## DICKER, KRIVOK & STOLOFF, P.A.

ATTORNEYS AT I AW .

## 1818 AUSTRALIAN AVENUE SOUTH SUITE 400 WEST PALM BEACH, FLORIDA 33409

EDWARD DICKER JAMES N. KRIVOK SCOTT A. STOLOFF LAURIE G. MANOFF TELEPHONE (561) 615-0123 FAX (561) 615-0128

September 22, 2017 (Via e-mail / peggy@jupitermgt.com)

Board of Directors Via Del Mar Condominium Association, Inc. c/o Jupiter Management 1340 U.S. Highway One Suite 102 Jupiter, FL 33469

**Attention: Peggy Greene** 

Re: Recorded Amendments

Dear Board Members:

Enclosed find the original Certificate of Amendment and Amendments to the Declarations of Condominium of Via Del Mar I and Via Del Mar II, which have been recorded in Palm Beach County Official Records Book 29320, at Page 1288. We have retained a copy for our file.

Very truly yours,

EDWARD DICKER

For the Firm

EAD:sab Enclosure 289810109.22L

MARKETON MAR

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29320 PG BK RECORDED 08/28/2017 16:08:41 Palm Beach County, Florida Sharon R. Bock, CLERK & COMPTROLLER Pas 1288 - 1289; (2pas)

WILL CALL BOX 165 This instrument prepared by: Edward Dicker, Esquire DICKER, KRIVOK & STOLOFF, P.A. 1818 Australian Avenue So., Suite 400 West Palm Beach, Florida 33409 (561) 615-0123

## CERTIFICATE OF AMENDMENTS TO THE DECLARATION OF CONDOMINIUM OF VIA DEL MAR I AND VIA DEL MAR II

I HEREBY CERTIFY that the Amendments attached as Exhibit "1" to this Certificate were duly adopted as Amendments to the Declarations of Condominium of Via Del Mar I and Via Del Mar II. The original Declaration of Condominium of Via Del Mar I, A Condominium, is recorded in Official Records Book 3175 at Page 0725 of the Public Records of Palm Beach County, Florida. The original Declaration of Condominium of Via Del Mar II, A Condominium, is recorded in Official Records Book 3637 at Page 1538, of the Public Records of Palm Beach County, Florida. DATED this 7 day of August VIA DEL MAR CONDOMINIUM ASSOCIATION, INC By:

President Attest: Secretary (SEAL) STATE OF FLORIDA

BEFORE ME this day personally appeared <u>James Hoyt</u>, the President, and <u>Lenard Verneuka</u> Secretary, of Via Del Mar Condominium Association, Inc., who produced as identification or who are personally known to me to be the individuals who executed the foregoing instrument and acknowledged to and before me that they executed such instrument as President and Secretary of Via Del Mar Condominium Association,

Inc., with due and regular corporate authority, and that said instrument is the free act and deed of the Association.

WITNESS my hand and official seal this 7 day of Hugust MARGARET GREENE MY COMMISSION # FF 996910

Notary Public, State of Florida at Large

My Commission Expires: (SEAL)

EXPIRES: September 27, 2020 Bonded Thru Notary Public Underwriters

COUNTY OF PALM BEACH)

## AMENDMENTS TO THE DECLARATIONS OF CONDOMINIUM OF VIA DEL MAR I AND VIA DEL MAR II

The original Declaration of Condominium of Via Del Mar I, A Condominium, is recorded in Official Records Book 3175 at Page 0725 of the Public Records of Palm Beach County, Florida. The original Declaration of Condominium of Via Del Mar II, A Condominium, is recorded in Official Records Book 3637 at Page 1538, of the Public Records of Palm Beach County, Florida.

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

ITEM 1: There shall be a new paragraph added to Article 12 of the aforesaid Declaration which shall read as follows:

An owner may not lease his unit more than two (2) times in a 12 month period.

ITEM 2: There shall be a new paragraph added to Article 12 of the aforesaid Declaration which shall read as follows:

All leases shall be for a minimum term of thirty (30) days.

ITEM 3: There shall be a new paragraph added to Article 12 of the aforesaid Declaration which shall read as follows:

In addition to all other remedies, the Association shall have the right to file an eviction proceeding against a tenant who has not received Association approval and/or a tenant who violates any restriction contained in the governing documents or the law (regardless of whether the tenant previously received Association approval). In such an event, the owner of the Unit shall be responsible for the costs and attorney's fees incurred by the Association, regardless of whether a lawsuit is filed.

ITEM 4: Article 12.3(b) of the aforesaid Declaration shall be amended to read as follows:

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.