGINNING: Proceed thence S 89°34'51" E, a distance of 84.67 feet; thence S 00°25'09" W, a distance of 100.00 feet; thence N 89°34'51" W, a distance of 84.67 feet; thence N 00°25'09" E, a distance of 100.00 feet to the POINT OF BEGINNING.

Containing 8467 square feet: Subject to easements of record.

W/O 73/360
November 14, 1978

EXHIBIT A-9

B3175 P0793

LINDAHL, BROWNING & FERRARI, INC.

CONSULTING ENGINEERS, PLANNERS, & SURVEYORS

Lennart E. Lindahl, P.E.
Jan. E. Browning, P.E., L.S.
Kenneth F. Ferrari, P.E.
Gary M.F. Rayman, L.S.

426 INDIANTOWN ROAD P.O. BOX 727 JUPITER, FLORIDA 33458 TEL: (305) 746-9248
951 COLORADO AVENUE SUITE 410 STUART, FLORIDA 33494 TEL: (305) 286-3881

UNIT 21 VIA DEL MAR - 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 140.00 feet to the POINT OF BEGINNING: Proceed thence S 89°34'51" E, a distance of 84.67 feet; thence S 00°25'09" W, a distance of 100.00 feet; thence N 89°34'51" W, a distance of 84.67 feet; thence N 00°25'09" E, a distance of 100.00 feet to the POINT OF BEGINNING.

Containing 8467 square feet; Subject to easements of record.

W/O 73/360
November 14, 1978

EXHIBIT A-9

B3175 P0794

LINDAHL, BROWNING & FERRARI, INC.
CONSULTING ENGINEERS, PLANNERS & SURVEYORS

Lenhart E. Lindahl, P.E.
Jan. E. Browning, P.E., L.S.
Kenneth F. Ferrari, P.E.
Gary M.F. Rayman, L.S.

426 INDIANTOWN ROAD P.O. BOX 727 JUPITER, FLORIDA 33458 TEL: (305) 746-9248
951 COLORADO AVENUE SUITE 410 STUART, FLORIDA 33494 TEL: (305) 286-3683

UNIT 26 VIA-DEL MAR - 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 240.00 feet; thence S 89°34'51" E, a distance of 166.00 feet to the POINT OF BEGINNING: Proceed thence S 89°34'51" E, a distance of 47.33 feet; thence S 00°25'09" W, a distance of 100.00 feet; thence N 89°34'51" W, a distance of 47.33 feet; thence N 00°25'09" E, a distance of 100.00 feet to the POINT OF BEGINNING.

Containing 4733 square feet: Subject to easements of record.

W/O 73/360
November 14, 1978

EXHIBIT A-9

B3175 P0795

LINDAHL, BROWNING & FERRARI, INC.
CONSULTING ENGINEERS, PLANNERS & SURVEYORS

Lennart E. Lindahl, P.E.
Jan. E. Browning, P.E., L.S.
Kenneth F. Ferrari, P.E.
Gary M.F. Rayman, L.S.

426 INDIANTOWN ROAD P.O. BOX 727 JUPITER, FLORIDA 33458 TEL: (305) 746-9248
951 COLORADO AVENUE SUITE 410 STUART, FLORIDA 33494 TEL: (305) 286-3883

UNIT 27 VIA DEL MAR - 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 140.00 feet; thence S 89°34'51" E, a distance of 163.67 feet to the POINT OF BEGINNING: Proceed thence S 89°34'51" E, a distance of 46.33 feet; thence S 00°25'09" W, a distance of 100.00 feet; thence N 89°34'51" W, a distance of 46.33 feet; thence N 00°25'09" E, a distance of 100.00 feet to the POINT OF BEGINNING.

Containing 4633 square feet: Subject to easements of record.

W/O 73/360
November 14, 1978

EXHIBIT A-9

B3175 P0796

LINDAHL, BROWNING & FERRARI, INC.

CONSULTING ENGINEERS, PLANNERS & SURVEYORS

Lennart E. Lindahl, P.E.
Jan. E. Browning, P.E., L.S.
Kenneth F. Ferrari, P.E.
Gary M.F. Rayman, L.S.

426 INDIANTOWN ROAD
951 COLORADO AVENUE

P.O. BOX 727
SUITE 410

JUPITER, FLORIDA 33450
STUART, FLORIDA 33494

TEL: (305) 746-9248
TEL: (305) 286-3883

UNIT 28 VIA DEL MAR - 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 240.00 feet; thence S 89°34'51" E, a distance of 213.33 feet to the POINT OF BEGINNING: Proceed thence S 89°34'51" E, a distance of 40.67 feet; thence S 00°25'09" W, a distance of 100.00 feet; thence N 89°34'51" W, a distance of 40.67 feet; thence N 00°25'09" E, a distance of 100.00 feet to the POINT OF BEGINNING.

Containing 4067 square feet. Subject to easements of record.

W/O 73/360
November 14, 1978

EXHIBIT A-9

B3175 P0797

LINDAHL, BROWNING & FERRARI, INC.

CONSULTING ENGINEERS, PLANNERS & SURVEYORS

Lennart E. Lindahl, P.E.
Jan. E. Browning, P.E., L.S.
Kenneth F. Ferrari, P.E.
Gary M.F. Rayman, L.S.

426 INDIANTOWN ROAD
951 COLORADO AVENUE

P.O. BOX 727
SUITE 410

JUPITER, FLORIDA 33458
STUART, FLORIDA 33494

TEL: (305) 746-9248
TEL: (305) 286-3883

UNIT 9 VIA DEL MAR - 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 140.00 feet; thence S 89°34'51" E, a distance of 210.00 feet to the POINT OF BEGINNING: Proceed thence S 89°34'51" E, a distance of 40.67 feet; thence S 00°25'09" W, a distance of 100.00 feet; thence N 89°34'51" W, a distance of 40.67 feet; thence N 00°25'09" E, a distance of 100.00 feet to the POINT OF BEGINNING.

Containing 4067 square feet: Subject to easements of record.

W/O 73/360
November 14, 1978

EXHIBIT A-9

83175 P0798

LINDAHL, BROWNING & FERRARI, INC.

CONSULTING ENGINEERS, PLANNERS & SURVEYORS

Lennart E. Lindahl, P.E.
Jan. E. Browning, P.E., L.S.
Kenneth F. Ferrari, P.E.
Gary M.F. Rayman, L.S.

426 INDIANTOWN ROAD
951 COLORADO AVENUE

P.O. BOX 727
SUITE 410

JUPITER, FLORIDA 33458
STUART, FLORIDA 33494

TEL: (305) 746-9246
TEL: (305) 266-3883

UNIT 30 VIA DEL MAR - 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 240.00 feet; thence S 89°34'51" E, a distance of 254.00 feet to the POINT OF BEGINNING; Proceed thence S 89°34'51" E, a distance of 47.33 feet; thence S 00°25'09" W, a distance of 100.00 feet; thence N 89°34'51" W, a distance of 47.33 feet; thence N 00°25'09" E, a distance of 100.00 feet to the POINT OF BEGINNING.

Containing 4733 square feet: Subject to easements of record.

W/O 72/360
November 14, 1978

EXHIBIT A-9

B3175 P0799

LINDAHL, BROWNING & FERRARI, INC.
CONSULTING ENGINEERS, PLANNERS & SURVEYORS

Lennart E. Lindahl, P.E.
Jan. E. Browning, P.E., L.S.
Kenneth F. Ferrari, P.E.
Gary M.F. Rayman, L.S.

426 INDIANTOWN ROAD P.O. BOX 727 JUPITER, FLORIDA 33458 TEL: (305) 746-9248
951 COLORADO AVENUE SUITE 410 STUART, FLORIDA 33494 TEL: (305) 266-3883

UNIT 31 VIA DEL MAR - 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 140.00 feet; thence S 89°34'51" E, a distance of 250.67 feet to the POINT OF BEGINNING; Proceed thence S 89°34'51" E, a distance of 47.33 feet; thence S 00°25'09" W, a distance of 100.00 feet; thence N 89°34'51" W, a distance of 47.33 feet; thence N 00°25'09" E, a distance of 100.00 feet to the POINT OF BEGINNING.

Containing 4733 square feet: Subject to easements of record.

W/O 73/360
November 14, 1978

EXHIBIT A-9

B3175 P0800

LINDAHL, BROWNING & FERRARI, INC.
CONSULTING ENGINEERS, PLANNERS & SURVEYORS

Lennart E. Lindahl, P.E.
Jan. E. Browning, P.E., L.S.
Kenneth F. Ferrari, P.E.
Gary M.F. Rayman, L.S.

426 INDIANTOWN ROAD
951 COLORADO AVENUE

P.O. BOX 727
SUITE 410

JUPITER, FLORIDA 33458
STUART, FLORIDA 33494

TEL: (305) 746-9246
TEL: (305) 266-3883

UNIT 32 VIA DEL MAR - 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 240.00 feet; thence S 89°34'51" E, a distance of 301.33 feet to the POINT OF BEGINNING: Proceed thence S 89°34'51" E, a distance of 40.67 feet; thence S 00°25'09" W, a distance of 100.00 feet; thence N 89°34'51" W, a distance of 40.67 feet; thence N 00°25'09" E, a distance of 100.00 feet to the POINT OF BEGINNING.

Containing 4067 square feet: Subject to easements of record.

W/O 73/360
November 14, 1978

EXHIBIT A-9

B3175 P0801

LINDAHL, BROWNING & FERRARI, INC.
CONSULTING ENGINEERS, PLANNERS & SURVEYORS

Lennart E. Lindahl, P.E.
Jan. E. Browning, P.E., L.S.
Kenneth F. Ferrari, P.E.
Gary M.F. Rayman, L.S.

426 INDIANTOWN ROAD
951 COLORADO AVENUE

P.O. BOX 727
SUITE 410

JUPITER, FLORIDA 33458
STUART, FLORIDA 33494

TEL: (305) 746-9248
TEL: (305) 286-3883

UNIT 33 VIA DEL MAR - 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 9, 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 140.00 feet; thence S 89°34'51" E, a distance of 298.00 feet to the POINT OF BEGINNING; Proceed thence S 89°34'51" E, a distance of 40.67 feet; thence S 00°25'08" W, a distance of 98.26 feet to a point on a curve concave to the North having a radius of 369.26 feet, and whose center bears N 05°08'13" W; thence Westerly along the arc of said curve, through a central angle of 05°33'22", a distance of 35.81 feet to the point of tangency of said curve; thence N 89°34'51" W, a distance of 4.92 feet; thence N 00°25'09" E, a distance of 100.00 feet to the POINT OF BEGINNING.

Containing 4046 square feet: Subject to easements of record.

W. O. #73-360
November 14, 1978

EXHIBIT A-9

B3175 P0802

LINDAHL, BROWNING & FERRARI, INC.
CONSULTING ENGINEERS, PLANNERS & SURVEYORS

Lennart E. Lindahl, P.E.
Jan. E. Browning, P.E., L.S.
Kenneth F. Ferrari, P.E.
Gary M.F. Rayman, L.S.

