

Prepared by and return to:
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**DECLARATION OF CONDOMINIUM
OF
VIA MARE CONDOMINIUMS**

This Declaration of Condominium is made this 5th day of April, 2007, by **Via Mare, LLC**, a Florida limited liability company, whose address is 352 7th Street, Atlantic Beach, Florida 32233 ("Declarant").

1. The Condominium.

1.1 Submission of Real Property to Condominium Ownership. Declarant is the owner of the lands described in **Exhibit "A"** attached hereto and by this reference incorporated herein. By this Declaration, the Declarant submits the real property described in **Exhibit "A"** and all improvements located thereon to the condominium form of ownership in the manner provided in the Condominium Act.

1.2 Name and Address. The name of the Condominium is Via Mare Condominiums and the addresses for the condominiums are 333 through 363 (odd numbers only) Ahern Street, Atlantic Beach, Florida 32233.

2. Definitions. Unless the context otherwise requires, the terms used in this Declaration of Condominium and its exhibits shall have the meanings defined in this paragraph.

2.1 "Assessment" means a share of the funds required for the payment of Common Expenses which from time to time is assessed against the Unit Owner.

2.2 "Association" means the entity that is responsible for the operation of the Condominium, Via Mare Condominium Association, Inc., a not-for-profit Florida corporation, and its successors.

2.3 "By-Laws" means the by-laws for the government of the Association and the Condominium as they exist from time to time.

2.4 "Common Elements" means the portions of the Condominium Property which are not included in the Units, and the items set forth in paragraph 3.5 hereof whether or not located within a Unit.

2.5 "Common Expenses" means the expenses for which the Unit Owners are liable to the Association including the expenses of the operation, maintenance, repair or replacement of the Common Elements, the cost of carrying out the powers and duties of the Association, and all expenses and assessments properly incurred by the Association for the Condominium and the Unit Owners.

2.6 "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.

2.7 "Condominium" means Via Mare Condominiums, a condominium as created by this Declaration, and all amendments to this Declaration.

2.8 "Condominium Act" means Chapter 718 of the Florida Statutes, as amended to the date hereof.

2.9 "Condominium Property" means all the property, both real and personal, submitted to the condominium form of ownership by this Declaration and any additional property submitted by amendments to this Declaration.

2.10 "Condominium Parcel" means a Unit together with the undivided share in the Common Elements which are appurtenant to the Unit.

2.11 "County" means Duval County, Florida.

2.12 "Declarant" means Via Mare, LLC, a Florida limited liability company, whose address is 352 7th Street, Atlantic Beach, Florida 32233.

2.13 "Declaration" means this Declaration of Condominium of Via Mare Condominiums as the same may be amended from time to time.

2.14 "Future Phases" means one or more of those parcels of real property more particularly described in **Exhibit "B"** attached hereto and by this reference incorporated herein, that Declarant has reserved the right to submit to the condominium form of ownership as a part of this Condominium as provided in paragraph 20 hereof.

2.15 "Institutional First Mortgagee" means banks, savings and loan associations, insurance companies, credit unions, VA and FHA approved mortgage lenders, the Federal National Mortgage Association, and governmental agencies that hold, insure or guaranty first mortgage loans made by such lenders, their successors and assigns as the holders of first mortgages on portions of the Condominium Property.

2.16 "Insurance Trustee" shall have the meanings set forth in paragraph 8.5 hereof.

2.17 "Limited Common Elements" means those Common Elements that are reserved from time to time for the use of a certain Unit or Units to the exclusion of other Units.

2.18 "Reasonable Attorneys' Fees" means reasonable fees incurred for the services of attorneys at law whether or not judicial or administrative proceedings are involved and if judicial or administrative proceedings are involved, then all fees incurred in trial or administrative proceedings and all appellate review of the same.

2.19 "Regulations" means the rules and regulations for the use and operation of the Condominium Property adopted by the Association from time to time in accordance with the By-Laws and this Declaration.

2.20 "Surface Water or Stormwater Management System" means a system which is designed and constructed or implemented to control discharges which are necessitated by rainfall events, incorporating methods to collect, convey, store, absorb, inhibit, treat, use or reuse water to prevent or reduce flooding, overdrainage, environmental degradation, and water pollution or otherwise affect the quantity and quality of discharges.

2.21 "Unit" means a part of the Condominium Property that is subject to exclusive ownership as described in paragraph 3.4 of this Declaration.

2.22 "Unit Owner" or "Owner of Unit" means the record owner of legal title to a Condominium Parcel.

2.23 "Utility Services" means all utility services typically provided to a residential dwelling unit including but not limited to electricity, telephone, water, wastewater disposal, natural gas or liquified petroleum, cable television and communication systems.

3. Development Plan. The initial phase of the Condominium ("Phase One") contains sixteen (16) residential Units in four (4) residential buildings and if all Future Phases are added there will be a total of twenty-six (26) residential Units in seven (7) residential buildings and one (1) non-residential Unit in one (1) non-residential building. There are also certain common elements as described in **Exhibit "B"** to this Declaration. The Condominium is described and established as follows:

3.1 Survey, Plot Plan and Graphic Description. A survey of the land described in **Exhibit "A"** and a graphic description of the proposed improvements located thereon are attached hereto as **Exhibit "B"** and by this reference incorporated herein, which together with the provisions of this Declaration are in sufficient detail to identify the Common Elements and each Unit and their relative locations and approximate dimensions.

3.2 Certificate of Surveyor. Construction of the Condominium is not substantially complete. Upon substantial completion of construction of each Phase of the Condominium, the Declarant shall amend this Declaration to include a certificate of a surveyor authorized to practice in the State of Florida, in the form attached hereto as **Exhibit "C"** stating that the Exhibits referred to in subparagraph 3.1 together with the wording of Declaration are a correct representation of the improvements described, and that the construction of the improvements described has been substantially completed, or as to substantially completed buildings or Units within the Condominium, that all planned improvements, including landscaping, Utility Services and access to Units, and Common Elements servicing such Units have been substantially completed so that there can be determined therefrom the identification, location and approximate dimensions of the Common Elements and Limited Common Elements, if any, and of each Unit.

3.3 Easements. Each of the following non-exclusive easements is reserved through the Condominium Property as a covenant running with the land of the Condominium and, notwithstanding any of the other provisions of this Declaration, may not be amended or revoked and shall survive the termination of the Condominium and the exclusion of any of the Condominium Property from the Condominium.

(a) Utilities. An easement for conduits, ducts, plumbing, wiring, and other facilities for the furnishing of Utility Services, trash removal and drainage to one or more Units or the Common Elements; provided, however, easements through or across a Unit shall be limited to those areas shown on the approved plans and specifications for construction of the Unit or the building containing the Unit, or as the Unit or building is actually constructed, unless approved in writing by the Unit Owner.

(b) Ingress and Egress. A non-exclusive easement for pedestrian traffic over, through and across sidewalks, paths, walks, lobbies, stairways, walkways and lanes, and like passageways that may from time to time exist upon the Common Elements, and a non-exclusive easement for the vehicular traffic over, through and across such portions of the Common Elements as may be from time to time paved and intended for such purposes, but this easement shall not give or create in any person the right to park upon any portion of the Condominium Property not designated as a parking area.

(c) Encroachments. In the event that any Unit shall encroach upon any of the Common Elements or upon any other Unit or upon any of the above described easements for any reason other than the intentional or negligent act of the Unit Owner, or in the event any Common Element shall encroach upon any Unit, then an easement shall exist to the extent of that encroachment for so long as the encroachment shall exist.

(d) Declarant. All rights and easements necessary or convenient to complete the development of the Condominium are reserved to the Declarant until such time as Declarant has: (i) completed all of the improvements, including Future Phases, contemplated by this Declaration; (ii) sold all of the Units contained within the Condominium Property; and (iii) terminated its rights to use unsold Units as a sales office or as model display units for the sale of Units in the Condominium. These easements include, but are not limited to easements for: (A) ingress and egress and parking; (B) the establishment, modification and use of new or existing right-of-ways and parking areas and the installation or modification of Utility Services, including the right to grant utility easements to governmental authorities or public or private utilities companies; (C) the use of Units as model units and sales offices; (D) the use of the Common Elements for the development and sale of the Units. These easements are hereby reserved and shall exist through and over the Condominium Property as may be required by the Declarant for the completion of the contemplated improvements, the sale of the Units, and the use of sales offices and model display units for the purposes indicated. Neither the Unit Owners nor the Association, nor their use of the Condominium property, shall interfere in any way

with such completion, sale or use of any portion of the Common Elements or of a Unit owned by Declarant.

(e) Future Phase Lands. Non-exclusive perpetual easements for (i) vehicular and pedestrian ingress and egress over those portions of the Condominium Property from time to time improved and intended for such purposes, (ii) drainage and retention of storm and surface waters through the Stormwater Management System, and (iii) the furnishing of Utility Services are hereby reserved over the Condominium Property (excluding the Units) for the benefit of the Future Phase lands described on **Exhibit "B"** hereto, whether or not the benefited lands are submitted to the condominium form of ownership under the terms of this Declaration.

3.4 Units. Each Unit includes that part of the building that lies within the boundaries of the Unit. The boundaries of each Unit 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 perimeter boundaries:

(1) Unit Types A and B (Single Story Units)

(A) Lower Boundaries. The lower boundary shall be the horizontal plane of the upper surface of the structural slab that serves as the floor of the Unit.

(B) Upper Boundaries. The upper boundary shall be the planes of the underside of the finished and undecorated ceilings of the Unit, extended to meet the perimeter boundaries.

(2) Unit Types C and D (Multiple-Story Units)

(A) Lower Boundaries. The lower boundary shall be the horizontal plane of the upper surface of the structural slab that serves as the floor of the first level of the Unit.

(B) Upper Boundaries. The upper boundary shall be the planes of the underside of the finished and undecorated ceilings of the uppermost floor of the Unit, extended to meet the perimeter boundaries.

(b) Perimeter Boundaries. The perimeter boundaries will be the finished and undecorated interior surfaces of the perimeter walls of the Unit as shown on the Condominium Plot Plan, and the planes of the interior surfaces of the Unit's windows, doors, and other openings that abut the exterior of the building or Common Elements, including Limited Common Elements.

3.5 Common Elements. The Common Elements include the land and all of the parts of the Condominium Property not within the Units as defined in Section 3.4, and the following items whether or not located within a Unit:

(a) Easements through Units for conduits, pipes, ducts, plumbing, wiring and other facilities that furnish Utility Services to one or more Units or the Common Elements as described in paragraph 3.3(a);

(b) The property and installations required for furnishing of Utilities Services to more than one Unit or to the Common Elements;

(c) An easement of support in every portion of a Unit which contributes to the support of a building;

(d) The foundation, load bearing walls, structural slabs, columns, girders, beams and other components contributing to the support of the building, and exterior walls, doors, windows and glass that form a part of the exterior of the building;

(e) Common stairways, entrances, and exits.

3.6 Limited Common Elements. The following structures, equipment and areas are designated as Limited Common Elements for the exclusive benefit of particular Unit appurtenant to each such item:

(a) Any structure, improvement or equipment attached to the exterior walls of the building that serves only the particular Unit adjacent to such structure, including without limitation balconies, porches, and patios attached to the Unit;

(b) The heating, ventilation and air conditioning equipment serving one Unit only and the conduits, wires, ducts, and pipes connecting the HVAC equipment to the Unit regardless of the location of such equipment within the building and all replacements and additions thereto;

(c) The conduits, ducts, pipes, vents or flues, if any, supplying Utility Services or providing ventilation and exhaust for chimneys, if any, to only one Unit.

(d) All structures, equipment or areas designated as Limited Common Elements on **Exhibit "B"**.

(e) Parking spaces and storage spaces that that have been assigned by the Declarant or the Association to a particular Unit for the benefit of the Owner of the Unit.

(f) The rooftop terraces which are appurtenant to Units 3, 4, 7 and 8 as depicted on **Exhibit "D"** hereto.

3.7 Amendment of Plans.

(a) Alteration of Unit Plans. Declarant reserves the right to change the size, square footage, interior design, style and arrangement of Units to alter the boundaries between Units or the Common Elements and to designate or change the designation of certain improvements as Limited Common Elements, provided that Declarant owns the affected Units and provided further that Declarant complies with the provisions of the Condominium Act. No such change, except as it may relate to the addition of Future Phases, if any, shall increase the number of Units without an amendment of this Declaration approved by the Unit Owners and Institutional First Mortgagees in the manner elsewhere provided. If Declarant shall make any changes in Units so authorized, such changes shall be reflected by an amendment to this Declaration, except that changes in the elevations, interior design or exterior appearance, style or arrangement of the Units need not be reflected by an amendment to this Declaration.