426 INDIANTOWN ROAD
951 COLORADO AVENUE

P.O. BOX 727
SUITE 410

JUPITER, FLORIDA 33458
STUART, FLORIDA 33494

TEL: (305) 746-9248
TEL: (305) 286-3683

UNIT 3: VIA DEL MAR - 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 240.00 feet; thence S 89°34'51" E, a distance of 342.00 feet to the POINT OF BEGINNING: Proceed thence S 89°34'51" E, a distance of 40.67 feet; thence S 00°25'09" W, a distance of 100.00 feet; thence N 89°34'51" W, a distance of 40.67 feet; thence N 00°25'09" E, a distance of 100.00 feet to the POINT OF BEGINNING.

Containing 4067 square feet: Subject to easements of record.

W/O 73/360
November 14, 1978

EXHIBIT A-9

B3175 P0803

LINDAHL, BROWNING & FERRARI, INC.

CONSULTING ENGINEERS, PLANNERS & SURVEYORS

Lennart E. Lindahl, P.E.
Jan. E. Browning, P.E., L.S.
Kenneth F. Ferrari, P.E.
Gary M.F. Rayman, L.S.

426 INDIANTOWN ROAD
951 COLORADO AVENUE

P.O. BOX 727
SUITE 410

JUPITER, FLORIDA 33458
STUART, FLORIDA 33494

TEL: (305) 746-9248
TEL: (305) 286-3683

UNIT 35 VIA DEL MAR - 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 140.00 feet; thence S 89°34'51" E, a distance of 338.67 feet to the POINT OF BEGINNING; Proceed thence S 89°34'51" E, a distance of 54.00 feet; thence S 00°25'09" W, a distance of 88.93 feet to a point on a curve, concave to the North, having a radius of 369.26 feet, and whose center bears N 13°38'53" W; thence Westerly along the arc of said curve, through a central angle of 08°30'40", a distance of 54.05 feet; thence N 00°25'09" E, a distance of 98.26 feet to the POINT OF BEGINNING.

Containing 5,995 square feet: Subject to easements of record.

W. O. #73-360
November 14, 1978

EXHIBIT A-9

B3175 P0804

LINDAHL, BROWNING & FERRARI, INC.

CONSULTING ENGINEERS, PLANNERS & SURVEYORS

Lennart E. Lindahl, P.E.
Jan. E. Browning, P.E., L.S.
Kenneth F. Ferrari, P.E.
Gary M.F. Rayman, L.S.

426 INDIANTOWN ROAD
951 COLORADO AVENUE

P.O. BOX 727
SUITE 410

JUPITER, FLORIDA 33458
STUART, FLORIDA 33494

TEL: (305) 746-9248
TEL: (305) 266-3683

UNIT 30 VIA DEL MAR - 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 240.00 feet; thence S 89°34'51" E, a distance of 382.67 feet to the POINT OF BEGINNING; Proceed thence S 89°34'51" E, a distance of 40.67 feet; thence S 00°25'09" W, a distance of 100.00 feet; thence N 89°34'51" W, a distance of 40.67 feet; thence N 00°25'09" E, a distance of 100.00 feet to the POINT OF BEGINNING.

Containing 4067 square feet: Subject to easements of record.

W/O 73/360
November 14, 1978

EXHIBIT A-9

B3175 P0805

LINDAHL, BROWNING & FERRARI, INC.

CONSULTING ENGINEERS, PLANNERS & SURVEYORS

Lennart E. Lindahl, P.E.
Jan. E. Browning, P.E., L.S.
Kenneth F. Ferrari, P.E.
Gary M.F. Rayman, L.S.

426 INDIANTOWN ROAD
951 COLORADO AVENUE

P.O. BOX 727
SUITE 410

JUPITER, FLORIDA 33458
STUART, FLORIDA 33494

TEL: (305) 746-9248
TEL: (305) 286-3683

UNIT 37 VIA DEL MAR - 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 140.00 feet; thence S 89°34'51" E, a distance of 392.67 feet to the POINT OF BEGINNING: Proceed thence S 89°34'51" E, a distance of 80.32 feet; thence S 02°42'33" E, a distance of 59.78 feet to a point on a curve concave to the North having a radius of 369.26 feet, and whose center bears N 26°35'22" W, thence Westerly along the arc of said curve, through a central angle of 12°56'29", a distance of 83.44 feet; thence N 00°25'09" E, a distance of 88.93 feet to the POINT OF BEGINNING.

Containing 5091 square feet: Subject to easements of record.

W. O. #73-360
November 14, 1978

EXHIBIT A-9

B3175 P0806

LINDAHL, BROWNING & FERRARI, INC.
CONSULTING ENGINEERS, PLANNERS & SURVEYORS

Lennart E. Lindahl, P.E.
Jan. E. Browning, P.E., L.S.
Kenneth F. Ferrari, P.E.
Gary M.F. Rayman, L.S.

426 INDIANTOWN ROAD
951 COLORADO AVENUE

P.O. BOX 727
SUITE 410

JUPITER, FLORIDA 33458
STUART, FLORIDA 33494

TEL: (305) 746-9248
TEL: (305) 286-3883

UNIT 38 VIA DEL MAR - 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 240.00 feet; thence S 89°34'51" E, a distance of 423.34 feet to the POINT OF BEGINNING: Proceed thence S 89°34'51" E, a distance of 53.65 feet; thence S 02°42'33" W, a distance of 100.08 feet; thence N 89°34'51" W, a distance of 49.64 feet; thence N 00°25'09" E, a distance of 100.00 feet to the POINT OF BEGINNING.

Containing 5164 square feet: Subject to easements of record.

W/O 73/360
November 14, 1978

EXHIBIT A-9

B3175 P0807

LINDAHL, BROWNING & FERRARI, INC.

CONSULTING ENGINEERS, PLANNERS & SURVEYORS

Lennart E. Lindahl, P.E.
Jan. E. Browning, P.E., L.S.
Kenneth F. Ferrari, P.E.
Gary M.F. Rayman, L.S.

426 INDIANTOWN ROAD
951 COLORADO AVENUE

P.O. BOX 727
SUITE 410

JUPITER, FLORIDA 33458
STUART, FLORIDA 33494

TEL: (305) 746-9248
TEL: (305) 286-3883

UNIT 40 VIA DEL MAR - 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 to the POINT OF BEGINNING. Proceed thence S 89°34'51" E, a distance of 91.33 feet; thence S 00°25'09" W, a distance of 100.00 feet; thence N 89°34'51" W, a distance of 91.33 feet; thence N 00°25'09" E, a distance of 100.00 feet to the POINT OF BEGINNING.

Containing 9133 square feet: Subject to easements of record.

W/O 73/360
November 14, 1978

EXHIBIT A-9

B3175 P0808

LINDAHL, BROWNING & FERRARI, INC.
CONSULTING ENGINEERS, PLANNERS & SURVEYORS

Lennar E. Lindahl, P.E.
Jan. E. Browning, P.E., L.S.
Kenneth F. Ferrari, P.E.
Gary M.F. Rayman, L.S.

426 INDIANTOWN ROAD
951 COLORADO AVENUE

P.O. BOX 727
SUITE 410

JUPITER, FLORIDA 33450
STUART, FLORIDA 33494

TEL: (305) 746-9248
TEL: (305) 266-3883

UNIT 41 VIA DEL MAR - 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 340.00 feet to the POINT OF BEGINNING; Proceed thence S 89°34'51" E, a distance of 91.33 feet; thence S 00°25'09" W, a distance of 100.00 feet; thence N 89°34'51" W, a distance of 91.33 feet; thence N 00°25'09" E, a distance of 100.00 feet to the POINT OF BEGINNING.

Containing .9133 square feet: Subject to easements of record.

W/O 73/360
November 14, 1978

EXHIBIT A-9

B3175 P0809

LINDAHL, BROWNING & FERRARI, INC.

CONSULTING ENGINEERS, PLANNERS & SURVEYORS

Lennart E. Lindahl, P.E.
Jan. E. Browning, P.E., L.S.
Kenneth F. Ferrari, P.E.
Gary M.F. Rayman, L.S.

426 INDIANTOWN ROAD P.O. BOX 727 JUPITER, FLORIDA 33458 TEL: (305) 746-9248
951 COLORADO AVENUE SUITE 410 STUART, FLORIDA 33994 TEL: (305) 286-3883

UNIT 42 VIA DEL MAR - 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 91.33 feet to the POINT OF BEGINNING; Proceed thence S 89°34'51" E, a distance of 47.33 feet; thence S 00°25'09" W, a distance of 100.00 feet; thence N 89°34'51" W, a distance of 47.33 feet; thence N 00°25'09" E, a distance of 100.00 feet to the POINT OF BEGINNING.

Containing 4733 square feet: Subject to easements of record.

W/O 73/360
November 14, 1978

EXHIBIT A-9

B3175 P0810

LINDAHL, BROWNING & FERRARI, INC.
CONSULTING ENGINEERS, PLANNERS & SURVEYORS

Lennart E. Lindahl, P.E.
Jan. E. Browning, P.E., L.S.
Kenneth F. Ferrari, P.E.
Gary M.F. Rayman, L.S.

426 INDIANTOWN ROAD P.O. BOX 727 JUPITER, FLORIDA 33458 TEL: (305) 746-9248
951 COLORADO AVENUE SUITE 410 STUART, FLORIDA 33494 TEL: (305) 286-3883

UNIT 43 VIA DEL MAR - 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 340.00 feet; thence S 89°34'51" E, a distance of 91.33 feet to the POINT OF BEGINNING: Proceed thence S 89°34'51" E, a distance of 47.33 feet; thence S 00°25'09" W, a distance of 100.00 feet; thence N 89°34'51" W, a distance of 47.33 feet; thence N 00°25'09" E, a distance of 100.00 feet to the POINT OF BEGINNING.

Containing 4733 square feet: Subject to easements of record.

W/O 73/360
November 14, 1978

EXHIBIT A-9

B3:175 P0811

LINDAHL, BROWNING & FERRARI, INC.
CONSULTING ENGINEERS, PLANNERS & SURVEYORS

Lennart E. Lindahl, P.E.
Jan. E. Browning, P.E., L.S.
Kenneth F. Ferrari, P.E.
Gary M.F. Rayman, L.S.

426 INDIANTOWN ROAD P.O. BOX 727 JUPITER, FLORIDA 33458 TEL: (305) 746-9248
951 COLORADO AVENUE SUITE 410 STUART, FLORIDA 33494 TEL: (305) 266-3683

UNIT 44 VIA DEL MAR - 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 138.66 feet to the POINT OF BEGINNING: Proceed thence S 89°34'51" E, a distance of 40.67 feet; thence S 00°25'09" W, a distance of 100.00 feet; thence N 89°34'51" W, a distance of 40.67 feet; thence N 00°25'09" E, a distance of 100.00 feet to the POINT OF BEGINNING.

Containing 4067 square feet. Subject to easements of record.

W/O 73/360
November 14, 1978

EXHIBIT A-9

B3175 P0812

LINDAHL, BROWNING & FERRARI, INC.
CONSULTING ENGINEERS, PLANNERS & SURVEYORS

Lennart E. Lindahl, P.E.
Jan. E. Browning, P.E., L.S.
Kenneth F. Ferrari, P.E.
Gary M.F. Rayman, L.S.

426 INDIANTOWN ROAD
951 COLORADO AVENUE

P.O. BOX 727
SUITE 410

JUPITER, FLORIDA 33458
STUART, FLORIDA 33494

TEL: (305) 746-9248
TEL: (305) 286-3883

UNIT 45 VIA DEL MAR - 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 340.00 feet; thence S 89°34'51" E, a distance of 138.66 feet to the POINT OF BEGINNING; Proceed thence S 89°34'51" E, a distance of 40.67 feet; thence S 00°25'09" W, a distance of 100.00 feet; thence N 89°34'51" W, a distance of 40.67 feet; thence N 00°25'09" E, a distance of 100.00 feet to the POINT OF BEGINNING.

Containing 4067 square feet. Subject to easements of record.

W/O 73/360
November 14, 1978

EXHIBIT A-9

B3175 P0813

LINDAHL, BROWNING & FERRARI, INC.
CONSULTING ENGINEERS, PLANNERS & SURVEYORS

Lennart E. Lindahl, P.E.
Jan. E. Browning, P.E., L.S.
Kenneth F. Ferrari, P.E.
Gary M.J. Rayman, L.S.

476 INDIANTOWN ROAD - P.O. BOX 727 JUMPER, FLORIDA 33458 TEL: (305) 746-9248
951 COLORADO AVENUE SUITE 410 STUART, FLORIDA 33494 TEL: (305) 286-3883

UNIT 45 VIA DEL MAR - 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 179.33 feet to the POINT OF BEGINNING; Proceed thence S 89°34'51" E, a distance of 40.67 feet; thence S 00°25'09" W, a distance of 100.00 feet; thence N 89°34'51" W, a distance of 40.67 feet; thence N 00°25'09" E, a distance of 100.00 feet to the POINT OF BEGINNING.

Containing 4067 square feet: Subject to easements of record.

W/O 73/360
November 14, 1978

EXHIBIT A-9

B3175 P0814

LINDAHL, BROWNING & FERRARI, INC.

CONSULTING ENGINEERS, PLANNERS & SURVEYORS

Lennart E. Lindahl, P.E.
Jon. E. Browning, P.E., L.S.
Kenneth F. Ferrari, P.E.
Gary M.F. Rayman, L.S.

426 INDIANTOWN ROAD P.O. BOX 727 JUPITER, FLORIDA 33458 TEL: (305) 746-9248
951 COLORADO AVENUE SUITE 410 STUART, FLORIDA 33494 TEL: (305) 286-3883

UNIT 7 VIA DEL MAR - 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 340.00 feet; thence S 89°34'51" E, a distance of 179.33 feet to the POINT OF BEGINNING: Proceed thence S 89°34'51" E, a distance of 40.67 feet; thence S 00°25'09" W, a distance of 100.00 feet; thence N 89°34'51" W, a distance of 40.67 feet; thence N 00°25'09" E, a distance of 100.00 feet to the POINT OF BEGINNING.

Containing 4067 square feet: Subject to easements of record.

W/O 73/360
November 14, 1978

EXHIBIT A-9

B3175 P0815

LINDAHL, BROWNING & FERRARI, INC.

CONSULTING ENGINEERS, PLANNERS & SURVEYORS

Lennart E. Lindahl, P.E.
Jan. L. Browning, P.E., L.S.
Kenneth F. Ferrari, P.E.
Gary M.F. Rayman, L.S.

426 INDIANTOWN ROAD P.O. BOX 727 JUPITER, FLORIDA 33458 TEL: (305) 746-9248
951 COLORADO AVENUE SUITE 410 STUART, FLORIDA 33494 TEL: (305) 286-3883

UNIT 48 VIA DEL MAR - 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 220.00 feet to the POINT OF BEGINNING: Proceed thence S 89°34'51" E, a distance of 40.67 feet; thence S 00°25'09" W, a distance of 100.00 feet; thence N 89°34'51" W, a distance of 40.67 feet; thence N 00°25'09" E, a distance of 100.00 feet to the POINT OF BEGINNING.

Containing 4067 square feet: Subject to easements of record.

W/O 73/360
November 14, 1978

EXHIBIT A-9

B3175 P0816

LINDAHL, BROWNING & FERRARI, INC.

CONSULTING ENGINEERS, PLANNERS & SURVEYORS

Lennart E. Lindahl, P.E.
Jan. E. Browning, P.E., L.S.
Kenneth F. Ferrari, P.E.
Gary M.F. Rayman, L.S.

426 INDIANTOWN ROAD
951 COLORADO AVENUE

P.O. BOX 727
SUITE 410

JUPITER, FLORIDA 33458
STUART, FLORIDA 33494

TEL: (305) 746-9248
TEL: (305) 286-3883

UNIT 49 VIA DTL MAR - 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 340.00 feet; thence S 89°34'51" E, a distance of 220.00 feet to the POINT OF BEGINNING: Proceed thence S 89°34'51" E, a distance of 38.33 feet; thence S 00°25'09" W, a distance of 100.00 feet; thence N 89°34'51" W, a distance of 38.33 feet; thence N 00°25'09" E, a distance of 100.00 feet to the POINT OF BEGINNING.

Containing 3833 square feet: Subject to easements of record.

W/O 73/360
November 14, 1978

EXHIBIT A-9

B3175 P0817

LINDAHL, BROWNING & FERRARI, INC.

CONSULTING ENGINEERS, PLANNERS & SURVEYORS

Lennart E. Lindahl, P.E.
Jan. E. Browning, P.E., L.S.
Kenneth F. Ferrari, P.E.
Gary M.F. Rayman, L.S.

426 INDIANTOWN ROAD P.O. BOX 727 JUPITER, FLORIDA 33458 TEL: (305) 746-9248
951 COLORADO AVENUE SUITE 410 SIDIARI, FLORIDA 33494 TEL: (305) 286-3683

UNIT 50 VIA DEL MAR - 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 260.67 feet to the POINT OF BEGINNING: Proceed thence S 89°34'51" E, a distance of 40.67 feet; thence S 00°25'09" W, a distance of 100.00 feet; thence N 89°34'51" W, a distance of 40.67 feet; thence N 00°25'09" E, a distance of 100.00 feet to the POINT OF BEGINNING.

Containing 4067 square feet: Subject to easements of record.

W/O 73/360
November 14, 1978

EXHIBIT A-9

B3175 P0818

LINDAHL, BROWNING & FERRARI, INC.

CONSULTING ENGINEERS, PLANNERS & SURVEYORS

Lennart E. Lindahl, P.E.
Jan. E. Browning, P.E., L.S.
Kenneth F. Ferrari, P.E.
Gary M.F. Rayman, L.S.

426 INDIANTOWN ROAD
951 COLORADO AVENUE

P.O. BOX 727
SUITE 410

JUPITER, FLORIDA 33458
STUART, FLORIDA 33494

TEL: (305) 746-9248
TEL: (305) 266-3883

UNIT 51 VIA DE MAR - 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 340.00 feet; thence S 89°34'51" E, a distance of 258.33 feet to the POINT OF BEGINNING: Proceed thence S 89°34'51" E, a distance of 46.33 feet; thence S 00°25'09" W, a distance of 100.00 feet; thence N 89°34'51" W, a distance of 46.33 feet; thence N 00°25'09" E, a distance of 100.00 feet to the POINT OF BEGINNING.

Containing 4633 square feet: Subject to easements of record.

W/O 73/360
November 14, 1978

EXHIBIT A-9

B3175 P0819

LINDAHL, BROWNING & FERRARI, INC.

CONSULTING ENGINEERS, PLANNERS & SURVEYORS

Jennart E. Lindahl, P.E.
Jan. E. Browning, P.E., L.S.
Kenneth F. Ferrari, P.E.
Gary M.F. Rayman, L.S.

426 INDIANTOWN ROAD
951 COLORADO AVENUE

P.O. BOX 727
SUITE 410

JUPITER, FLORIDA 33458
STUART, FLORIDA 33494

TEL: (305) 746-9248
TEL: (305) 286-3883

UNIT 52 VIA DE MAR - 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 301.34 feet to the POINT OF BEGINNING: Proceed thence S 89°34'51" E, a distance of 47.33 feet; thence S 00°25'09" W, a distance of 100.00 feet; thence N 89°34'51" W, a distance of 47.33 feet; thence N 00°25'09" E, a distance of 100.00 feet to the POINT OF BEGINNING.

Containing 4733 square feet: Subject to easements of record.

W/O 73/360
November 14, 1978

EXHIBIT A-9

B3175 P0820

LINDAHL, BROWNING & FERRARI, INC.

(CONSULTING, ENGINEERS, PLANNERS & SURVEYORS)

Lennart E. Lindahl, P.E.
Jan. E. Browning, P.E., L.S.
Kenneth F. Ferrari, P.E.
Gary M.F. Rayman, L.S.

426 INDIANTOWN ROAD
951 COLORADO AVENUE

P.O. BOX 727
SUITE 410

JUPITER, FLORIDA 33458
STUART, FLORIDA 33494

TEL: (305) 746-9248
TEL: (305) 286-3883

UNIT 53 VIA DEY MAR - 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 340.00 feet; thence S 89°34'51" E, a distance of 304.66 feet to the POINT OF BEGINNING; Proceed thence S 89°34'51" E, a distance of 40.67 feet; thence S 00°25'09" W, a distance of 100.00 feet; thence N 89°34'51" W, a distance of 40.67 feet; thence N 00°25'09" E, a distance of 100.00 feet to the POINT OF BEGINNING.

Containing 4067 square feet: Subject to easements of record.

W/O 73/360
November 14, 1978

EXHIBIT A-9

B3175 P0821

LINDAHL, BROWNING & FERRARI, INC.

CONSULTING ENGINEERS, PLANNERS & SURVEYORS

Lennart E. Lindahl, P.E.
Jan. E. Browning, P.E., L.S.
Kenneth F. Ferrari, P.E.
Gary M.F. Rayman, L.S.

426 INDIAN CROWN ROAD P.O. BOX 727 JUMPER, FLORIDA 33458 TEL: (305) 746-9246
951 COLONIAUX AVENUE SUITE 410 STUART, FLORIDA 33494 TEL: (305) 286-3883

UNIT 54 VIA DEL MAR - 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 348.67 feet to the POINT OF BEGINNING: Proceed thence S 89°34'51" E, a distance of 40.67 feet; thence S 00°25'09" W, a distance of 100.00 feet; thence N 89°34'51" W, a distance of 40.67 feet; thence N 00°25'09" E, a distance of 100.00 feet to the POINT OF BEGINNING.