(b) Amendment of Declaration. An amendment of this Declaration reflecting such alteration of the Units by Declarant or the addition of a Future Phase, if any, contemplated by this Declaration, need be signed and acknowledged only by the Declarant and need not be approved by the Association, other Unit Owners or lienors or mortgagees of other Units or of the Condominium, whether or not such signatures are elsewhere required for an amendment; provided, however, the foregoing right shall not change the percentage of any Unit Owner's proportionate share of the Common Expenses or Common Surplus or voting rights (except as the same may result from the addition of Future Phases, if any, contemplated by this Declaration), unless consented to in writing by such Unit Owner and any Institutional First Mortgagee holding a mortgage on said Unit.

4. Undivided Share of Common Elements and Common Expenses. The undivided share in the Common Elements, Common Expenses and Common Surplus has been allocated based on the ratio of the square footage of the Unit divided by the total square footage of all Units in Phase One. The percentage shares allocated to the Units are set forth on **Exhibit "D"** hereto.

As Future Phases are added to the Condominium, the percentage share allocated to each Unit will change based on the following formula: Each Unit's percentage share equals the square footage of the Unit divided by the cumulative square footage of all Units submitted to the condominium form of ownership.

5. Maintenance, Alteration and Improvement. Responsibility for the maintenance of the Condominium Property and restrictions upon the alteration and improvement thereof shall be as follows:

5.1 Common Elements.

(a) By the Association. The protection, maintenance, repair and replacement of the Common Elements, except those portions of the Limited Common Elements that are required herein to be maintained by the Owner, shall be the responsibility of the Association and the expenses associated therewith shall be designated a Common Expense. The Association's responsibilities include, without limitations:

- (1) Electrical wiring up to the circuit breaker panel in each Unit;
- (2) Water pipes, up to the individual Unit cut-off valve within the Unit;
- (3) Cable television lines up to the wall outlets in the Units;
- (4) Air conditioning condensation drain lines;
- (5) Sewer lines, up to the point where they connect to the common sewer lines;
- (6) All installations, fixtures, and equipment located within one Unit but serving another Unit, or located outside the Unit, for the furnishing of utilities to more than one Unit or the Common Elements;
- (7) All exterior building walls, including painting, waterproofing, and caulking.

The Association's responsibility does not include interior wall switches or receptacles, plumbing fixtures or other electrical, plumbing or mechanical installations located within a Unit and serving only that Unit. In addition, the Association is not responsible for protection, maintenance and repair of exterior doors and windows affixed to each Unit. All incidental damage caused to a Unit or Limited Common Elements by work performed or ordered to be performed by the Association shall be repaired promptly by and at the expense of the Association, which shall restore the property as nearly as practicable to its condition before the damage, and the cost shall be a Common Expense; provided, however, the Association shall not be responsible for damage to any alteration or addition to the Common Elements made by a Unit Owner or his or her predecessor in title or for damage to paint, wallpaper, paneling, flooring or carpet which, of necessity, must be cut or removed to gain access to work areas located behind it.

(b) Alteration and Improvement. After the completion of the improvements, including the Common Elements, contemplated by this Declaration, there shall be no material alteration or 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 undivided shares in the Common Elements. Any such alteration of improvements shall not interfere with the rights of any Unit Owners without their consent. There shall be no change in the shares and rights of Unit Owners in the Common Elements altered or further improved, whether or not the Unit Owner contributes to the cost of such alteration or improvements.

(c) Surface Water or Stormwater Management System.

- (1) The Association shall be responsible for the maintenance,

operation and repair of the Surface Water or Stormwater Management System. Maintenance of the Surface Water or Stormwater Management System(s) shall mean the exercise of practices which allow the systems to provide drainage, water storage, conveyance or other surface water or stormwater management capabilities as permitted by the St. Johns River Water Management District. Any repair or reconstruction of the Surface Water or Stormwater Management System shall be as permitted or, if modified, as approved by the St. Johns River Water Management District.

(2) The Association shall have a perpetual non-exclusive easement over all areas of the Surface Water or Stormwater Management System for access to operate, maintain or repair the system. By this easement, the Association shall have the right to enter upon any portion of Condominium Property which is a part of the Surface Water or Stormwater Management System, at a reasonable time and in a reasonable manner, to operate, maintain or repair the Surface Water or Stormwater Management System as required by the St. Johns River Water Management District permit. Additionally, the Association shall have a perpetual non-exclusive easement for drainage over the entire Surface Water or Stormwater Management System. No person shall alter the drainage flow of the Surface Water or Stormwater Management System without the prior written approval of the St. Johns River Water Management District.

(d) Limited Common Elements. The Unit Owner shall be responsible for the maintenance and repair of Limited Common Elements appurtenant to his Unit, except that the Association shall be responsible for maintenance and repair of exterior walls and surfaces, structural components and roofs of the porches, patios, balconies, terraces, parking spaces and storage spaces as part of the normal maintenance and repair of the condominium buildings of which they are a part. Where a Limited Common Element consists of a balcony, patio, porch area or terrace, the Unit Owner who has the right of exclusive use of the area shall be responsible for: (i) the day-to-day cleaning and care of the walls, floor and ceiling bounding that area, if any; (ii) all screens, doors, fixed glass and sliding glass doors in portions of the area, if any, and the repair and replacement of such items when damaged by the residents or occupants of the Unit; and (iii) the wiring, electrical outlet(s), and fixture(s) thereon, if any, and the replacement of light bulbs. The Association is responsible for the maintenance, repair, and replacement of all exterior walls of the building and the concrete slabs. The Unit Owner shall be responsible for day-to-day cleaning and care, but all painting and maintenance of the exterior surfaces and structures of the building shall be the responsibility of the Association and shall be a Common Expense. The maintenance, repair, replacement, and insurance coverage of owner approved changes and additions shall be the responsibility of the Unit Owner.

5.2 Units.

(a) By Association. The Association shall maintain, repair and replace as a Common Expense:

(1) All portions of a Unit and the Limited Common Elements appurtenant thereto contributing to the support of the building, which portions shall include but not be limited to load-bearing columns and load-bearing walls, but shall not include surfaces of same.

(2) All chases, conduits, ducts, plumbing, wiring, chimneys, chimney flues and other facilities for the furnishing of Utility Services contained in the portions of a Unit maintained by the Association; and all such facilities contained within a Unit or Limited Common Elements appurtenant thereto that service part or parts of the Condominium other than the Unit within which contained.

(3) All incidental damages caused to a Unit by such work shall be promptly repaired by the Association.

(b) By the Unit Owner. It shall be the responsibility of the Unit Owner:

(1) To regularly maintain, repair, replace and keep in an attractive condition at his sole and personal expense all portions of his Unit and Limited Common Elements appurtenant to his Unit, if any, (except the portions of the Unit specifically to be maintained, repaired and replaced by the Association) whether located on the exterior or interior of the Owner's Unit, including but not limited to all doors, windows, glass, balcony and patio floors, screens, electric panels, electric outlets and fixtures, doorbells and doorknockers, air-conditioners, heaters, HVAC pipes, lines, wiring, ducts and equipment, chimneys and flues, natural gas or liquified petroleum lines, hot water heaters, refrigerators, dishwashers, other appliances, drains, plumbing fixtures and connections servicing his Unit only, all interior walls that do not form part of the boundary of a Unit, including the interior surfaces of all walls, floors and ceilings, and all carpeting, tile or wood floors and wallpaper. Any maintenance involving the painting, alteration, replacement or repair of any item visible from the exterior of the Unit shall be subject to approval of the Association.

(2) Not to enclose or otherwise alter the appearance of any portion of the exterior of the building in which the Unit is located including Limited Common Elements appurtenant to the Unit (including changes in paint or stain color) without the prior written approval of the Association.

(3) To contract with a licensed pest control operator to provide regular treatment for the control of household pests within the Unit.

(4) To promptly report to the Association any defects or need for repairs which are the maintenance responsibility of the Association.

(c) Alteration and Improvement. Subject to the other provisions of 5.2 and which in all cases shall supersede and have the priority over the provisions of this subsection when in conflict therewith, a Unit Owner may make such alteration or improvement to the Unit at his sole and personal cost as he may be advised, provided all work shall be done without disturbing the rights of other Unit Owners without his or her consent and further provided that a Unit Owner shall make no changes or alterations to any Unit boundary wall, exterior wall, balcony, porch, patio, terrace, screening, exterior door, windows, structural or load-bearing component, electrical service or plumbing service without first obtaining approval in writing of the Association. All alterations and improvements must be in compliance with all building codes. No alteration may cause an increase in any insurance premium to be paid by the Association or other Unit Owners.

(d) Failure of Unit Owner to Repair. The Association may enter into any Unit, upon reasonable notice and during reasonable hours, to inspect the Unit and, if needed, to perform the maintenance, repair or replacement activities for which the Association is responsible, or for making emergency repairs or alterations necessary to prevent damage to the Common Elements or to another Unit or Units, or to perform those maintenance responsibilities of the Unit Owner which the Unit Owner, after reasonable notice, has failed to perform. All costs of such repairs or maintenance which are the responsibility of the Unit Owner plus twenty percent (20%) shall be the personal financial obligation of the Unit Owner, and the Association shall have all remedies available at law or equity to enforce the reimbursement obligation of the Unit Owner. The Association shall not, in exercising its rights hereunder, be liable to a Unit Owner for trespass or otherwise for entry into a Unit in accordance with this subsection.

(e) Flooring.

(1) Except as provided in this subsection, all Units above the ground floor shall always have the floors covered with wall-to-wall carpeting installed over high quality padding, except carpeting is not required in foyers, kitchens, bathrooms or laundry rooms. A Unit Owner who desires to install, in place of carpeting, any hard surface floor covering (e.g. marble, slate, ceramic tile, wood or parquet) also shall install a sound absorbent underlayment of such kind and quality as approved by the Association from time to time, or equivalent or superior to sound insulation material, installed in accordance with the regulations

issued by the Association as amended from time to time. The Unit Owner must obtain written approval of the Board of Directors prior to any such installation. If the installation is made without prior approval, the Board of Directors may, in addition to exercising all the other remedies provided in this Declaration, require the Unit Owner to cover all such hard surface flooring with carpeting or require the removal of such hard surface flooring at the expense of the offending Unit Owner. Each Unit Owner, by acceptance of a deed or other conveyance of their Unit, hereby acknowledges and agrees that sound and impact noise transmission in buildings such as the Condominium is very difficult to control and that noises from adjoining or nearby Units and/or mechanical equipment can be heard in another Unit. The Declarant does not make any representation or warranty as to the level of sound or impact noise transmission between and among Units and the other portions of the Condominium Property.

(2) The structural integrity of balconies, patios and terraces constructed of steel reinforced concrete is affected adversely by water intrusion and rusting aggravated by the water retention qualities of indoor-outdoor carpet or river rock, and unglazed ceramic tile and its grout. For this reason, no indoor-outdoor carpet or river rock may be used on balconies, patios or terraces, and all tile and its bedding and grout must be of such materials and so applied as to be waterproof. Any flooring installed on the balconies, patios or terraces of a Unit shall be installed so as to ensure proper drainage.

(f) Window Coverings. The covering and appearance of the windows and doors, whether by draperies, shades, reflective film or other items, whether installed within or outside of the Unit, visible from the exterior of the Unit, shall be subject to the Rules and Regulations of the Association.

(g) Mold - Mildew. Every residential building constructed in Florida, including the Condominium building, contains products that have water, powders, solids, and industrial chemicals. These materials and substances usually contain mold, mildew, fungus, spores and chemicals that may cause allergic or other bodily reactions in certain individuals. The construction products used in building the Condominium contain these materials and may contain mold, mildew, fungus and spores in sufficient quantities to cause allergic reactions in some people. Moisture and high humidity levels common in Florida will contribute to the growth of molds, mildews, fungus or spores. Each Unit Owner, all occupants of the Unit and the Association understand and accept the responsibility to keep the Units and the Condominium building clean, dry, well ventilated and free of excess moisture and contamination. Each Unit Owner, all occupants of the Units and the Association understand and agree that the Declarant, and its employees, officers, directors, agents, contractors and suppliers, are not responsible for any illness or allergic reactions that the Unit Owner or other occupants of the building may experience as a result of mold, mildew, fungus, spores or chemicals that are commonly found in construction products and residential buildings in Florida.

5.3 Utility Services. The Association shall be responsible for and shall pay as a Common Expense the maintenance, repair and replacement of the lines, pipes, conduits, wiring and related equipment and facilities providing Utility Services to the Condominium from the master service connection with the utility company to the individual service connections for each Unit. Each Owner shall be responsible for the cost of maintaining, repairing or replacing such facilities from the individual service connection serving his Unit only. If the individual service connections serving one Unit only are located in the Common Elements, the Unit Owner must obtain the Association's approval of the proposed maintenance or repair work prior to commencement of the work, and the Association may require the use of contractors approved by the Association. The Association shall be responsible for the cost of maintenance of water, sewer, telephone and electric lines and facilities serving the Common Elements or more than one Unit whether located on-site or within off-site utility easements granted for the benefit of the Condominium Property if such facilities are not maintained by the utility companies providing such utility services.

5.4 Pest Control. Each Unit Owner is responsible to obtain regular pest control services for the Unit at the Unit Owner's sole cost and expense and provide notice of the same to

the Association by furnishing to the Association a copy of the written contract for such services. If the Association determines that the Unit Owner has failed to obtain such services, the Association and the Association's pest control company may enter into any Unit upon reasonable notice and during reasonable hours to perform the necessary pest control services that the Unit Owner has failed to perform. All costs of such services which are the responsibility of the Unit Owner plus twenty percent (20%) shall be the personal financial obligation of the Unit Owner, and the Association shall have all remedies available at law or equity to enforce the reimbursement obligation of the Unit Owner. The Association shall not, in exercising its rights hereunder, be liable to a Unit Owner for trespass or otherwise for entry into a Unit in accordance with this subsection.

6. Assessments. Assessments shall commence upon the recording date of this Declaration, or as to amendments to the Declaration, upon the recording date of an amendment that creates a subsequent phase. The making and collecting of assessments against Unit Owners for Common Expenses shall be pursuant to the By-Laws and subject to the following provisions:

6.1 Share of Common Expenses. Each Unit Owner shall be liable for a proportionate share of the Common Expenses and shall share in the Common Surplus, as set forth in paragraph 4 hereof, but the same shall not vest or create in any Unit Owner the right to withdraw or receive distribution of his share of the Common Surplus. It shall be the personal obligation of each Unit Owner to pay the Association all assessments levied against his or her Unit during the Unit Owner's period of ownership.

6.2 Payments. Assessments shall be made against Units not less frequently than quarterly. The Board of Directors may authorize the payment of assessments in monthly installments. Assessments and installments thereon paid on or before the due date shall not bear interest, but all sums not so paid on or before fifteen (15) days after the same are due shall bear interest until paid at the rate from time to time established by the Board of Directors, not to exceed the maximum lawful rate nor be less than twelve percent (12%) per annum. All payments on the account shall be first applied to interest and then to the assessment payment first due. If any installment of an assessment remains unpaid thirty (30) days after the same shall become due, the Board of Directors may declare all assessments or installments thereon payable during the next following three (3) month period to be immediately due and payable in full.

6.3 Lien for Assessments. The Association shall have a lien on each Unit for any unpaid assessments with interest, which lien shall also secure reasonable attorneys' fees incurred by the Association incident to the collection of such assessment or enforcement of such liens. This lien shall be effective upon recording in the Official Public Records of the County, a claim of lien in compliance with the Florida Statutes which shall continue in effect for a period of one year, and thereafter only if an action to enforce the lien is commenced in a court of competent jurisdiction. Such claims of lien shall be signed and verified by an officer of the Association or the Association's attorney at law. Upon full payment, the party making payment shall be entitled to a recordable satisfaction of lien. Liens for assessment may be foreclosed by suit brought in the name of the Association in like manner as a foreclosure of a mortgage on real property. In any such foreclosure proceeding, if a court of competent jurisdiction determines that the owner of a Unit must pay reasonable rental for the Unit during the foreclosure, the Association shall be entitled as a matter of law to the appointment of a receiver to collect the same. The Association may also sue to recover a money judgment for unpaid assessments without waiving the lien securing the same. Where a mortgagee or other purchaser of a Unit obtains title to the Unit as a result of the foreclosure of the mortgage or as a result of a conveyance in lieu of foreclosure of the mortgage, such acquirer of title, its successors and assigns, shall not be liable for the share of the Common Expenses or assessments pertaining to such Unit or chargeable to the former owner of such Unit which became due prior to acquisition of title in the manner above provided, except as provided in the Condominium Act. Such unpaid share of Common Expenses or assessments shall be deemed to be Common Expenses collectible from all of the Unit Owners including such acquirer, its successors and assigns.

6.4 Declarant's Obligation to Pay Assessments.

(a) Except as provided in subsection 6.3 above and in this subsection, no Unit Owner may be excused from the payment of his proportionate share of the Common Expense unless all Unit Owners are likewise proportionately excused from such payment,

except that the Declarant may elect pursuant to Section 718.116(9)(a)2, Florida Statutes, to be excused from the payment of its share of the Common Expenses for those Units and in all respects during the period of time that it shall have guaranteed that the assessment for Common Expenses of the Condominium imposed upon the Unit Owners other than the Declarant shall not increase over a stated dollar amount per month per Unit, and shall have obligated itself to pay any amount of Common Expenses incurred during that period and not produced by the assessments at the guaranteed level receivable from other Unit Owners. The Declarant's guarantee, if elected before the closing of the first Unit, shall be stated in the purchase agreement for the sale of Units, or in the Declarant's public offering statement for the sale of the Units. If elected after the first closing, then the guarantee must be set forth in a written agreement between Declarant and a majority of Unit Owners other than Declarant.

(b) Pursuant to Section 718.116(9)(a)(1), Florida Statutes, Declarant may elect to be excused from the payment of assessments on Units it owns for the period commencing on the recording date of this Declaration and terminating on the first day of the fourth calendar month following the closing of the sale of the first Unit in the Condominium, provided that Declarant agrees to pay all Common Expenses during such period in excess of assessments against other Unit Owners. Declarant's election under this subparagraph shall be made in the same manner as set forth in the preceding subparagraph.

6.5 Surface Water or Stormwater Management System. Assessments shall also be used for the maintenance and repair of the Surface Water or Stormwater Management System(s) including but not limited to work within retention areas, drainage structures and drainage easements.

7. Association. The operation of the Condominium shall be by the Association, which shall fulfill its functions pursuant to the following provisions:

7.1 Articles of Incorporation. A copy of the Articles of Incorporation of the Association is attached as **Exhibit "E"**.

7.2 By-Laws. A copy of the By-Laws of the Association is attached as **Exhibit "F"**. Paragraph 2 of the By-Laws sets forth the Unit Owner's membership and voting rights in the Association.

7.3 Limitation Upon Liability of Association. Notwithstanding the duty of the Association to maintain and repair parts of the Condominium Property, the Association shall not be liable for injury or damage, other than the cost of maintenance and repair, caused by any latent condition of the property to be maintained and repaired by the Association, or caused by the elements or Unit Owners or other persons.

7.4 Leaseholds, Memberships and Other Use Interests. In addition to the powers of the Association set forth in the Articles of Incorporation and By-Laws, the Association is authorized to enter into agreements, to acquire leaseholds, memberships or other possessory or use interests in lands or facilities that are intended to provide enjoyment, recreation or other use or benefit to the Unit Owners. Except for any contemplated agreements or interests described in this Declaration or any exhibit hereto, any such agreements entered into after the recording date of this Declaration are subject to the approval of a majority of the Unit Owners. Rentals, membership fees, maintenance fees, or other expenses incurred by the Association under such agreements shall be Common Expenses.

7.5 Right of Access to Units. The Association has the irrevocable right of access to each Unit during reasonable hours when necessary for the maintenance, repair or replacement of any Common Elements or of any portion of a Unit to be maintained by the Association pursuant to the Declaration or as necessary to prevent damage to the Common Elements or to a Unit or Units. Each Unit Owner shall provide the Association or the management company designated by the Association current keys to the Unit.

8. Insurance. Insurance shall be carried and kept in force at all times upon the Condominium Property and the property of the Unit Owners in accordance with the following

provisions:

8.1 Authority and Duty of Association to Purchase. The Board of Directors shall use its best efforts to obtain and maintain adequate insurance. All insurance policies upon the Condominium Property shall be purchased by or for the Association for the benefit of the Association, and in case of insurance covering damage to the buildings and their appurtenances, also for the benefit of Unit Owners and their mortgagees as their interests may appear. The Association shall assist in the issuance of certificates of insurance to Unit Owners and their mortgagees. All insurance policies and endorsements thereon may, at the discretion of the Association, be deposited with the Insurance Trustee.

8.2 Authority of Unit Owners to Purchase. It shall not be the responsibility or duty of the Association to obtain insurance coverage for the personal liability, real or personal property or living expenses of any Unit Owner. It shall be the responsibility of each Unit Owner to obtain at his expense condominium Unit Owner's insurance coverage including insurance for improvements and betterments to the Unit made or acquired at the expense of the Unit Owner and coverage for wall and floor coverings, window treatments, electrical fixtures, appliances, HVAC equipment, water heaters, built-in cabinets and countertops and other items excluded from Association insurance coverage by Section 718.111(11)(b), Florida Statutes, as amended from time to time. The Unit Owner's insurance shall comply with the provisions of the Condominium Act, as amended from time to time, and shall not be of a nature to affect policies purchased by the Association. Such insurance shall be written by the same carrier as that purchased by the Board of Directors pursuant to this Article or shall provide that it shall be without rights of subrogation or contribution against the Association or other Unit Owners. Unit Owners shall furnish the Association copies of all insurance policies obtained by them.

8.3 Coverage. The Association shall use its best efforts to obtain the insurance coverage described herein from companies rated B Plus 8 or better by A.M. Best's Company, or at the next highest available rating if the coverage cannot reasonably be obtained from a company rated B Plus 8, through a licensed Florida insurance agent or broker.

(a) Property Damage. All buildings and improvements located on the Condominium Property and all insurable property of the Association shall be insured in an amount determined annually by the Board of Directors, to the extent such items are customarily insured or insurable, as determined by the Board of Directors of the Association. Pursuant to Section 718.111(11)(b), Florida Statutes, as amended from time to time, the words "buildings" and "improvements" do not include wall, floor and ceiling coverings, electrical fixtures, appliances, HVAC equipment, water heaters, built-in cabinets and window treatments. Such coverage shall afford protection against such risks as from time to time shall be customarily covered with respect to improvements similar in construction, location and use as the improvements on the land, including, but not limited to,;

(1) Loss or damage by fire or 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 buildings on the land, including, but not limited to, vandalism, malicious mischief, and flood and water damage, if the Condominium is at any time located in a designated flood hazard area.

(b) Public Liability Insurance. The Association shall carry comprehensive general liability insurance providing coverage for property damage, bodily injury and death in amounts not less than One Million and 00/100 Dollars (\$1,000,000.00) per occurrence or such greater amounts and such additional coverage as may be determined by the Board of Directors of the Association with a cross liability endorsement to cover liabilities of Unit Owners as a group to a Unit Owner, and also with waiver of the insurer's right of subrogation, if reasonably available.

(c) Automobile. The Association shall carry liability for bodily injury and property damage for all owned and non-owned motor vehicles used in Association

business with limits of protection and coverage as determined annually by the Board of Directors.

(d) Workers' Compensation. The Association shall carry workers' compensation coverage necessary to meet the requirements of law.

(e) Fidelity Bonds. The Association shall obtain and maintain adequate insurance or fidelity bonding of all persons who control or disburse funds of the Association. The insurance policy or fidelity bond must cover the maximum funds that will be in the custody of the Association or its management agent at any one time. As used in this paragraph, the term "persons who control or disburse funds of the Association" includes, but is not limited to, those individuals authorized to sign checks and the president, secretary and treasurer of the Association. The Association shall bear the cost of bonding.

(f) Other. The Association may, at its option, purchase demolition insurance in adequate amounts to cover demolition in the event of destruction and the decision not to rebuild. The Association may also purchase and maintain insurance on commonly owned personal property and such other insurance as it may deem necessary.

8.4 Premiums. Premiums for insurance purchased by the Association shall be a Common Expense. Premiums shall be paid by the Association.

8.5 Insurance Trustee and Share of Proceeds. All insurance policies purchased by the Association shall be for the benefit of the Association and the Unit Owners and their mortgagees as their interests may appear (without naming them) and shall provide that all proceeds in excess of Fifty Thousand and 00/100 Dollars (\$50,000.00) covering property losses shall be paid to an Insurance Trustee, which shall be a bank or financial institution with trust powers and qualified to do business in the State of Florida, or an attorney licensed to practice law in the State of Florida, as may from time to time be designated by the Board of Directors of the Association, or in the absence of such designation or as to proceeds less than Fifty Thousand and 00/100 Dollars (\$50,000.00), then the Board of Directors of the Association acting as Insurance Trustee. The duty of the Insurance Trustee shall be to receive such proceeds as are paid and hold the same in trust for the purposes elsewhere stated herein and for the benefit of the Association, the Unit Owners and their mortgagees in the following shares, but which shares need not be set forth on the records of the Insurance Trustee:

(a) Common Elements. Proceeds on account of damage to Common Elements shall be held in undivided shares for the Unit Owners of the Condominium, such shares being the same as the share upon termination as shown on **Exhibit "D"** attached hereto.

(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 Unit 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 Board of Directors of the Association.

(2) When the building is not to be restored for the Owners of Units in such building, in undivided shares being the same as their respective shares upon termination as shown on **Exhibit "D"**.

(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 Owner 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 except as provided in paragraphs 9.1(b)(1) and 9.1(b)(2).