Containing 4067 square feet: Subject to easements of record.

W/O 73/360
November 14, 1978

EXHIBIT A-9 -

B3175 P0822

LINDAHL, BROWNING & FERRARI, INC.

CONSULTING ENGINEERS, PLANNERS & SURVEYORS

Lennart E. Lindahl, P.E.
Jan. E. Browning, P.E., L.S.
Kenneth F. Ferrari, P.E.
Gary M.F. Rayman, L.S.

426 INDIANTOWN ROAD, P.O. BOX 727 JUPITER, FLORIDA 33458 TEL: (305) 746-9248
951 COLORADO AVENUE SUITE 410 STUART, FLORIDA 33494 TEL: (305) 286-3883

UNIT 55 VIA DEER MAR - 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 340.00 feet; thence S 89°34'51" E, a distance of 345.33 feet to the POINT OF BEGINNING: Proceed thence S 89°34'51" E, a distance of 40.67 feet; thence S 00°25'09" W, a distance of 100.00 feet; thence N 89°34'51" W, a distance of 40.67 feet; thence N 00°25'09" E, a distance of 100.00 feet to the POINT OF BEGINNING.

Containing 4067 square feet: Subject to easements of record.

W/O 73/360
November 14, 1978

EXHIBIT A-9

B3175 P0823

LINDAHL, BROWNING & FERRARI, INC.
CONSULTING ENGINEERS, PLANNERS & SURVEYORS

Lennart E. Lindahl, P.E.
Jan. E. Browning, P.E., L.S.
Kenneth F. Ferrari, P.E.
Gary M.F. Rayman, L.S.

426 INDIANTOWN ROAD
951 COLORADO AVENUE

P.O. BOX 727
SUITE 410

JUMPER, FLORIDA 33458
STUART, FLORIDA 33494

TEL: (305) 746-9248
TEL: (305) 286-3683

UNIT 56 VIA DEL MAR - 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 389.34 feet to the POINT OF BEGINNING: Proceed thence S 89°34'51" E, a distance of 40.67 feet; thence S 00°25'09" W, a distance of 100.00 feet; thence N 89°34'51" W, a distance of 40.67 feet; thence N 00°25'09" E, a distance of 100.00 feet to the POINT OF BEGINNING.

Containing 4067 square feet. Subject to easements of record.

W/O 73/360
November 14, 1978

EXHIBIT A-9

B3175 P0824

LINDAHL, BROWNING & FERRARI, INC.

CONSULTING ENGINEERS, PLANNERS & SURVEYORS

Kenneth E. Lindahl, P.E.
Jan. E. Browning, P.E., L.S.
Kenneth F. Ferrari, P.E.
Gary M.F. Rayman, L.S.

426 INDIANTOWN ROAD P.O. BOX 727 JUPITER, FLORIDA 33458 TEL: (305) 746-9248
951 COLORADO AVENUE SUITE 410 STUART, FLORIDA 33494 TEL: (305) 286-3883

UNIT 57 VIA DEL MAR - 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 340.00 feet; thence S 89°34'51" E, a distance of 386.00 feet to the POINT OF BEGINNING: Proceed thence S 89°34'51" E, a distance of 40.67 feet; thence S 00°25'09" W, a distance of 100.00 feet; thence N 89°34'51" W, a distance of 40.67 feet; thence N 00°25'09" E, a distance of 100.00 feet to the POINT OF BEGINNING.

Containing 4067 square feet: Subject to easements of record.

W/O 73/360
November 14, 1978

EXHIBIT A-9

B9175 P0825

LINDAHL, BROWNING & FERRARI, INC.
CONSULTING ENGINEERS, PLANNERS & SURVEYORS

Lennart E. Lindahl, P.E.
Jan. E. Browning, P.E., L.S.
Kenneth F. Ferrari, P.E.
Gary M.F. Rayman, L.S.

476 INDIANTOWN ROAD P.O. BOX 727 JUPITER, FLORIDA 33458 TEL: (305) 746-9248
951 COLORADO AVENUE SUITE 410 STUART, FLORIDA 33494 TEL: (305) 266-3083

UNIT 58 VIA DEL MAR - 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 430.01 feet to the POINT OF BEGINNING; Proceed thence S 89°34'51" E, a distance of 54.98 feet; thence S 02°42'33" W, a distance of 100.08 feet; thence N 89°34'51" W, a distance of 50.98 feet; thence N 00°25'09" E, a distance of 100.00 feet to the POINT OF BEGINNING.

Containing 5298 square feet: Subject to easements of record.

W/O 73/360
November 14, 1978

EXHIBIT A-2.

B3175 P0826

LINDAHL, BROWNING & FERRARI, INC.
CONSULTING ENGINEERS, PLANNERS & SURVEYORS

Lennart E. Lindahl, P.E.
Jan. E. Browning, P.E., L.S.
Kenneth F. Ferrari, P.E.
Gary M.F. Rayman, L.S.

426 INDIANTOWN ROAD P.O. BOX 727 JUPITER, FLORIDA 33458 TEL: (305) 746-9248
951 COLORADO AVENUE SUITE 410 STUART, FLORIDA 33494 TEL: (305) 286-3883

UNIT 59 VIA DEL MAR - 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 340.00 feet; thence S 89°34'51" E, a distance of 426.67 feet to the POINT OF BEGINNING: Proceed thence S 89°34'51" E, a distance of 54.32 feet; thence S 02°42'33" W, a distance of 100.08 feet; thence N 89°34'51" W, a distance of 50.32 feet; thence N 00°25'09" E, a distance of 100.00 feet to the POINT OF BEGINNING.

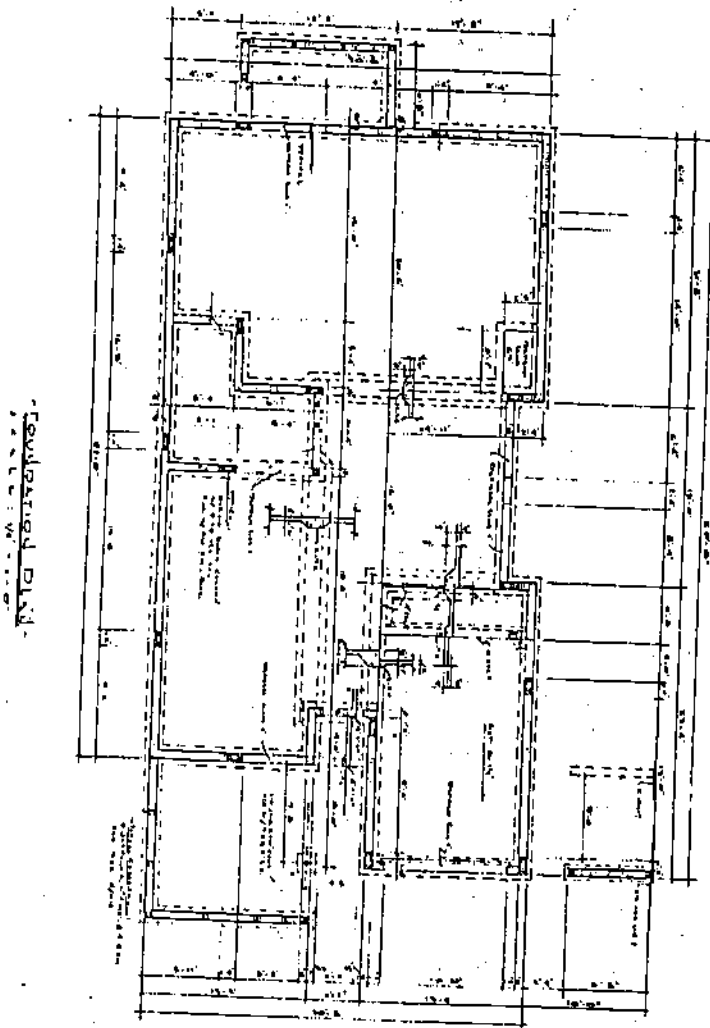
Containing 5232 square feet: Subject to easements of record.

W/O 73/360
November 14, 1978

EXHIBIT A-9

B3175 P0827

Foundation Plan for A-Type Units

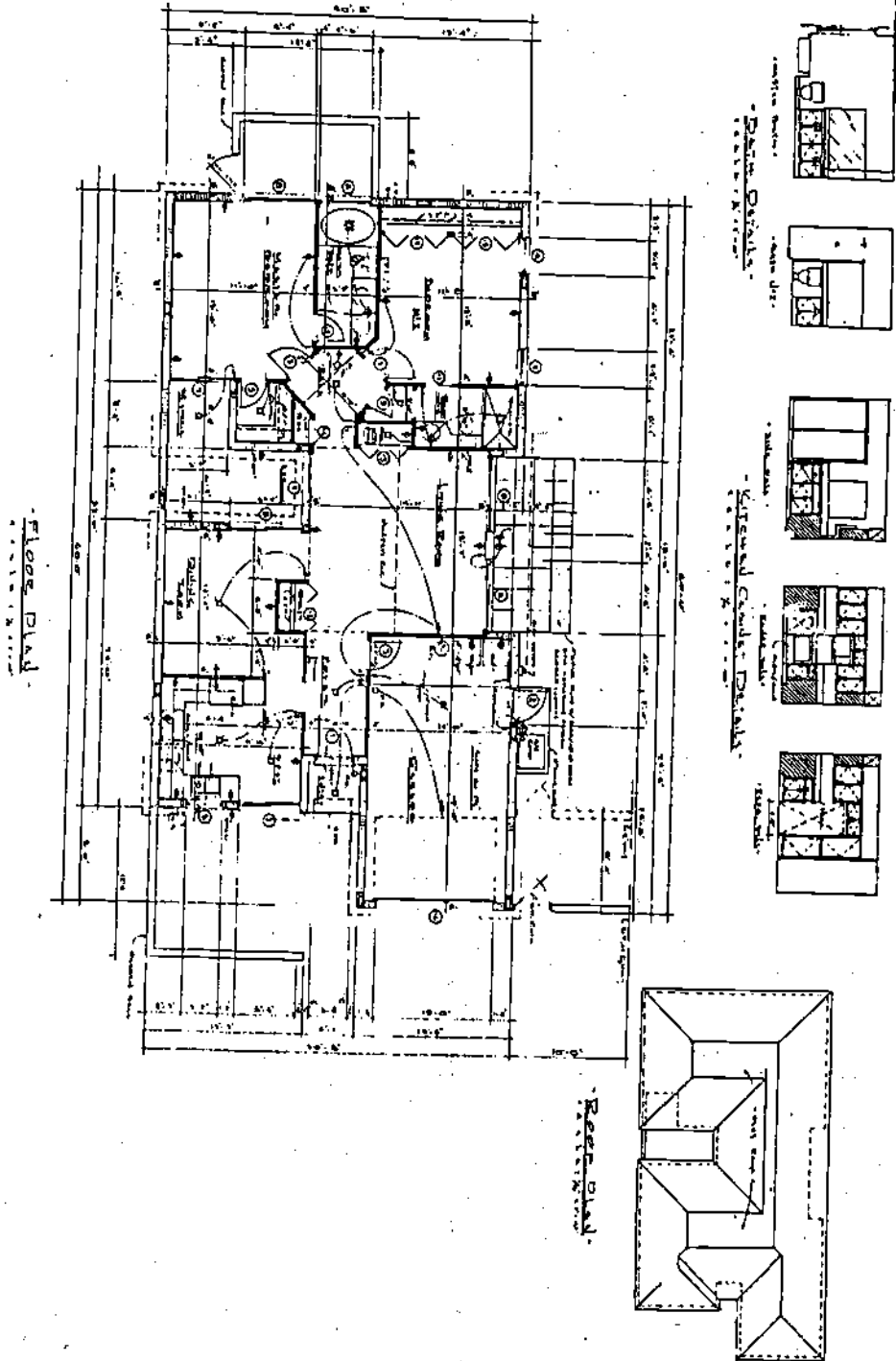


A

EXHIBIT B-1

A-1	78-03	NORMAN N. ROBSON architect		VIA DEL MAS CONDOMINIUMS		<small> REGISTERED ARCHITECT STATE OF FLORIDA NO. 12345 EXPIRES 12/31/88 </small>
	<small>FOR DEVELOPMENT ONLY & NOT FOR CONSTRUCTION OF ANY OTHER PROJECT</small>			UNIT 101		