8.6 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) Expenses of Trustee. If the Insurance Trustee is other than the Board of Directors, then all expenses of the Insurance Trustee shall be first paid or provisions made therefor.

(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 thereof as elsewhere provided. Any proceeds remaining after defraying such costs shall be distributed to the beneficial owners, remittances to Unit Owners and 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.

(c) Failure to Reconstruct or Repair. If it is determined in the manner elsewhere provided that the damage for which the proceeds are paid shall not be 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, the Insurance Trustee, if other than the Board of Directors, may rely upon a certificate of the Association made by its President and Secretary or by the Association's managing agent as to the names of current Unit Owners and their respective shares of the distribution.

9. Reconstruction or Repair After Casualty.

9.1 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, the same shall be reconstructed or repaired unless the damages to the building containing such Common Element extend to the Units, in which case the provisions of paragraph 9.1(b) shall apply.

(b) Building.

(1) Partial Destruction. If the damaged improvement is one of the buildings and less than ninety percent (90%) of the amount of insurance applicable to such building is forthcoming by reason of such casualty, then the building shall be reconstructed and repaired unless seventy-five percent (75%) of the Unit Owners of Units and all holding first mortgages upon Units contained within such building shall agree in writing that the same shall not be reconstructed or repaired.

(2) Total Destruction. If the damaged improvement is one of the buildings and ninety percent (90%) or more of the amount of casualty insurance applicable to such building is forthcoming by reason of such casualty, the building shall not be reconstructed or repaired unless within sixty (60) days after casualty seventy-five percent (75%) of the Owners of the Units and all holding first mortgages upon Units contained within such building shall agree in writing that the same shall be reconstructed or repaired.

(c) Certificate. If other than the Board of Directors, the Insurance Trustee may rely upon a certificate of the Association made by its President and Secretary or managing agent to determine whether the Unit Owners have made a decision whether or not to reconstruct or repair.

9.2 Plans and Specifications. Any reconstruction or repair must be substantially in accordance with the plans and specifications of the original building and improvements, or, if not, then according to plans and specifications approved by the Board of Directors of the

Association and if the damaged property is a building containing Units, by the Owners of all damaged Units therein, which approvals shall not be unreasonably withheld.

9.3 Responsibility. If the damage is only to those parts of Units for which the responsibility of maintenance and repair is that of Unit Owners, then the Unit Owners shall be responsible for reconstruction and repair after casualty. In all other instances, the responsibility of reconstruction and repair after casualty shall be that of the Association.

9.4 Estimate of Costs. When the Association shall have the responsibility of reconstruction or repair, prior to the commencement of reconstruction and repair the Association shall obtain reliable and detailed estimates of the cost to repair or rebuild.

9.5 Assessments for Reconstruction and Repair. If the proceeds of insurance are not sufficient to defray the estimated cost of reconstruction and repair by the Association, or if at any time during or after reconstruction and repair the funds for payment of the cost of reconstruction and repair are insufficient, assessments shall be made against Unit Owners in sufficient amounts to provide funds for the payment of such costs. Such assessments on account of damage to Common Elements shall be against all Unit Owners in proportion to the Unit Owner's share in the Common Elements. Such assessments against Unit Owners for damage to Units shall be in proportion to the cost of reconstruction and repair of their respective Units.

9.6 Construction Funds. The funds for the payment of costs for reconstruction and repair after casualty, which shall consist of the 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 to provide funds for the payment of reconstruction and repair which is the responsibility of the Association is more than Fifty Thousand and 00/100 Dollars (\$50,000.00), 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 shall disburse the same 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 collection of assessments against Unit Owners shall constitute a construction fund which shall be disbursed in payment of the costs of reconstruction and repair in the following manner:

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

(2) Association - Lesser Damage - If the amount of the estimated cost of reconstruction and repair which is the responsibility of the Association is less than Fifty Thousand and 00/100 Dollars (\$50,000.00), then the construction fund shall be held and disbursed by the Association in payment of such costs.

(3) Association - Major Damage - If the amount of the estimated costs of reconstruction and repair which is the responsibility of the Association is more than Fifty Thousand and 00/100 Dollars (\$50,000.00), then the construction fund shall be disbursed in payment of such costs in the manner required by the Board of Directors of the Association and upon approval of an architect or engineer qualified to practice in the state and employed by the Association to supervise the work.

(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 distributed to the beneficial owners of the fund in the manner elsewhere stated; except that part of a distribution to a beneficial owner up to the amount of assessments paid by such owner into the construction fund shall not be made payable to any mortgagee.

(5) Certificate - Notwithstanding the provisions herein, the Insurance Trustee, if other than the Board of Directors of the Association, shall not be required to determine whether or not sums paid by 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 made upon the order of the Association or upon approval of an architect or otherwise, nor whether a disbursement is to be made from the construction fund, nor to determine whether surplus funds to be distributed are less than the assessments paid by Owners, nor to determine any other fact or matter relating to its duties hereunder. Instead, the Insurance Trustee, if other than the Board of Directors of the Association, may rely upon a certificate of the Association made by its President and Secretary as to any or all 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 herein required to be named as payee, the Insurance Trustee shall also name the mortgagee as payee; and further provided that when the Association, or a mortgagee which is the beneficiary of an insurance policy, the proceeds of which are included in the construction fund, so requires, the approval of an architect named by the Association shall be first obtained by the Association.

10. Use Provisions. The use of the Condominium Property shall be in accordance with the following provisions as long as the Condominium exists and the buildings in useful condition exist upon the land:

10.1 Units. The Condominium Property shall be used only as a residential community. Except for the development of the Condominium and the sale of Units by the Declarant, no trade, business or profession of any kind may be conducted in, on or from any Unit or the Condominium Property, except that a home office may be maintained if such use does not involve the regular attendance or entry of non-residents to the Unit or otherwise diminishes the residential character of the Condominium. The letting, renting or leasing of Units for residential purposes shall not constitute a trade or business. However, a Unit may not be used as more than one (1) dwelling unit.

10.2 Common Elements. The Common Elements shall be used only for the purposes for which they are intended in the furnishing of services and facilities for the enjoyment of the Units.

10.3 Occupancy and Leasing.

(a) Occupancy. Occupancy of Units is restricted to one (1) family and their guests. Occupancy by guests in the absence of the Unit Owner is limited to four (4) times per calendar year and a cumulative maximum of thirty (30) days. Occupancy by tenants of the Unit Owner and authorized users of Units owned by corporations or other entities is further restricted to the number of persons equal to two (2) times the number of bedrooms in the Unit.

(b) Leasing. Only entire Units may be rented provided the occupancy is only by the lessee and their servants and non-paying social guests and the lease term is in accordance with the City of Atlantic Beach Building Codes, which presently provides for rental periods of no less than ninety (90) days. Following the closings of the sale of ninety percent (90%) of the Units to Owners other than Declarant, no more than forty-nine percent (49%) of all Units may be rented at any time. Notwithstanding any lease provisions to the contrary, all Unit leases shall be deemed to include the leasing and the use and enjoyment of the Common Elements during the term of the lease and the Owner of the Unit shall not have the right to use the recreational or other common facilities of the Condominium. All leases shall be on forms approved by the Association and shall

provide that the Association shall have the right to impose fines and/or evict the tenant for material violations of or failure to comply with all provisions of this Declaration, the Articles of Incorporation, By-Laws of the Association, the Rules and Regulations or other applicable provisions of any law, agreement or instrument affecting the Condominium. The Unit Owner will be jointly and severally liable with the tenant to the Association for any amount which is required by the Association to repair any damage to the Common Elements resulting from acts or omissions of tenants (as determined in the sole discretion of the Association) or to pay any claim for injury or damage to property caused by the negligence of the tenant. In addition, the Association may require a prospective tenant to place a security deposit in an amount not to exceed one (1) month's rent into an escrow account maintained by the Association to secure the tenant's obligation to reimburse the Association for damage to the Common Elements or to pay fines for violations by the tenant or other occupants of the Unit. Prior to occupancy by the tenant, the Unit Owner or tenant shall provide a copy of the fully executed lease, the anticipated occupancy date and any security deposit required by the Association. No rooms may be rented and no transients may be accommodated in a Unit. The Association may promulgate further rules and regulations regarding leasing. An amendment of this paragraph shall require the written consent of not less than seventy-five percent (75%) of the voting interests of all Unit Owners.

10.4 Regulations. Reasonable regulations concerning the use of the Condominium Property may be made and amended from time to time by the Association as provided by its Articles of Incorporation and By-Laws. Copies of such regulations and amendments thereto shall be furnished by the Association to all Unit Owners and residents of the Condominium.

10.5 Parking Spaces.

(a) Parking Spaces. The parking spaces shown on **Exhibit "B"** to the Declaration are part of the Common Elements of the Condominium. However, Declarant has reserved the right to assign the exclusive use of one or more parking spaces to certain Units. Once assigned by the Declarant to a Unit, the parking space shall be Limited Common Elements appurtenant to that certain Unit. The procedure for assigning and changing reserved parking spaces is set forth below.

(b) Assignment and Transfer of Parking Spaces. The assignments shall be made initially by the Declarant in connection with the sale of Units. The Declarant shall be entitled to retain all consideration paid for the initial assignment of the exclusive right to use a parking space. Declarant's right to assign a parking space shall continue until Declarant closes the sale of all Condominium Parcels or assigns its rights hereunder to the Association. Thereafter, the Association shall have the right to assign any unassigned parking spaces provided that the Association may not change Declarant's assignments without the consent of the Owner of the Unit to which such parking spaces have been assigned. Parking spaces may be assigned only to Units within the Condominium, and may be transferred only among Unit Owners. Except as set forth below, the exclusive right to use a parking space is automatically transferred with the conveyance of the Unit to which it is appurtenant. The right of exclusive use of each Limited Common Element passes with the Unit to which it is assigned, whether or not separately described, and cannot be separated from it except that the use rights to particular storage closets may be exchanged between Units or transferred to another Unit, as follows:

(1) The Unit Owners desiring to exchange use rights shall execute a Certificate of Transfer in recordable form, which shall include the recording data identifying this Declaration, and shall be executed by the Unit Owners with the formalities required for the execution of a deed.

(2) The transfer of use rights shall be complete and effective when the Certificate is recorded in the Public Records of the County. The costs of preparing and recording the Certificate shall be borne by the Unit Owners desiring the exchange or transfer. A copy of the recorded Certificate shall be provided to the Association for its records.

Maintenance of the parking spaces, whether or not assigned to a particular Unit, are

declared to be a Common Expense, and the expenses incident to the same shall be divided among all Unit Owners.

10.6 Storage Closets. The storage closets shown on **Exhibit "B"** to the Declaration are part of the Limited Common Elements of the Condominium. Once assigned by the Declarant to a Unit, the storage closet shall be a Limited Common Elements appurtenant to that certain adjacent Unit.

10.7 Pets. No pets or animals shall be kept or maintained in or about the Condominium Property except only dogs, cats, small caged birds, and aquarium fish (hereinafter referred to as "Pets"). No pigs or reptiles of any kind are permitted. A conditional license to maintain two (2) Pets, as defined above, in the Unit is granted to residents, subject to the following conditions and reservations:

- (a) Dogs must be kept on a leash at all times while on the Common Elements.
- (b) Pets must not be curbed near the walkways, shrubbery, gardens or other public spaces. Owners of Pets are required to clean up after Pets.
- (c) A resident is fully responsible for any damage to person or property caused by his Pet. In the event of any damage to the Condominium Property caused by a Pet, the decision of the Board of Directors as to the amount of the damage shall be determinative and the Unit owner and/or tenant shall be required to reimburse the Association for the amount of damage.
- (d) Aquarium fish are permitted, but are not counted in the two pet limitation.

This conditional license is subject to revocation and termination at any time by the Board of Directors upon their reasonable determination that such Pet is an unreasonable nuisance or danger to others.

10.8 Lawful Use. All valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction shall be observed. The responsibility for meeting the requirements of governmental bodies that require maintenance, modification or repair on Condominium Property shall be the same as the responsibility for the repair and maintenance of the property as expressed earlier in this Declaration. No activity is permitted, nor shall any object or substance be kept, stored or emitted within the Condominium Property in violation of applicable laws. No immoral, improper, offensive or unlawful use shall be made of the Condominium Property or any part thereof. No noxious, destructive or offensive activity is permitted within the Condominium Property, nor shall anything be done within the Condominium Property that may constitute a nuisance to any other person lawfully occupying any portion of the Condominium Property.

10.9 Sound and Noise Transmission. It is not possible to completely eliminate sound and noise transmission in multi-family housing buildings such as the structures upon the Condominium Property. As such, no activity is permitted on any portion of the Condominium Property which would constitute a nuisance or harass, annoy, or inconvenience any other person lawfully occupying any portion of the Condominium Property.

10.10 Proviso. Notwithstanding the foregoing, Declarant shall have the right and privilege to do all things necessary to develop the Condominium Property and sell the Units, including the right to use Units owned by it and portions of the Common Elements as a sales office or as model display units for the sale of Units in this Condominium.

11. Notice of Lien or Suit.

11.1 Notice of Lien. A Unit Owner shall give notice, in writing, to the Association of every lien upon his Unit other than mortgages, real estate taxes and special assessments, such notice to be given within five (5) days after the attaching of the lien.

11.2 Notice of Suit. A Unit Owner shall give notice, in writing, to the Association of every suit or other proceeding which may affect the title to his Unit, such notice to be given within five (5) days after the Unit Owner obtains knowledge thereof.

11.3 Failure to Comply. Failure to comply with this subsection concerning liens will not affect the validity of any judicial suit.

12. Compliance and Default. Each Unit Owner shall be governed by and shall comply with the terms of this Declaration, the By-Laws and the Rules and Regulations adopted pursuant thereto, and said documents as they may be amended from time to time. Failure of the Unit Owner to comply therewith shall entitle the Association or other Unit Owners to the following relief in addition to other remedies provided in this Declaration, the By-Laws and the Condominium Act. All rights, remedies and privileges shall be deemed to be cumulative, and the exercise of any one or more shall not be deemed to constitute an election of remedies nor shall it preclude the party thus exercising the same from exercising such other and additional rights, remedies or privileges as may be granted to such party by this Declaration, the By-Laws or at law or in equity.

12.1 Enforcement. The Association is hereby empowered to enforce this Declaration and the By-Laws and Rules and Regulations of the Association by such means as are provided by the laws of the State of Florida.

12.2 Negligence. A Unit Owner shall be liable for the expense of any maintenance, repair or replacement rendered necessary by his act, neglect or carelessness or by that of any member of his family, his lessees or his or their guests, invitees, employees or agents, but only to the extent that such expense is not met by the proceeds of insurance carried by the Association. Such liability shall include any increase in fire and casualty insurance rates occasioned by use, misuse, occupancy or abandonment of a Unit or the Common Elements.

12.3 Costs and Attorney's Fees. In any proceeding arising because of an alleged failure of a Unit Owner to comply with the terms of the Declaration, By-Laws or Rules and Regulations adopted pursuant thereto, 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 attorneys' fees as may be awarded by the court.

12.4 No Waiver of Rights. The failure of the Declarant, the Association or any Unit Owner to enforce any covenant, restriction or other provision of the Condominium Act, this Declaration, the By-Laws or the Rules and Regulations adopted pursuant thereto, shall not constitute a waiver of the right to do so thereafter.

12.5 Water Management District. The St. Johns River Water Management District shall have the right to enforce, by a proceeding at law or in equity, the provisions contained in this Declaration which relate to the maintenance, operation and repair of the Surface Water or Stormwater Management System.

13. Amendments.

13.1 General. Subject to the other provisions of the Declaration relative to amendment, this Declaration may be amended in the manner provided in the Condominium Act, as the same may from time to time be amended or modified; provided, however, for so long as Declarant holds any Units for sale in the ordinary course of business, no amendment that would be detrimental to the sale of Units by the Declarant shall be effective without the joinder of Declarant. No amendment shall be passed which shall materially impair or prejudice the rights of Institutional First Mortgagees (unless required to comply with applicable law or the regulations of the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Department of Veterans Affairs or other agency buying or insuring first mortgages) without the written approval of all such Institutional First Mortgagees affected by the amendment.

13.2 Declarant. As long as the Declarant holds fee simple title any Unit, the Declarant may amend this Declaration and the Articles of Incorporation and By-Laws of the Association to comply with the requirement of any government agency or instrumentality or an Institutional First Mortgagee willing to make, insure or guarantee loans for the development of the

Condominium, or to make, insure, guarantee or purchase permanent mortgage loans secured by a Unit, or any amendment necessary to comply with governmental laws, regulations or requirements applicable to the Condominium, or any amendment to correct errors or inconsistencies in this Declaration or the Articles or By-Laws of the Association, or to exercise other amendment rights specifically reserved herein or any amendment not prohibited under paragraph 13.3 hereof. Such amendments shall be effective without the joinder of the Association or any record Owner of any Unit, or the joinder of any owner of any lien thereon; provided, however, that no such amendment shall adversely affect the lien or priority of any previously recorded Institutional First Mortgage as it affects a Unit without the consent of the mortgagee.

13.3 Proviso. No amendment shall change the configuration or size of any Unit in any material fashion, materially alter or modify the appurtenances to the Unit, change the proportion or percentage by which the Unit Owner shares the Common Expenses and Common Surplus or permit timeshare estates to be created in any Unit of the Condominium, unless the record Owner of the Unit concerned and all record owners of liens on the Unit join in the execution of the amendment, and unless the record owners of all other Units approve the amendment.

13.4 Requirement of Reasonable Consent. Whenever this Declaration, the Articles or By-Laws of the Association requires the consent, joinder or approval of any amendment by a Unit Owner or a holder of any mortgage or other lien, such consent, joinder or approval shall not be unreasonably withheld or delayed.

13.5 Surface Water or Stormwater Management System. Any amendment to this Declaration which alters any provision relating to the Surface Water or Stormwater Management System, beyond maintenance in its original condition, including the water management portions of the Common Elements, must have the prior approval of the St. Johns River Water Management District or the State of Florida Department of Environmental Protection, as applicable.

14. Termination. The Condominium may be terminated in the following manner:

14.1 Agreement. The Condominium may be terminated at any time by approval, in writing, of all of the Owners of the Condominium and by at least sixty-seven percent (67%) of the record owners of mortgages upon Units therein owned by Institutional First Mortgagees that have requested notice from the Association under paragraph 15 hereof.

14.2 Total Destruction or Taking of the Buildings. If the Condominium building or all of the Condominium buildings, if more than one (1), as a result of common casualty are damaged within the meaning of paragraph 9.1(b)(2) hereof, and it is decided as therein provided that such buildings shall not be reconstructed or repaired, or if taken by eminent domain, then the condominium form of ownership will thereby terminate without agreement and the following shall be effective: The Owners of the Units shall thereupon be the Owners, as tenants in common, of the Condominium Property, the insurance or eminent domain proceeds, and the assets of the Association. The shares of such tenants in common shall be as shown on **Exhibit "D"** attached hereto.

14.3 General Provisions. Upon termination of the Condominium, the mortgagee and lienor of a Unit Owner who shall thereby become tenants in common shall have a mortgage and lien solely and exclusively upon the undivided share of such tenancy in common in and to the lands and other properties and rights which he may receive by reason of such termination or exclusion. The termination of the Condominium shall be evidenced by a certificate of the Association executed by its president and Secretary certifying as to the facts affecting the termination, which certificate shall become effective upon being recorded in the Official Public Records of the County.

14.4 Amendment. This section concerning termination cannot be amended without consent of not less than eighty percent (80%) of the total voting interests in the Association.

15. Additional Rights of Institutional First Mortgagees. In addition to any rights provided elsewhere in this Declaration, any Institutional First Mortgagee or the holder, insurer or

guarantor of any first mortgage on a Unit shall be entitled to receive from the Association any of the following items upon written request:

15.1 Annual Financial Statements of Association. To be furnished with at least one copy of the annual financial statement and report of the Association, including a detailed statement of annual carrying charges, or income collected, and operating expenses. The financial statement and report shall be furnished within ninety (90) days following the end of each fiscal year.

15.2 Notice of Meetings. To be given written notice by the Association of a meeting of the Unit Owners to be held for the purpose of considering any proposed amendment to this Declaration of Condominium or to the Articles of Incorporation or By-Laws of the Association, which notice shall state the nature of the Amendment being proposed.

15.3 Notice of Defaults. To be given written notice of any default by any Owner of a Unit encumbered by mortgage in the performance of such mortgagor's obligations under the Declaration, Articles or By-Laws of the Association or Regulations which is not cured within sixty (60) days. The notice shall be given in writing and shall be sent to the principal office of such Institutional First Mortgagee or other parties identified in this paragraph or to the place which it or they may designate in writing to the Association from time to time.

15.4 Insurance Endorsements. To be given an endorsement of the policies covering the Common Elements and Limited Common Elements requiring that such Institutional First Mortgagee or other parties identified in this paragraph be given any notice of cancellation or material modification provided for in such policy.

15.5 Examination of Books and Records. Upon reasonable notice, to examine the books and records of the Association including a current copy of the Declaration of Condominium and the Articles of Incorporation and By-Laws of the Association during normal business hours.

15.6 Notice of Casualty or Condemnation Loss. To be given written notice by the Association of any casualty or condemnation loss that affects a material portion of the Condominium Property or any Unit encumbered by its mortgage.

15.7 Rental Restrictions. The provisions of paragraph 10.3 above regarding minimum lease terms is not applicable to an Institutional First Mortgagee acquiring title to a Unit by virtue of a foreclosure of a mortgage on that Unit.

16. Severability. The invalidity in whole or in part of any covenant or restriction or any paragraph, subparagraph, sentence, clause, phrase or word or other provision of this Declaration, the Articles, the By-Laws, the Rules and Regulations of the Association and any exhibits attached hereto, shall not affect the remaining portions thereof.

17. Intent. It is the intent of the Declarant to create a condominium pursuant to the Condominium Act as in effect on the date this Declaration is filed. Declarant reserves the right to amend this Declaration to the extent necessary to validly create a condominium, subject to the limitations set forth in Section 718.110(2), Florida Statutes. The Condominium hereby created shall be governed in accordance with the several laws of the State of Florida, this Declaration, the Articles of Incorporation and the By-laws of the Association and all other instruments and exhibits attached to or made a part of this Declaration of Condominium.

18. Eminent Domain. If all or any part of the Common Elements shall be taken, injured or destroyed by eminent domain, each Unit Owner shall be entitled to notice of such taking and to participate through the Association in all condemnation and other proceedings. Any damages shall be for the taking, injury or destruction as a whole and shall be collected by the Association and distributed by it among Unit Owners in proportion to their respective undivided interests in the Common Elements or Limited Common Elements so taken, injured or destroyed, except that such funds as are deemed by the Board of Directors necessary or appropriate to be applied to the repair or restoration of property so injured or destroyed may be so applied.

19. Covenants Running with the Land. All provisions of this Declaration of Condominium and all attachments thereto shall be construed to be covenants running with the land and with any part thereof or interest therein, including, but not limited to, every Unit Owner and claimant of the property or any part thereof or interest therein, and his heirs, executors, administrators, successors and assigns shall be bound thereby.

20. Phased Development. The Declarant reserves the right, but shall not have the obligation, to develop in one or more additional phases and hereafter to submit in the sequence determined by Declarant to the condominium form of ownership under the terms and conditions of this Declaration and the Condominium Act, all or part of the real property more particularly described in **Exhibit "B"** attached to this Declaration and identified therein as Phase II and Phase III. The enumeration of a phase in **Exhibit "B"** shall not be determinative of the sequence in which phases are added to the Condominium, and Declarant may submit phases in any sequence it determines. Timeshare estates shall not be created with respect to Units in any phase of the Condominium.

20.1 Procedure. A Future Phase shall become part of this Condominium upon the election of the Declarant and the recordation of an amendment to this Declaration, executed only by Declarant, extending the terms and conditions of this Declaration to the Future Phase, without the consent of any person or entity.

20.2 Future Phase Descriptions. A plot plan and survey showing the approximate location of the improvements located on each Future Phase are also set forth in **Exhibit "B."** Declarant reserves the right without the consent of any person or entity to make non-material changes in the legal description of a phase and to amend the provisions of this paragraph and the phase plan attached hereto as **Exhibit "B,"** provided that the amendments are consistent with the provisions of Section 718.403(6), Florida Statutes. Declarant reserves the right to modify the plot plan as to building, driveway, parking and other improvement locations, to adjust for setback requirements, soil conditions, wetlands jurisdictional areas and other matters affecting the construction of the improvements. Declarant reserves the right to develop all or some of the other Future Phases for uses other than as a part of this Condominium.

20.3 Impact. The impact of the completion of Future Phases upon the Condominium initially created by this Declaration will be to cause the Future Phase land and improvements located thereon to be owned jointly by the Owners of this Condominium as Common Elements. As to Future Phases, the addition of Future Phases will: (a) increase the number of members of the Association; (b) increase the number of Units in the Condominium and the number of Units using the Common Elements; and (c) reduce a Unit Owner's undivided share of the Common Elements and the Common Expenses as described below.

20.4 Unit and Building Descriptions. Under Declarant's present development plan, if all Future Phases are added, the maximum number of buildings containing residential Units will be seven (7) and the maximum number of buildings containing non-residential Units will be one (1). The maximum number of residential Units will be twenty-six (26) and the maximum number of non-residential Units will be one (1). As to all Future Phases, the minimum size of a residential Unit will be approximately _____ (1,000) square feet and the maximum size of a Unit shall be approximately three thousand six hundred (3,600) square feet.