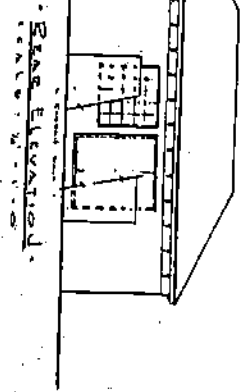
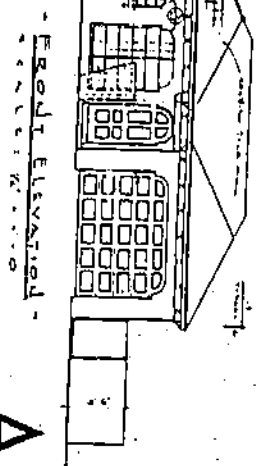
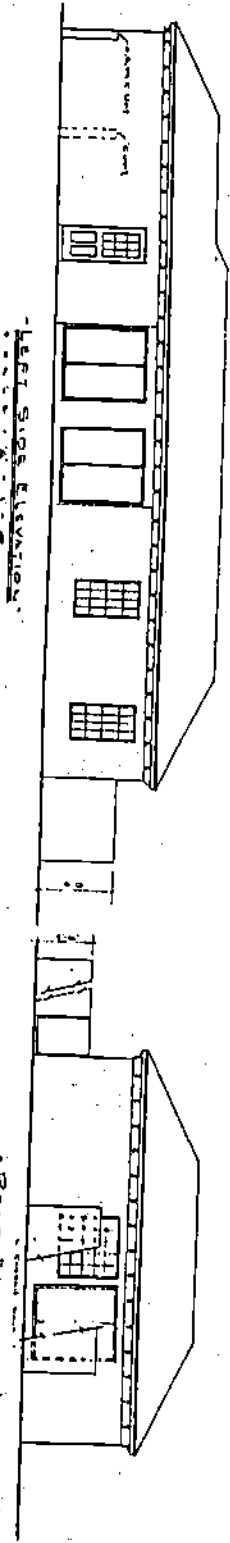
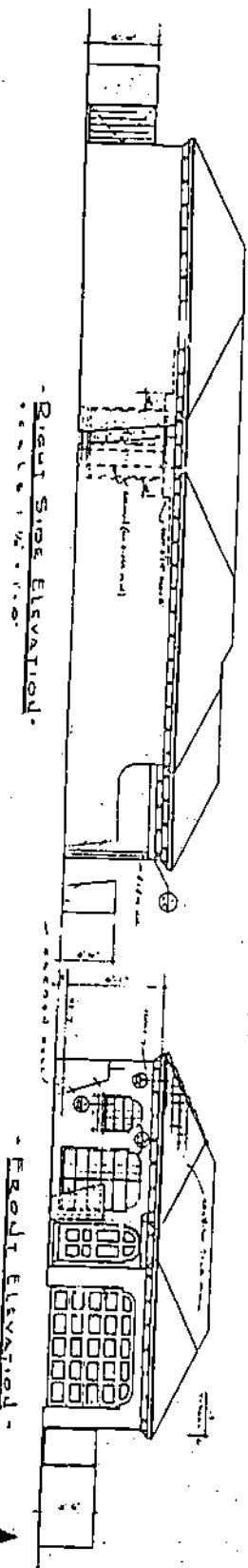
Floor Plan for A-Type Units



A

EXHIBIT B-2

A-2	78-03		NORMAN S. JOHNSON architect	VIA DEL MAR Condominiums Jupiter Florida		
	<small>1000 N.W. 11th Street, Fort Lauderdale, Florida 33304-1100</small>					



A

EXHIBIT B-3

A-3	78-03	NORMAN N. ROHSON Architect		VIA DEL MAR Condominiums		11/27/78 11/27/78 11/27/78 11/27/78
				JUNIOR	PLANNING	

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

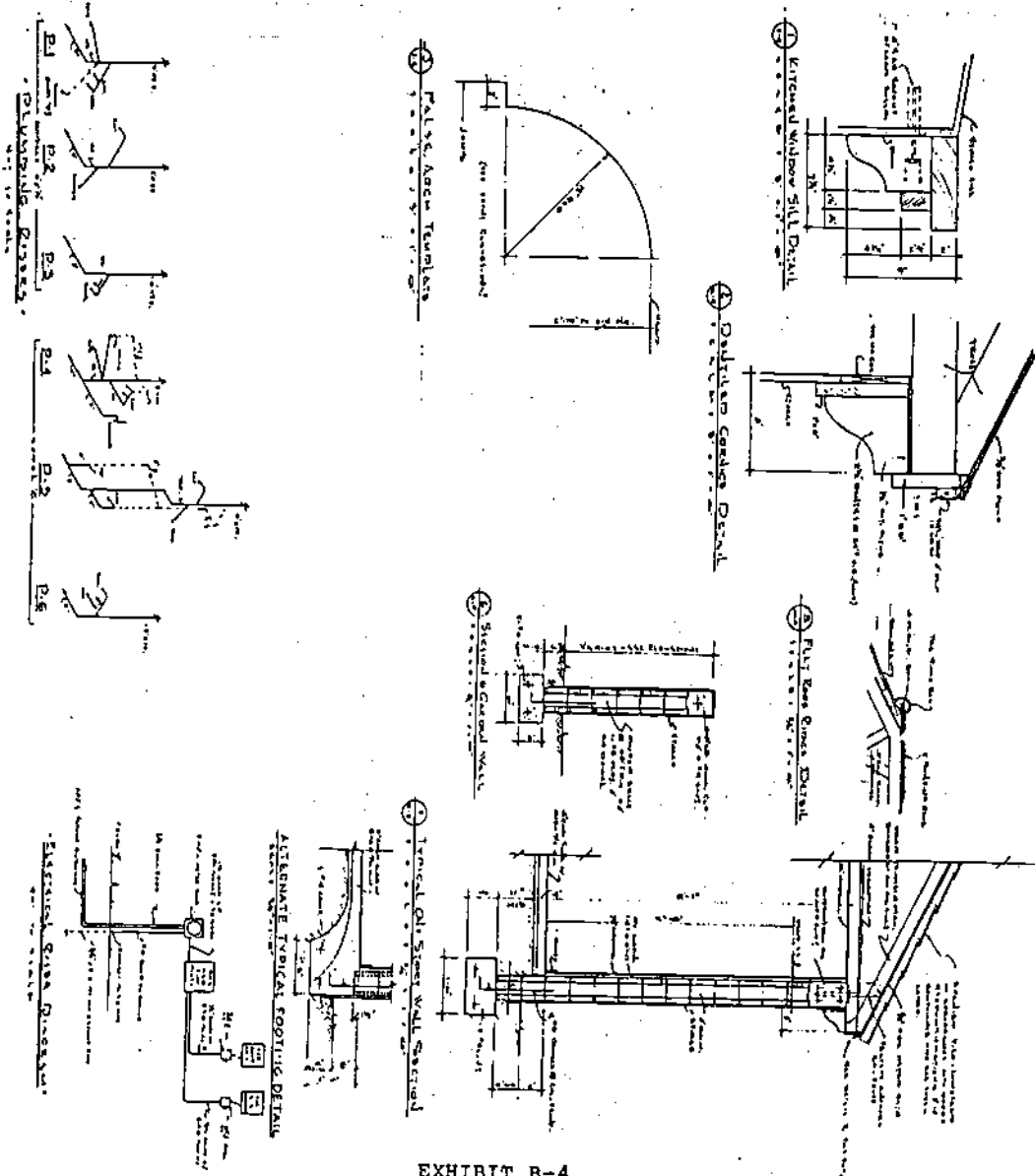


EXHIBIT B-4

A.B.C

CLASSIFICATION SYMBOLS		CLASSIFICATION SYMBOLS		CLASSIFICATION SYMBOLS		CLASSIFICATION SYMBOLS	
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49	50	51	52	53	54	55	56
57	58	59	60	61	62	63	64
65	66	67	68	69	70	71	72
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Standard Callouts:
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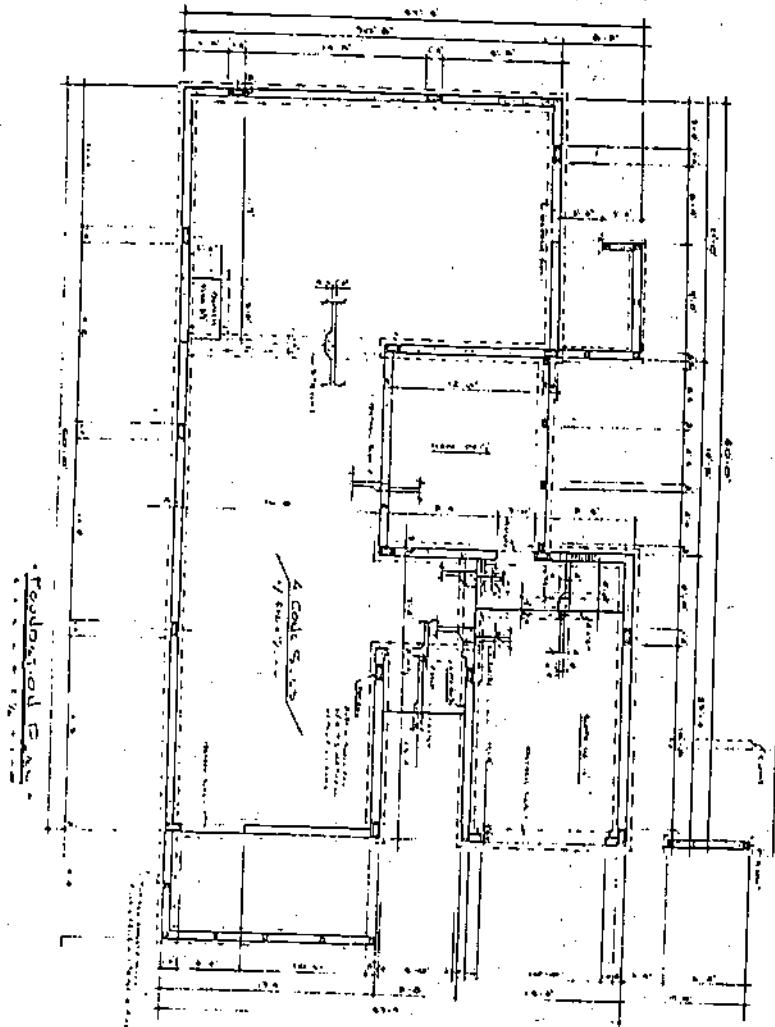
A-4 **78-03** **NOBLE & ROUSON** architect