20.5 Undivided Share of Common Elements, Common Expenses and Common Surplus. As each Future Phase is added, the undivided share of Common Elements, Common Expenses and Common Surplus of the Units in Phase One and the Units of Future Phases that have been previously added to the Condominium, shall be recalculated using the following formula: Each Unit's percentage share equals the square footage of the Unit divided by the cumulative square footage of all Units submitted to the condominium form of ownership.

20.6 Addition of Phases. Declarant's right to unilaterally add the Future Phase to this Condominium expires seven (7) years from the date of recording of this Declaration.

20.7 No Encumbrance. The provisions of this Declaration shall not constitute an encumbrance on or grant to the Association or a Unit Owner or any other party of any right, claim or interest in any Future Phase until, if the Declarant so elects, such Future Phase is added

to this Condominium in accordance with this Declaration, and then the encumbrance, right, claim or interest, if any, shall extend only to the area of the Future Phase as added.

20.9 Mortgagee's Consent. The consent to this Declaration of Condominium of all holders of mortgages encumbering the Condominium Property as of the date hereof are attached as **Exhibit "G"**.

IN WITNESS WHEREOF, the Declarant has executed this Declaration of Condominium this 2nd day of April, 2007.

Signed, sealed and delivered in the presence of

VIA MARE, LLC, a Florida limited liability company

Dana L. Martin
Signature of Witness

By: Melissa J. Nelson
Print Name: Melissa J. Nelson
Title: Developer / Owner

Dana L. Martin
Printed Name of Witness

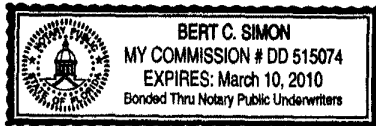
CASEY BARNES
Signature of Witness

CASEY BARNES
Printed Name of Witness

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 2nd day of April, 2007, by MELISSA J. NELSON, as Managing Member of Via Mare, LLC, a Florida limited liability company, on behalf of the company. She () is personally known to me or () has produced _____ as identification.

Bert C. Simon
Notary Public, State of Florida at Large



Bert C. Simon
Print Name
My commission expires:
My commission number is:

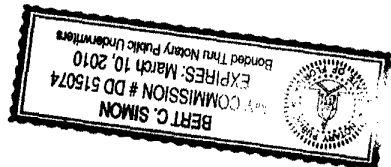


EXHIBIT LIST

Exhibit "A"	Legal Description of Condominium Property
Exhibit "B"	Graphic Description of Condominium Property
Exhibit "C"	Surveyor's Certificate
Exhibit "D"	Percentage Share in Common Elements, Common Expenses and Common Surplus
Exhibit "E"	Articles of Incorporation of Association
Exhibit "F"	By-Laws of Association
Exhibit "G"	Mortgagee's Consent

VIA MARE CONDOMINIUMS
PHASE ONE

LEGAL DESCRIPTION

Lot 14, Block 2, Plat No. 1 Subdivision "A" Atlantic Beach, according to the plat thereof recorded in Plat Book 5, Page 69 of the current public records of Duval County, Florida.

Lot 16, Block 2, Plat No. 1 Subdivision "A" Atlantic Beach, according to the plat thereof recorded in Plat Book 5, Page 69 of the current public records of Duval County, Florida.

Lot 18, Block 2, Plat No. 1 Subdivision "A" Atlantic Beach, according to the plat thereof recorded in Plat Book 5, Page 69 of the current public records of Duval County, Florida.

Lot 20, Block 2, Subdivision "A" Atlantic Beach, according to the plat thereof recorded in Plat Book 5, Page 69 of the current public records of Duval County, Florida.

EXHIBIT "A"

VIA MARE CONDOMINIUMS
Notes to Graphic Description of Improvements
(Exhibit "B" to Declaration of Condominium)

1. The name and address of the Condominium is Via Mare Condominiums, 333 thru 363 Ahern Street, Atlantic Beach, Florida 32233.
2. The Common Elements are all portions of the Condominium Property not contained within the Units.
3. The Limited Common Elements include the following items: any structure, improvement or equipment attached to the exterior walls of the building and serving only the particular Unit adjacent to such structure, including without limitation, balconies, porches, patios, rooftop terraces, and storage areas attached to the Unit. Assigned outdoor parking spaces are also designated limited common elements.
4. Ingress and egress to the Condominium Property is from Ahern Street, which is a publicly dedicated road.
5. The Condominium Property is to be used only for residential purposes and related uses such as recreation, parking and storage; provided, however, that the Studio Unit, which is owned by a Unit Owner and is ancillary to a certain Condominium Unit, is only to be used for non-commercial purposes by that Unit Owner, including, but not limited to, a home office, storage, or artist's studio.
6. Outdoor parking areas are used for parking, drainage, and ingress and egress. The number of outdoor parking places shown is approximate.
7. All improvements depicted on the plot plan, floor plans, and survey are proposed improvements. All dimensions are approximate.

MAP TO SHOW BOUNDARY SURVEY OF

THE WEST 1/2 OF LOT 10 AND ALL OF LOTS 12, 14, 16, 18, 20, 22, 24 AND 26, BLOCK 2 ACCORDING TO PLAT OF ATLANTIC BEACH SUBDIVISION "A" AS RECORDED IN PLAT BOOK 5 PAGE 69 OF THE CURRENT PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA.

FOR: MELISSA NELSON

PHASE ONE

LOTS 14, 16, 18 AND 20, BLOCK 2 ACCORDING TO PLAT OF ATLANTIC BEACH SUBDIVISION "A" AS RECORDED IN PLAT BOOK 5 PAGE 69 OF THE CURRENT PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA.

PHASE TWO

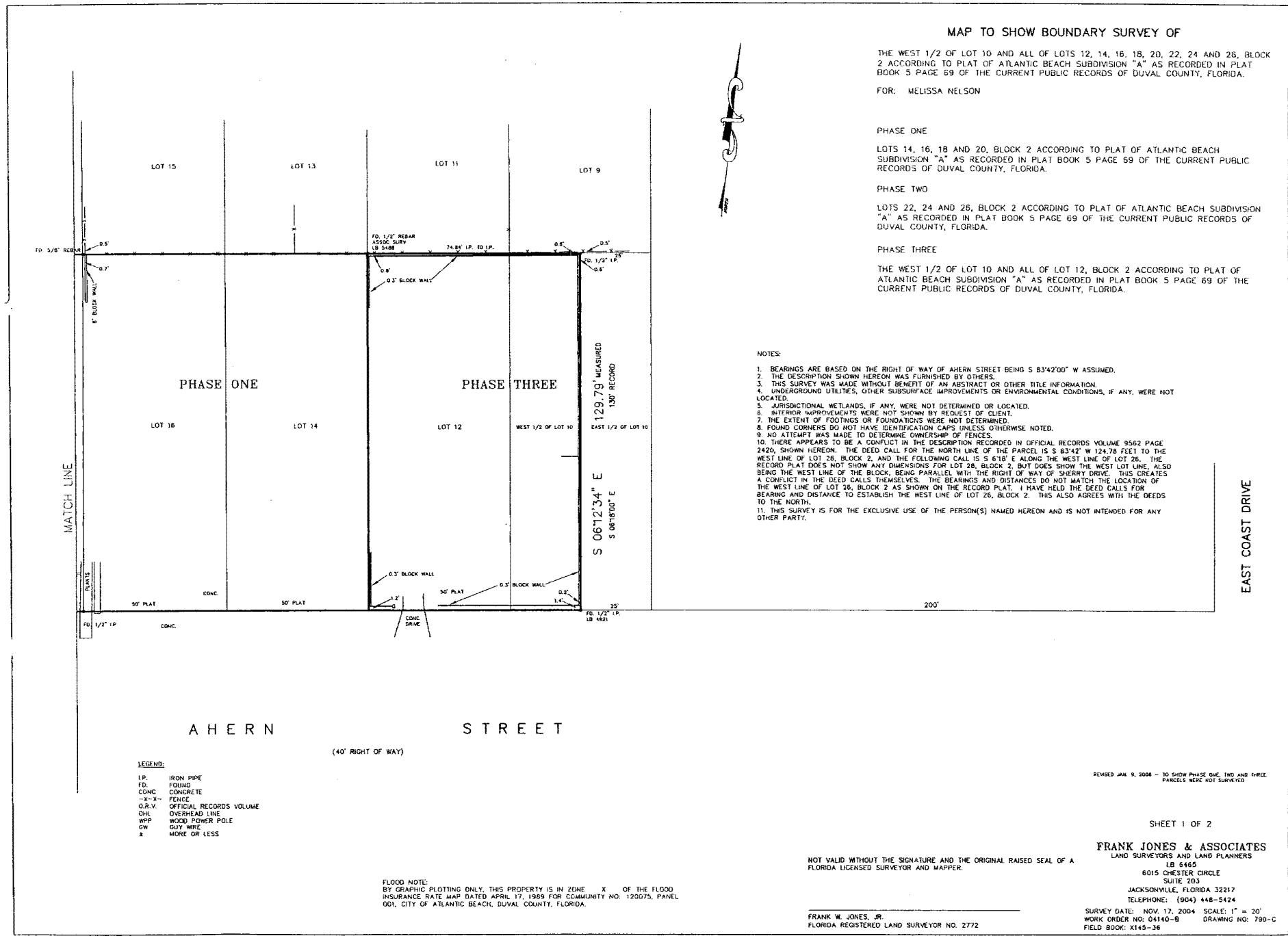
LOTS 22, 24 AND 26, BLOCK 2 ACCORDING TO PLAT OF ATLANTIC BEACH SUBDIVISION "A" AS RECORDED IN PLAT BOOK 5 PAGE 69 OF THE CURRENT PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA.

PHASE THREE

THE WEST 1/2 OF LOT 10 AND ALL OF LOT 12, BLOCK 2 ACCORDING TO PLAT OF ATLANTIC BEACH SUBDIVISION "A" AS RECORDED IN PLAT BOOK 5 PAGE 69 OF THE CURRENT PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA.

NOTES:

1. BEARINGS ARE BASED ON THE RIGHT OF WAY OF AHERN STREET BEING S 83°42'00" W ASSUMED.
2. THE DESCRIPTION SHOWN HEREON WAS FURNISHED BY OTHERS.
3. THIS SURVEY WAS MADE WITHOUT BENEFIT OF AN ABSTRACT OR OTHER TITLE INFORMATION.
4. UNDERGROUND UTILITIES, OTHER SUBSURFACE IMPROVEMENTS OR ENVIRONMENTAL CONDITIONS, IF ANY, WERE NOT LOCATED.
5. JURISDICTIONAL WETLANDS, IF ANY, WERE NOT DETERMINED OR LOCATED.
6. INTERIOR IMPROVEMENTS WERE NOT SHOWN BY REQUEST OF CLIENT.
7. THE EXTENT OF FOOTINGS OR FOUNDATIONS WERE NOT DETERMINED.
8. FOUND CORNERS DO NOT HAVE IDENTIFICATION CAPS UNLESS OTHERWISE NOTED.
9. NO ATTEMPT WAS MADE TO DETERMINE OWNERSHIP OF FENCES.
10. THERE APPEARS TO BE A CONFLICT IN THE DESCRIPTION RECORDED IN OFFICIAL RECORDS VOLUME 9562 PAGE 2420, SHOWN HEREON. THE DEED CALL FOR THE NORTH LINE OF THE PARCEL IS S 83°42' W 124.78 FEET TO THE WEST LINE OF LOT 26, BLOCK 2, AND THE FOLLOWING CALL IS S 6°18' E ALONG THE WEST LINE OF LOT 26. THE RECORD PLAT DOES NOT SHOW ANY DIMENSIONS FOR LOT 28, BLOCK 2, BUT DOES SHOW THE WEST LOT LINE, ALSO BEING THE WEST LINE OF THE BLOCK, BEING PARALLEL WITH THE RIGHT OF WAY OF SHERRY DRIVE. THIS CREATES A CONFLICT IN THE DEED CALLS THEMSELVES. THE BEARINGS AND DISTANCES DO NOT MATCH THE LOCATION OF THE WEST LINE OF LOT 26, BLOCK 2 AS SHOWN ON THE RECORD PLAT. I HAVE HELD THE DEED CALLS FOR BEARING AND DISTANCE TO ESTABLISH THE WEST LINE OF LOT 26, BLOCK 2. THIS ALSO AGREES WITH THE DEEDS TO THE NORTH.
11. THIS SURVEY IS FOR THE EXCLUSIVE USE OF THE PERSON(S) NAMED HEREON AND IS NOT INTENDED FOR ANY OTHER PARTY.