VIA DEL MAR CONDOMINIUMS

10000



PLANNING

Foundation Plan for B-Type Unit

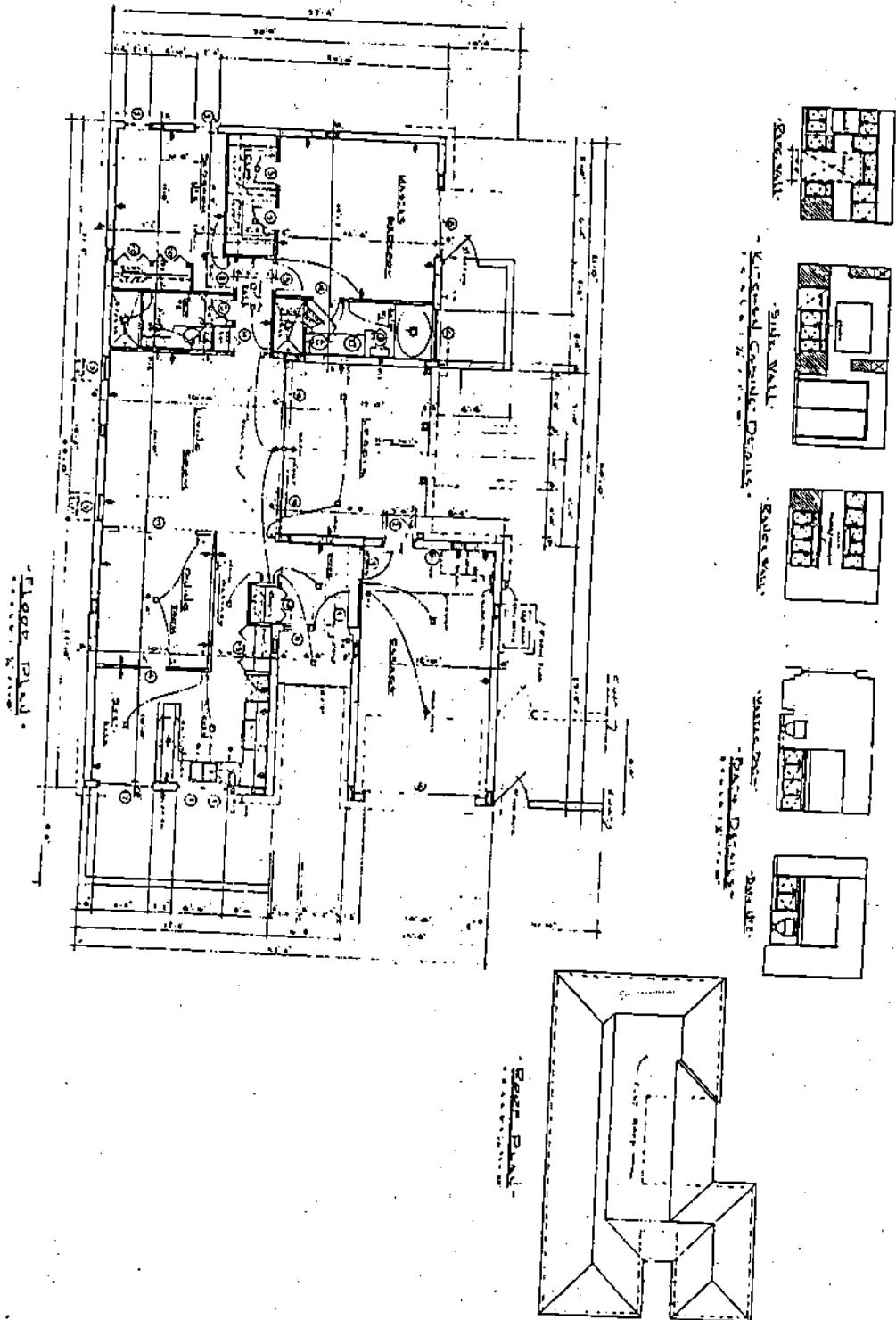


B

EXHIBIT B-5



A-1	78-03	NORMAN N. ROILSON architect		Via Del Mar Condominiums		DATE	BY
						REVISION	BY

Floor Plan for B-Type Unit

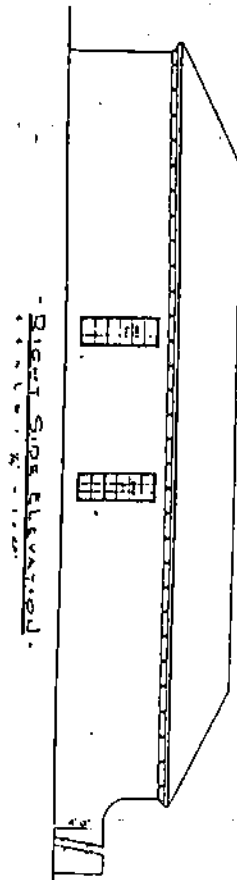


B

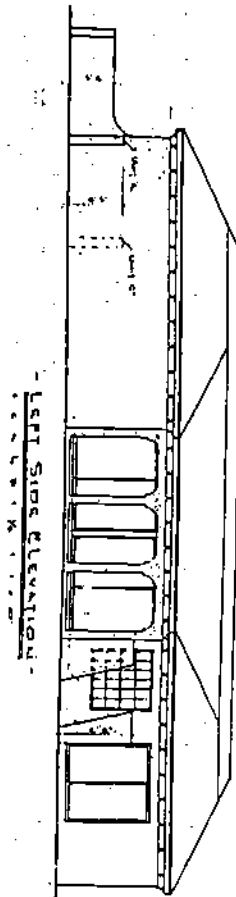
EXHIBIT B-6

A-7	78-03	NORMAN N. ROBINSON architect		VIA DEL. LEG. CHARTER, 1973		FILED 1978 NOV 21 10 11 AM HARRISBURG, PA.
				1st FLOOR		

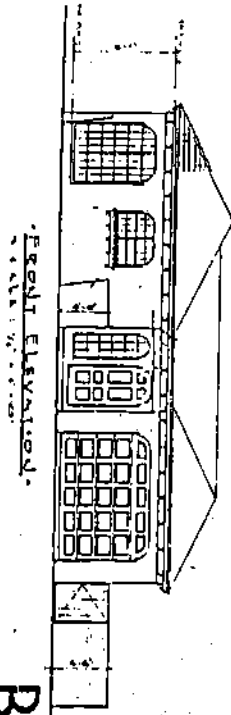
Elevations for B-Type Units



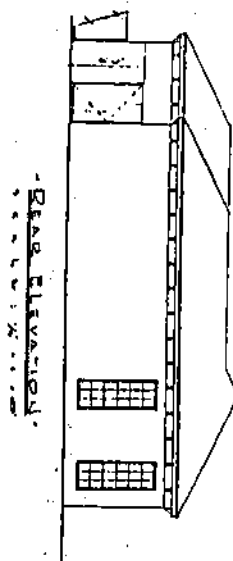
- RIGHT SIDE ELEVATION -



- LEFT SIDE ELEVATION -



- FRONT ELEVATION -



- REAR ELEVATION -

B

EXHIBIT B-7

A-3	78-03	LEWIS & HOBSON Architects		VIA DEL MAR CONDOMINIUMS		<table border="1"> <tr><td>DATE</td><td>1/11/78</td></tr> <tr><td>BY</td><td>...</td></tr> <tr><td>CHECKED</td><td>...</td></tr> <tr><td>APPROVED</td><td>...</td></tr> </table>	DATE	1/11/78	BY	...	CHECKED	...	APPROVED	...
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BY	...													
CHECKED	...													
APPROVED	...													
PLANS	...													

AMENDMENT TO DECLARATION OF CONDOMINIUM
FOR VIA DEL MAR

TO ADD PHASE _____, BUILDING _____

WHEREAS, J. RICHARD HARRIS, as Trustee, hereinafter referred to as "Developer", has executed and filed for record the Declaration of Condominium for VIA DEL MAR, recorded in Official Record Book _____, page _____, of the Public Records of Palm Beach County, Florida; and,

WHEREAS, VIA DEL MAR is a phase condominium as defined by Florida Statutes 718.403 and as described in Section 5 of the Declaration of Condominium for VIA DEL MAR; and,

WHEREAS, Developer has completed construction of Phase _____ 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 is hereby amended as follows:

1. Paragraph 1.9 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, expense, and surplus are adjusted and computed in accordance with paragraph 5.7.

3. Attached to this Amendment as Exhibit B and incorporated into the Declaration of Condominium is a Survey of the lands and improvements which comprise Phase _____.

4. Attached to this Amendment as Exhibit C and incorporated into the Declaration of Condominium are the Floor Plans for Phase _____.

5. Attached to this Amendment as Exhibit D and incorporated into the Declaration of Condominium is the Certificate of Registered Surveyor required by Florida Statutes 718.104 certifying as to Phase _____.

EXECUTED in accordance with Florida Statutes 718.403 and paragraph 5.10 of the Declaration of Condominium for VIA DEL MAR this _____ day of _____, 19____.

Signed, sealed and delivered in the presence of:

J. RICHARD HARRIS, Individually and as Trustee

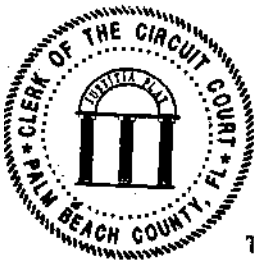
STATE OF FLORIDA)
COUNTY OF PALM BEACH)

I HEREBY CERTIFY that on this day, personally appeared before me, an officer duly authorized in the County and State aforesaid to take acknowledgments, J. RICHARD HARRIS, Individually and as Trustee, to me known to be the person who executed the foregoing instrument.

WITNESS my hand and official seal in the State and County last aforesaid this _____ day of _____, 19____.

Notary Public

My commission expires:



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 Ollison
Deputy Clerk

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

CERTIFICATE OF AMENDMENT OF THE
DECLARATION OF CONDOMINIUM OF
VIA DEL MAR, A CONDOMINIUM

WHEREAS, the DECLARATION OF CONDOMINIUM OF VIA DEL MAR, A CONDOMINIUM was recorded in Official Record Book 3178, Page 0726, Public Records of Palm Beach County, Florida, and was amended thereafter;

WHEREAS, through scrivener's error by the Developer, the exhibits for the foundation plan, floor plan, elevation and wall sections and stairs for the C type units were never attached to the Declaration of Condominium;

WHEREAS, a meeting of the Board of Directors of the Association was held on August 8, 1988, which was duly noticed, at which there was a quorum and at which a majority of the entire Board of Directors did vote to correct the above-mentioned scrivener's error, and did thereby vote to amend the Declaration of Condominium in the various particulars as set forth in Exhibit "1" attached hereto;

WHEREAS, a Certificate of the surveyor attesting to the improvements as to the C type units as being substantially complete is attached to this Certificate;

WHEREAS, the amendments, the Certificate from the surveyor and this Certificate of Amendment shall be filed and recorded in the Public Records of Palm Beach County, Florida.

NOW, THEREFORE, the DECLARATION OF CONDOMINIUM OF VIA DEL MAR, A CONDOMINIUM is hereby amended in the particulars as stated in Exhibit "1" attached hereto; said amendments shall run with the real property known as VIA DEL MAR, A CONDOMINIUM, and shall be binding on all parties having any right, title, or interest in the said real property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof; and except as otherwise amended hereby, the Declaration of Condominium shall remain unchanged and in full force and effect.

CERTIFICATE OF ADOPTION OF AMENDMENTS

WE HEREBY CERTIFY that the attached Amendments were duly adopted as Amendments to the DECLARATION OF CONDOMINIUM OF VIA DEL MAR, A CONDOMINIUM and that a majority of the entire Board of Directors at a duly scheduled and held meeting at which a quorum was present; did vote and approve same.

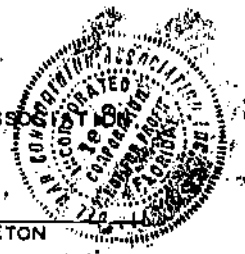
DATED THIS 25th day of August, 1988.

WITNESSES:

VIA DEL MAR CONDOMINIUM ASSOCIATION
INC.

Elizabeth Middleton

BY: *Ray F. Middleton*
PRESIDENT: RAY F. MIDDLETON



Amelia Parker

ATTEST: *Lois E. Graffius*
SECRETARY: LOIS E. GRAFFIUS

THIS INSTRUMENT PREPARED BY:

LEVINE AND FRANK, P.A.
3300 PGA Boulevard, Suite 800
Palm Beach Gardens, FL 33410
Telephone: (407) 626-4700
Office: 1000 West Palm Beach Blvd., Suite 1000
Palm Beach, Florida 33411
as his free act and choice, and
that the official seal of the
Instrument is hereby and

STATE OF NEW YORK)
SUFFOLK)ss
COUNTY OF MASSAU)

I HEREBY CERTIFY that on this 25TH day of August, 1988, before me personally appeared RAY F. MIDDLETON, President of the VIA DEL MAR CONDOMINIUM ASSOCIATION, INC., a Florida not-for-profit Corporation, to me known to be the individual and officer described in and who executed the aforesaid Certification as his free act and deed as such duly authorized officer; and that the official seal of the Corporation is duly affixed and the instrument is the act and deed of the Corporation.

WITNESS my signature and official seal at Malverle
in the County of Massau, State of New York, the day and year
last aforesaid. SUFFOLK

GERALD A. BLOOMGARDEN
NOTARY PUBLIC, State of New York
No. 41-832100 - Suffolk County
Cert. filed in Suffolk County
Term Expires NOV. 20, 1988

Gerald A. Bloomgarden
NOTARY PUBLIC, State of New York
at Large

My Commission Expires:

STATE OF FLORIDA)
)ss
COUNTY OF PALM BEACH)

I HEREBY CERTIFY that on this 25TH day of August, 1988, before me personally appeared LOIS E. GRAFFIUS, Secretary of the VIA DEL MAR CONDOMINIUM ASSOCIATION, INC., a Florida not-for-profit Corporation, to me known to be the individual and officer described in and who executed the aforesaid Certification as her free act and deed as such duly authorized officer; and that the official seal of the Corporation is duly affixed and the instrument is the act and deed of the Corporation.

WITNESS my signature and official seal at Capri
in the County of Palm Beach, State of Florida, the day and year
last aforesaid.

Annella P. ...
NOTARY PUBLIC, State of Florida
at Large

My Commission Expires: 6/30/89



A:VIAD400.01-02

EXHIBIT "1"

AMENDMENTS TO THE DECLARATION OF CONDOMINIUM OF
VIA DEL MAR, A CONDOMINIUM

As used herein the following shall apply:

A. Words in the text which are lined through with hyphens (---) indicate deletions from the present text.

B. Words in the text which are underlined indicate additions to the present text.

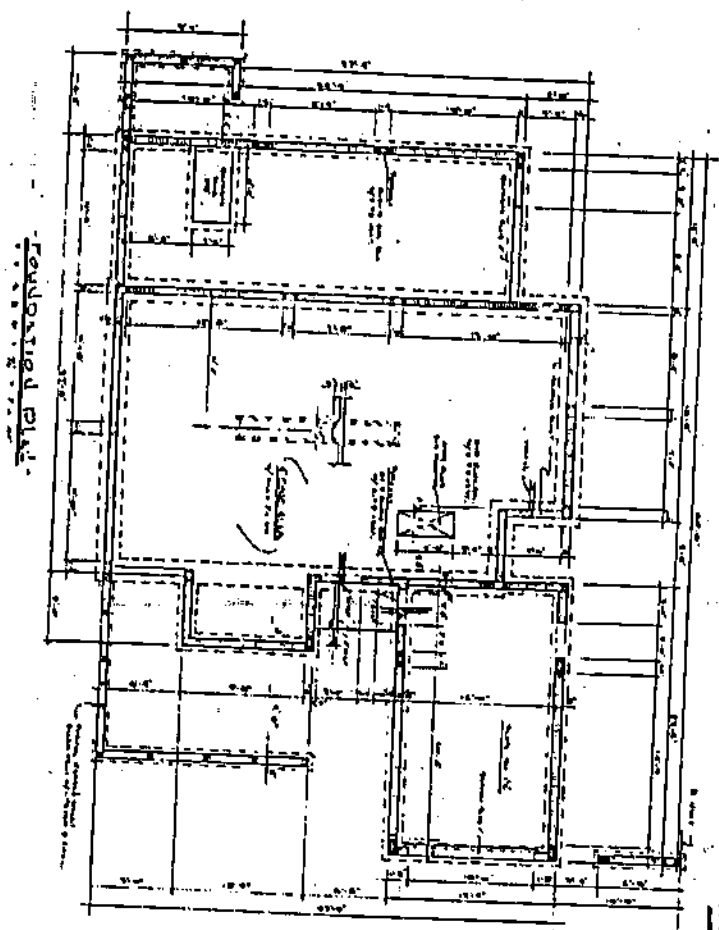
1. The following provisions shall be added to Article 3.3 of the Declaration of Condominium:

<u>Foundation Plan for C type units</u>	<u>B-8</u>
<u>Floor Plans for C type units</u>	<u>B-9</u>
<u>Elevations for C type units</u>	<u>B-10</u>
<u>Wall Sections and Stairs for C type units</u>	<u>B-11</u>

2. Attached hereto and made a part hereof are the exhibits for the foundation plan, floor plan, elevation, wall sections and stairs for the C type units, as to the C type units, numbered Exhibits B-8, B-9, B-10 and B-11; these Exhibits were erroneously omitted as a scrivener's error from the originally recorded Declaration of Condominium.

A:VIAD400.03

Foundation Plan for C-Type Unit

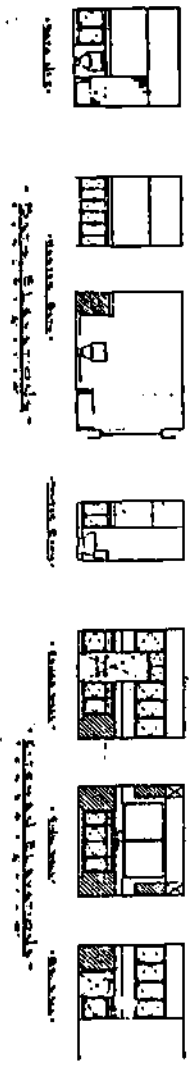
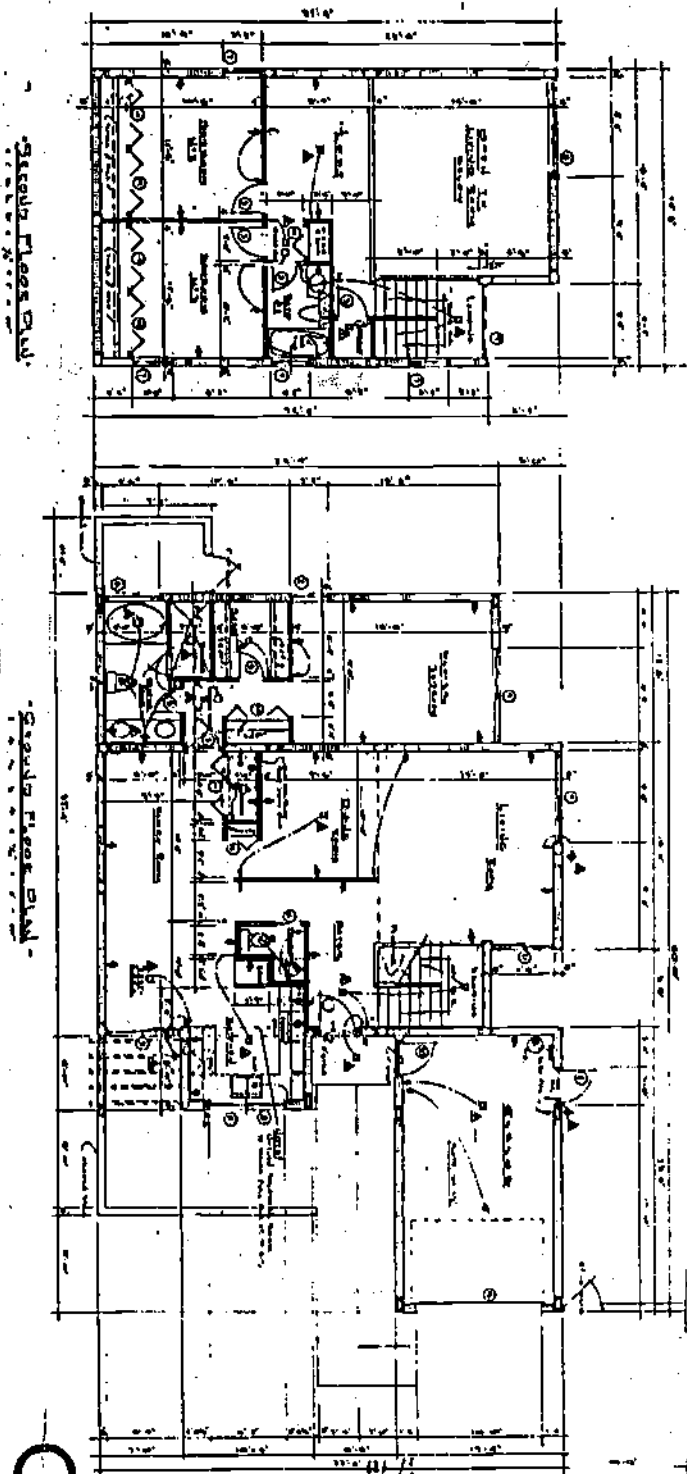


RECORDED'S MEMO: Legibility of Writing, Typing or Printing unsatisfactory in this document when received.