LEGEND:

I.P.	IRON PIPE
FD.	FOUND
CONC.	CONCRETE
-X-X-	FENCE
O.R.V.	OFFICIAL RECORDS VOLUME
O.H.L.	OVERHEAD LINE
W.P.P.	WOOD POWER POLE
C.W.	GUY WIRE
X	MORE OR LESS

FLOOD NOTE:
 BY GRAPHIC PLOTTING ONLY, THIS PROPERTY IS IN ZONE X OF THE FLOOD INSURANCE RATE MAP DATED APRIL 17, 1969 FOR COMMUNITY NO. 120075, PANEL 001, CITY OF ATLANTIC BEACH, DUVAL COUNTY, FLORIDA.

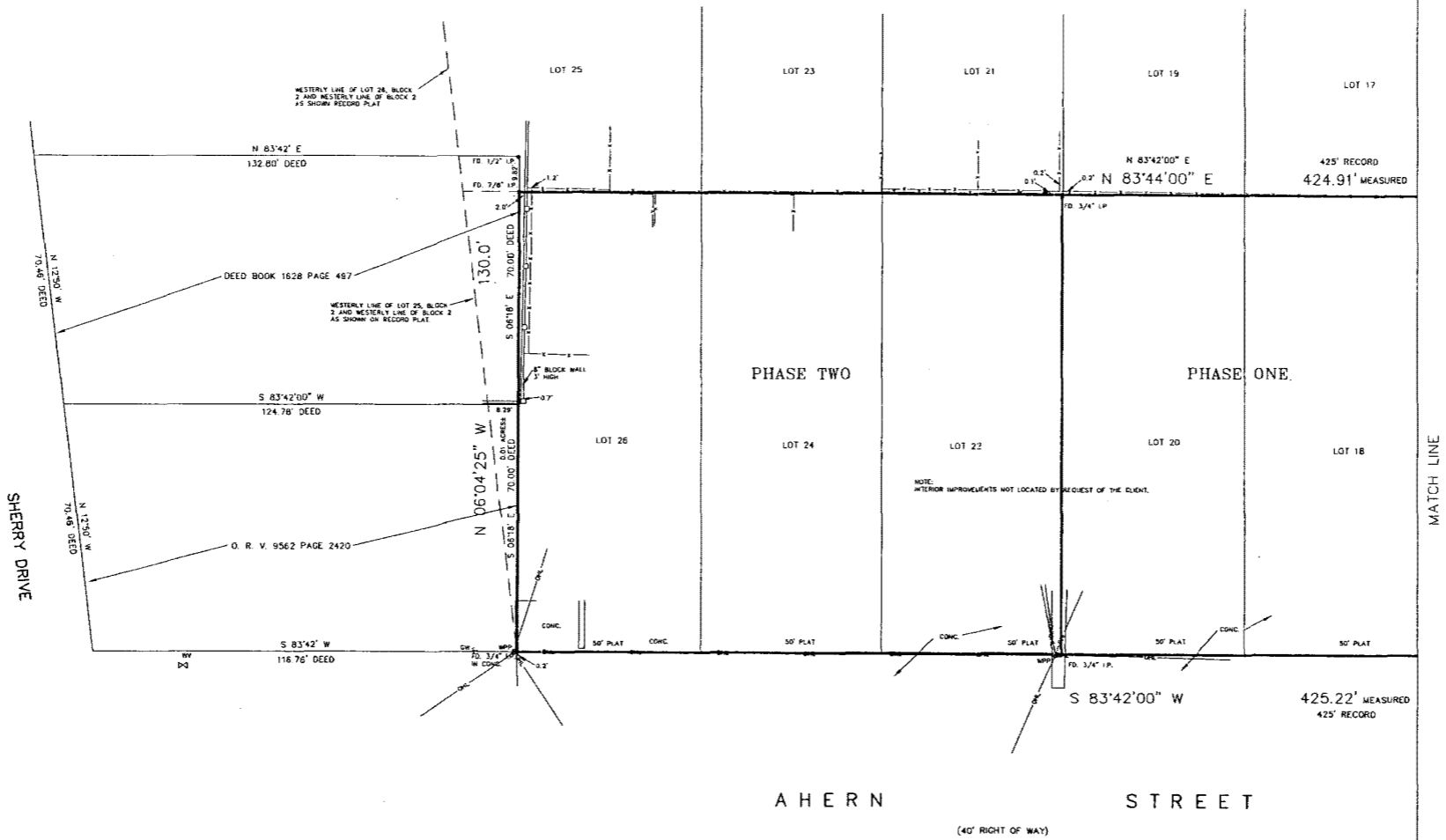
REVISED JAN. 9, 2006 - TO SHOW PHASE ONE, TWO AND THREE PARCELS WERE NOT SURVEYED

SHEET 1 OF 2

FRANK JONES & ASSOCIATES
 LAND SURVEYORS AND LAND PLANNERS
 LB 6465
 6015 CHESTER CIRCLE
 SUITE 203
 JACKSONVILLE, FLORIDA 32217
 TELEPHONE: (904) 448-5424
 SURVEY DATE: NOV. 17, 2004 SCALE: 1" = 30'
 WORK ORDER NO: 04140-B DRAWING NO: 790-C
 FIELD BOOK: K145-36

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

FRANK W. JONES, JR.
 FLORIDA REGISTERED LAND SURVEYOR NO. 2772



- LEGEND:
- I.P. IRON PIPE
 - FD. FOUND
 - CONC. CONCRETE
 - X-X- FENCE
 - O.R.V. OFFICIAL RECORDS VOLUME
 - O.H.L. OVERHEAD LINE
 - W.P. WOOD POWER POLE
 - G.W. GUY WIRE
 - ± MORE OR LESS

REVISED JAN. 9, 2006 - TO SHOW PHASE ONE, TWO AND THREE. PARCELS WERE NOT SURVEYED.

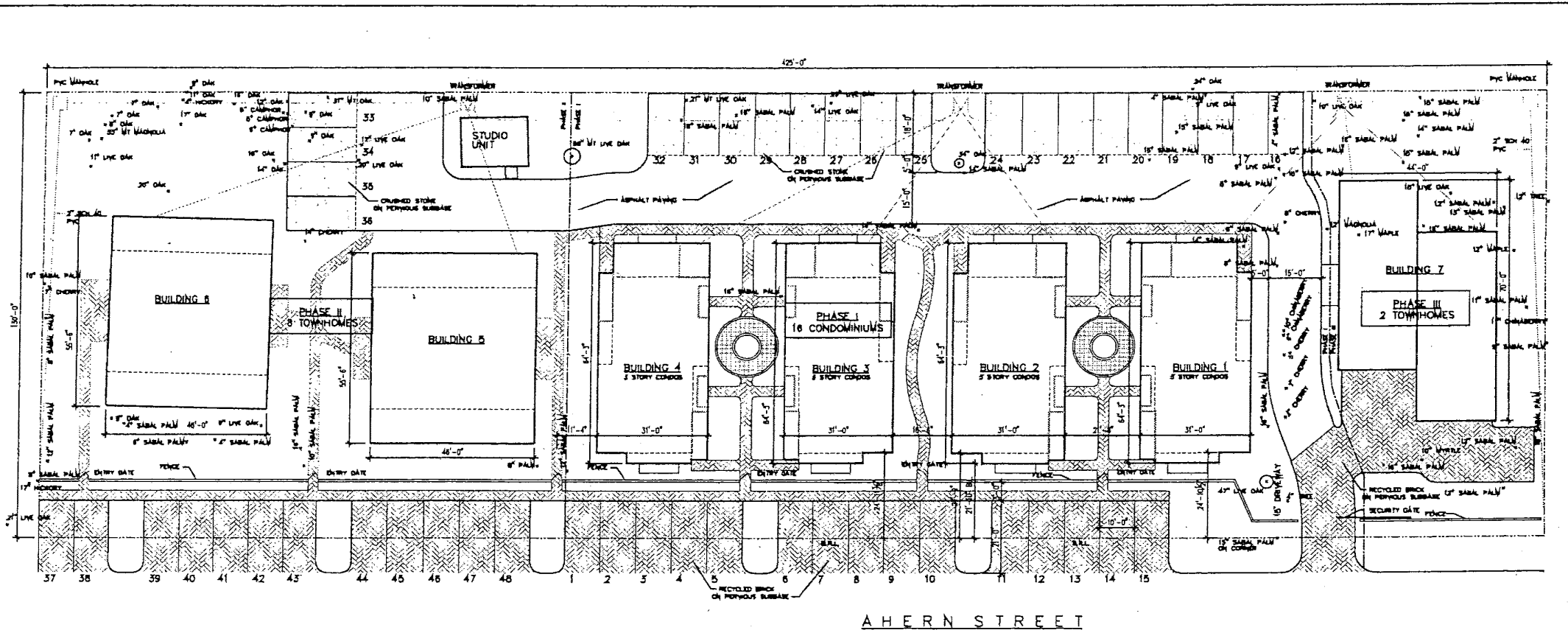
SHEET 2 OF 2

FRANK JONES & ASSOCIATES
 LAND SURVEYORS AND LAND PLANNERS
 LB 6465
 6015 CHESTER CIRCLE
 SUITE 203
 JACKSONVILLE, FLORIDA 32217
 TELEPHONE: (904) 448-5424

SEE SHEET 1 OF 2 FOR NOTES AND CERTIFICATION.

SURVEY DATE: NOV. 17, 2004 SCALE: 1" = 20'
 WORK ORDER NO: 04140-B DRAWING NO: 750-C
 FIELD BOOK: X145-36

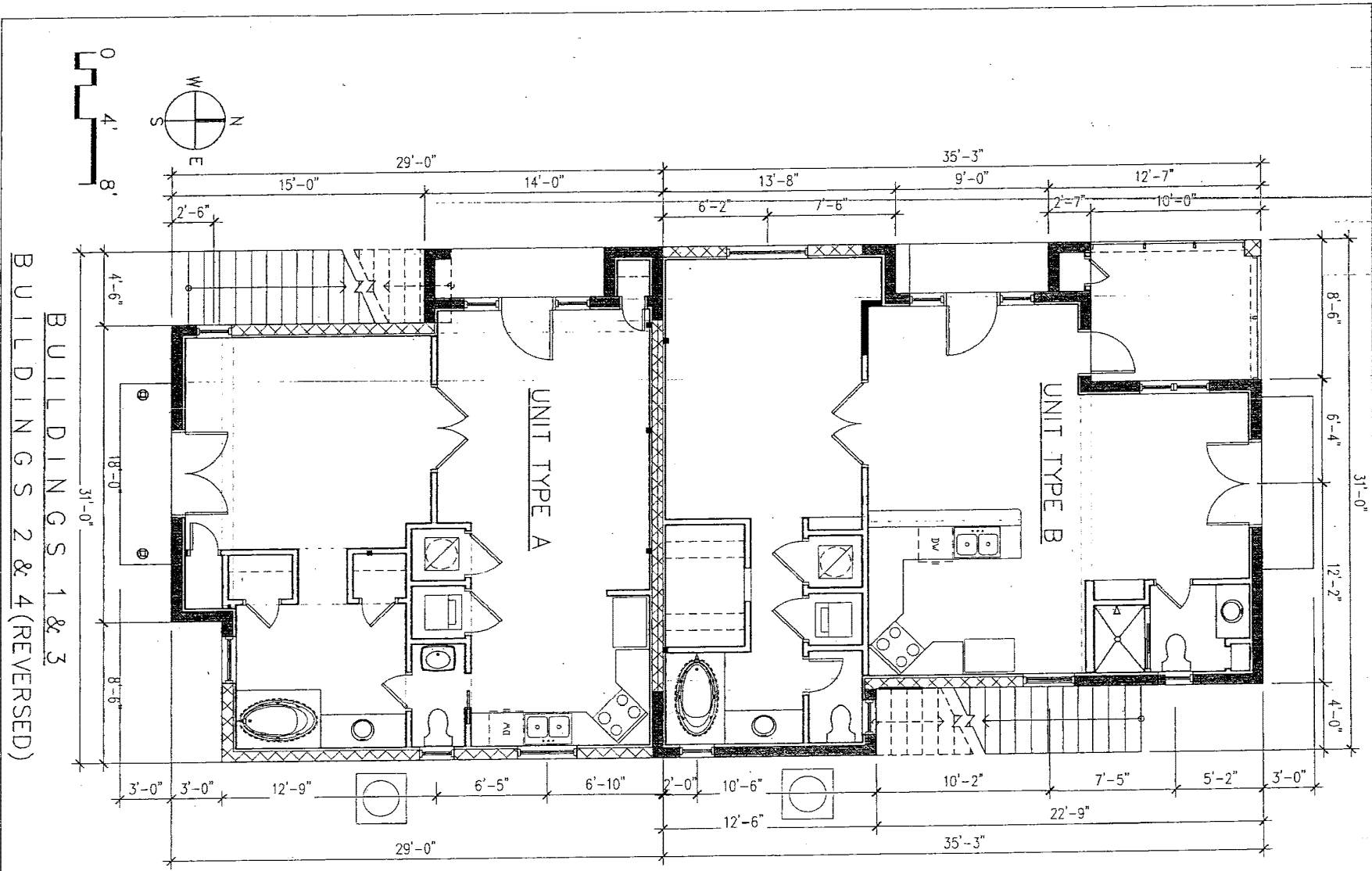
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AS101	SITE PLAN	05-16-05	12-14-05
		08-05-05	
		08-23-05	
		10-17-05	
		10-27-05	