EXHIBIT B-8

A-1	78-03	NORMAN S. ROUSSEAU architect		VIA DEL MAR Condominiums		<table border="1"> <tr><td>SEARCHED</td><td>INDEXED</td></tr> <tr><td>SERIALIZED</td><td>FILED</td></tr> </table>	SEARCHED	INDEXED	SERIALIZED	FILED
		SEARCHED		INDEXED						
SERIALIZED	FILED									
JUN 1988	FLORIDA									

Floor Plans for C-Type Unit



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

EXHIBIT B-9

<p>A-2 78-03</p>	<p>JOHNAN S. ROBINSON architect</p>		<p>VIA DEL MAR Condominiums JULY 1988</p>	<p>FLORIDA</p>
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Elevations for C-Type Unit

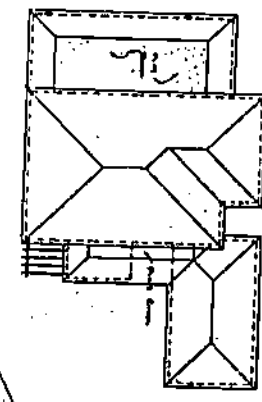
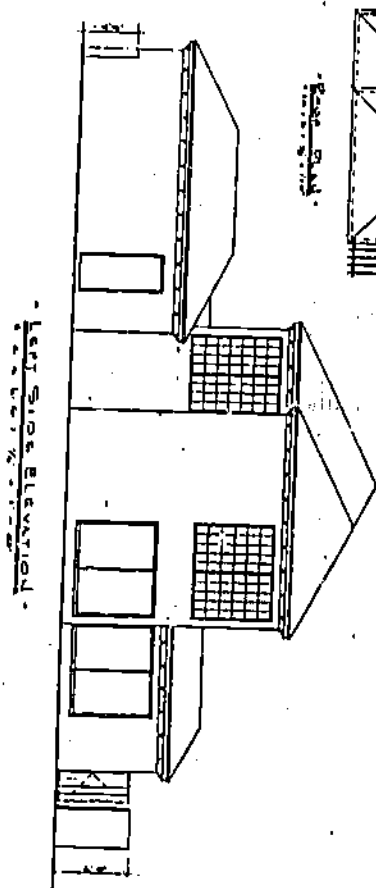
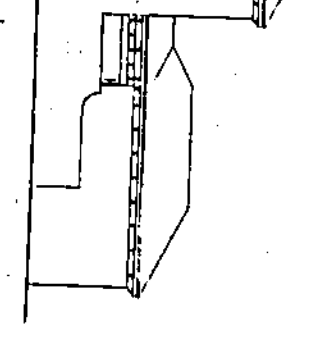
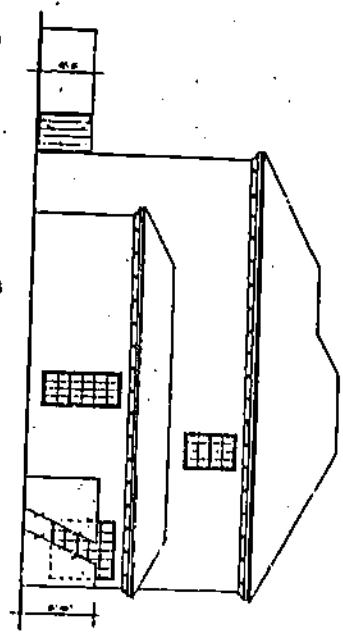
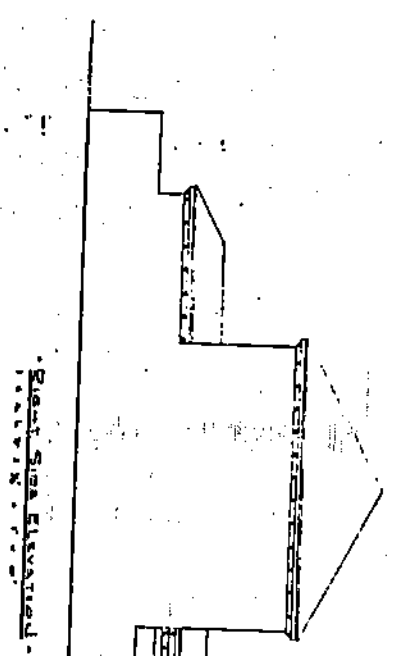


EXHIBIT B-10

A-3

78-03

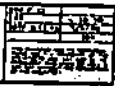
NORMAN N. ROBSON
Architect



VIA DEL MAR CONDOMINIUMS

UNIT 10

FLORIDA



Wall Sections and Stairs for C-1,pe Unit

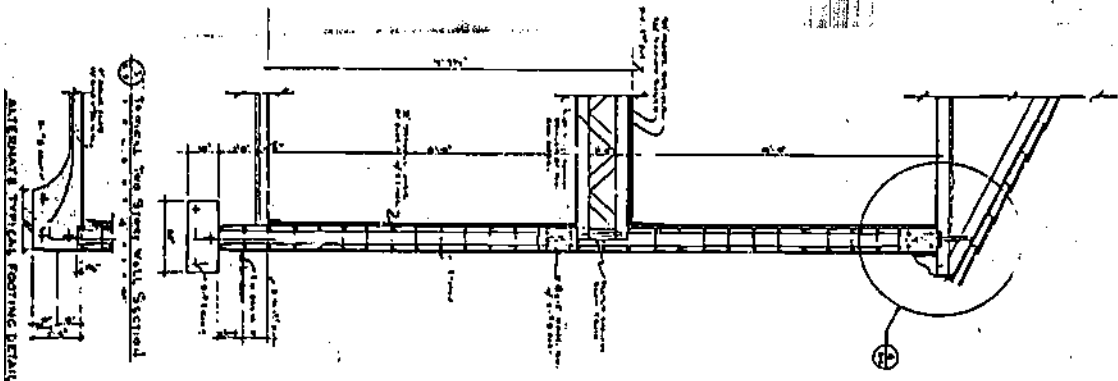
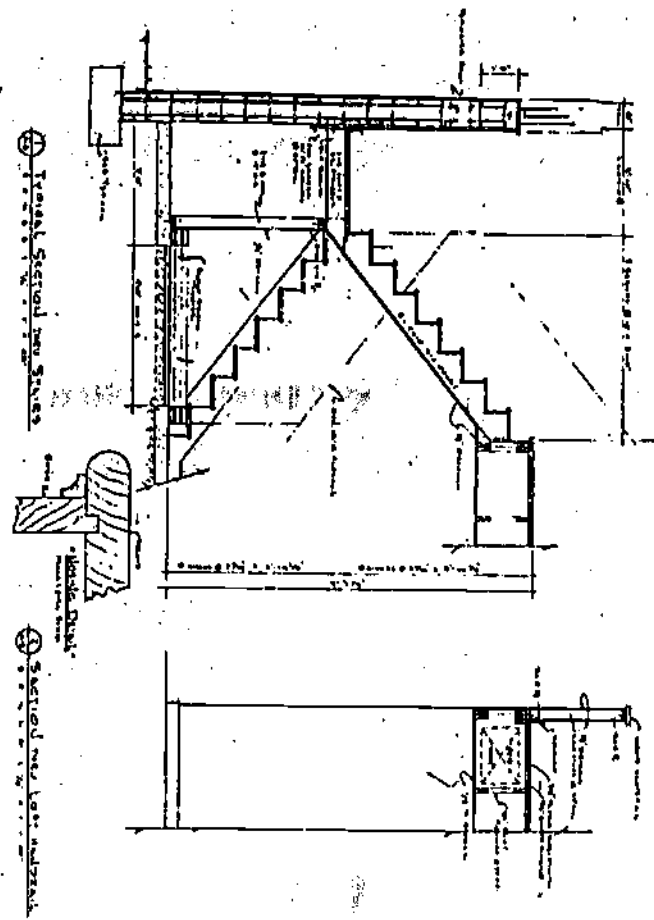


EXHIBIT B-11

A-5	78-03	NORMAN N. ROBINSON		VIA DEL MAR CONDOMINIUM		
		architects		Jurisdiction		

A F F I D A V I T

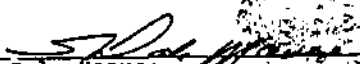
STATE OF FLORIDA)
COUNTY OF PALM BEACH)

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


1. That he is a duly registered land surveyors under the laws of the State of Florida, being Surveyor No. 3956.

2. The construction of the improvements to comprise Phase containing Units 26, 35, 37, 38 and 59, of VIA DEL MAR, a condominium, described in Exhibits B-8, B-9, B-10 and B-11, is substantially complete, and the materials attached as Exhibits to the original Declaration of Condominium for VIA DEL MAR, as recorded on November 15, 1979, in Official Record Book 3175, Page 0725, of the Public Records of Palm Beach County, Florida, and the materials attached to the Amendment to said Declaration of Condominium, to which this certificate is affixed, together with the provisions of said Declaration of Condominium and the provisions of the Amendment to which this certificate is attached, are an accurate representation identification, location and dimensions of the common elements within the condominium and each unit within the condominium, can be determined from said materials.

3. Further Affiant Sayath Naught.

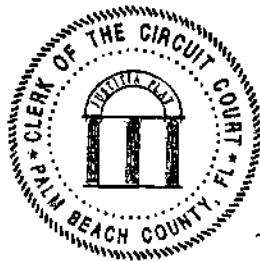

S. Dale Monroe
Registered Land Surveyor
State of Florida No. 3956

AUG 30 1988

Sworn to and subscribed before
me this 30th day of August

William C. Mercer
Notary Public

My Commission Expires:
NOTARY PUBLIC STATE OF FLORIDA
MFL COMMISSION 1102 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 1st DAY OF March, 2000
DOROTHY H. WILKEN,
CLERK OF CIRCUIT COURT

By Susan Allison
Deputy Clerk