VIA MARE CONDOMINIUMS
ATLANTIC BEACH, FLORIDA

johndaviedesigns
 general contractor- CGC021992
 (904) 424-5218 (office)
 (904) 247-8055 (fax)



BUILDINGS 1 & 3
BUILDINGS 2 & 4 (REVERSED)

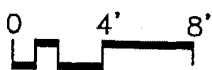
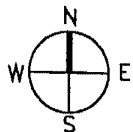
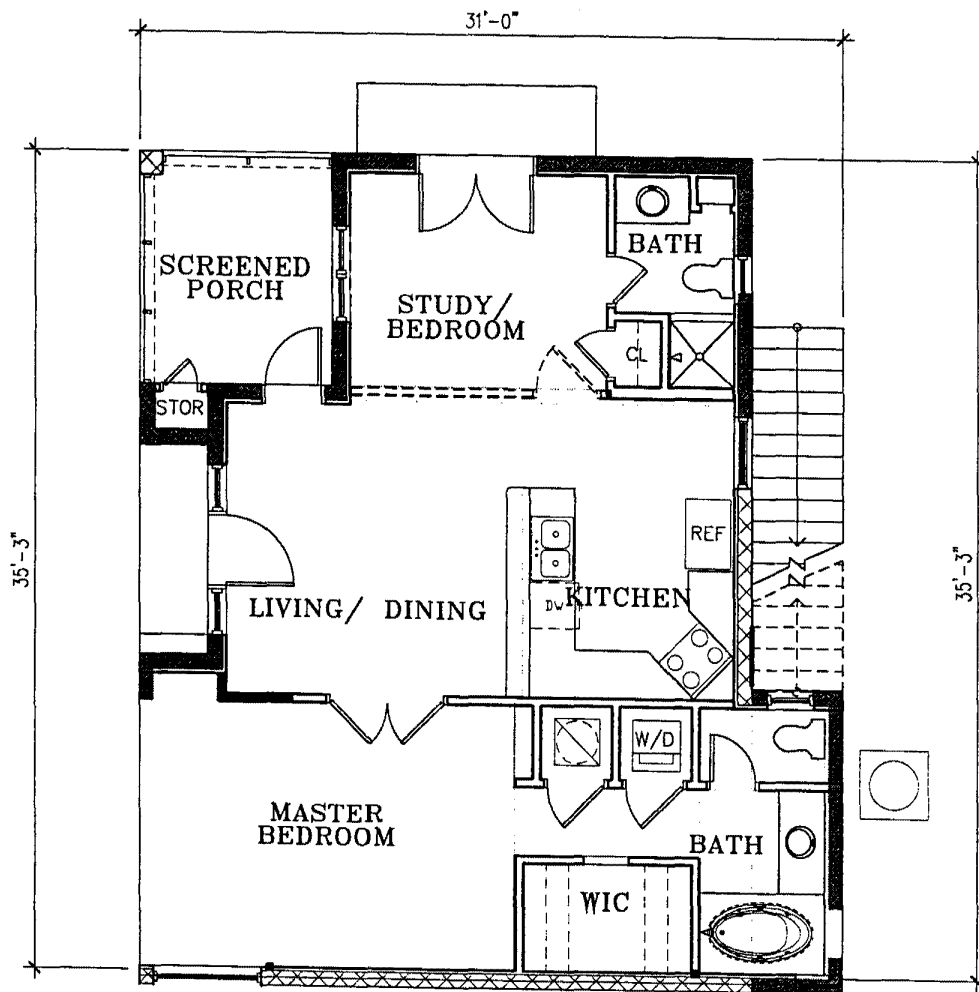
GROUND FLOOR PLAN

05-16-05	
05-27-05	
08-05-05	
12-14-05	

VIA MARE CONDOMINIUMS
ATLANTIC BEACH, FLORIDA

johndaviedesigns
 general contractor- CGC021992
 (904) 424-5218 (office)
 (904) 247-8055 (fax)

UNIT TYPE B-1*



BUILDINGS 1 & 3
UNIT 2 & 10

BUILDINGS 2 & 4
UNIT 6 & 14
(REVERSED)

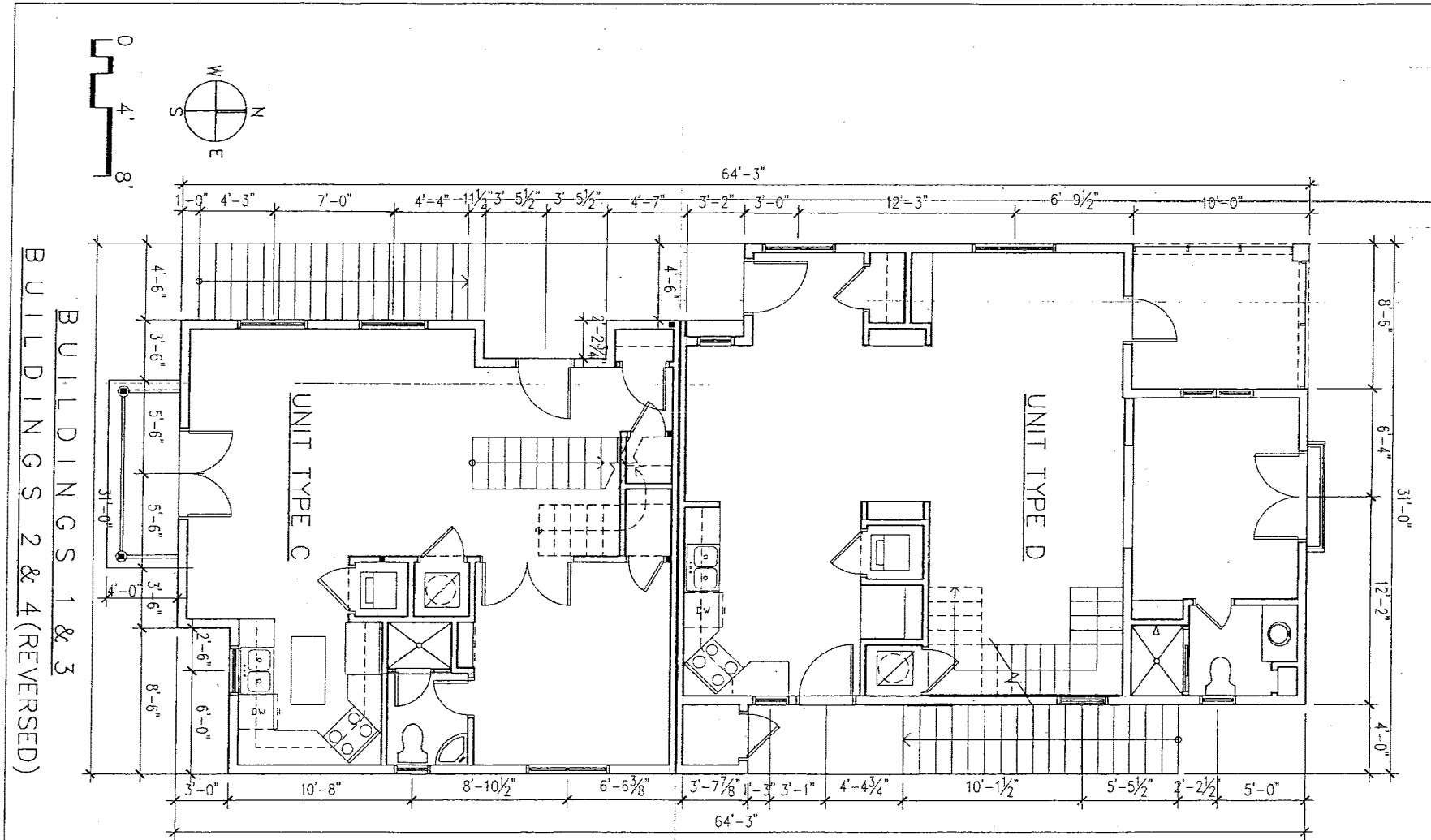
*UNIT TYPE B OPTIONAL MODIFICATION

JohnDaviedesigns
General contractor- CGC021992
(904) 424-5218 (office)
(904) 247-8055 (fax)

VIA MARE CONDOMINIUMS
ATLANTIC BEACH, FLORIDA

05-16-05	05-27-05	08-05-05	12-14-05
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UNIT
TYPE
B-1

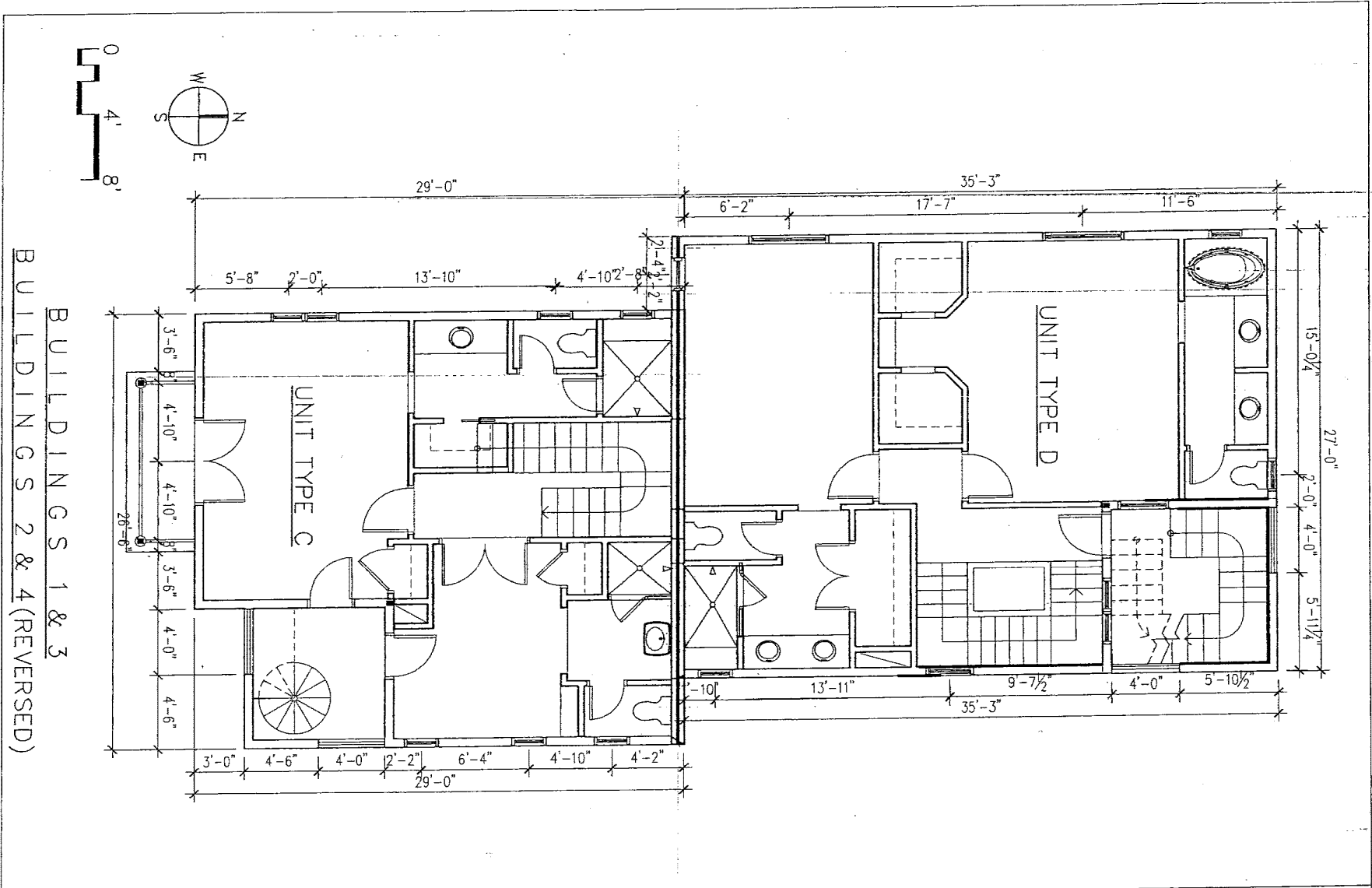


BUILDINGS 1 & 3
BUILDINGS 2 & 4 (REVERSED)

SECOND FLOOR PLAN	05-16-05	
	05-27-05	
	08-05-05	
	12-14-05	

VIA MARE CONDOMINIUMS
ATLANTIC BEACH, FLORIDA

johndaviedesigns
general contractor- CGC021992
(904) 424-5218 (office)
(904) 247-8055 (fax)



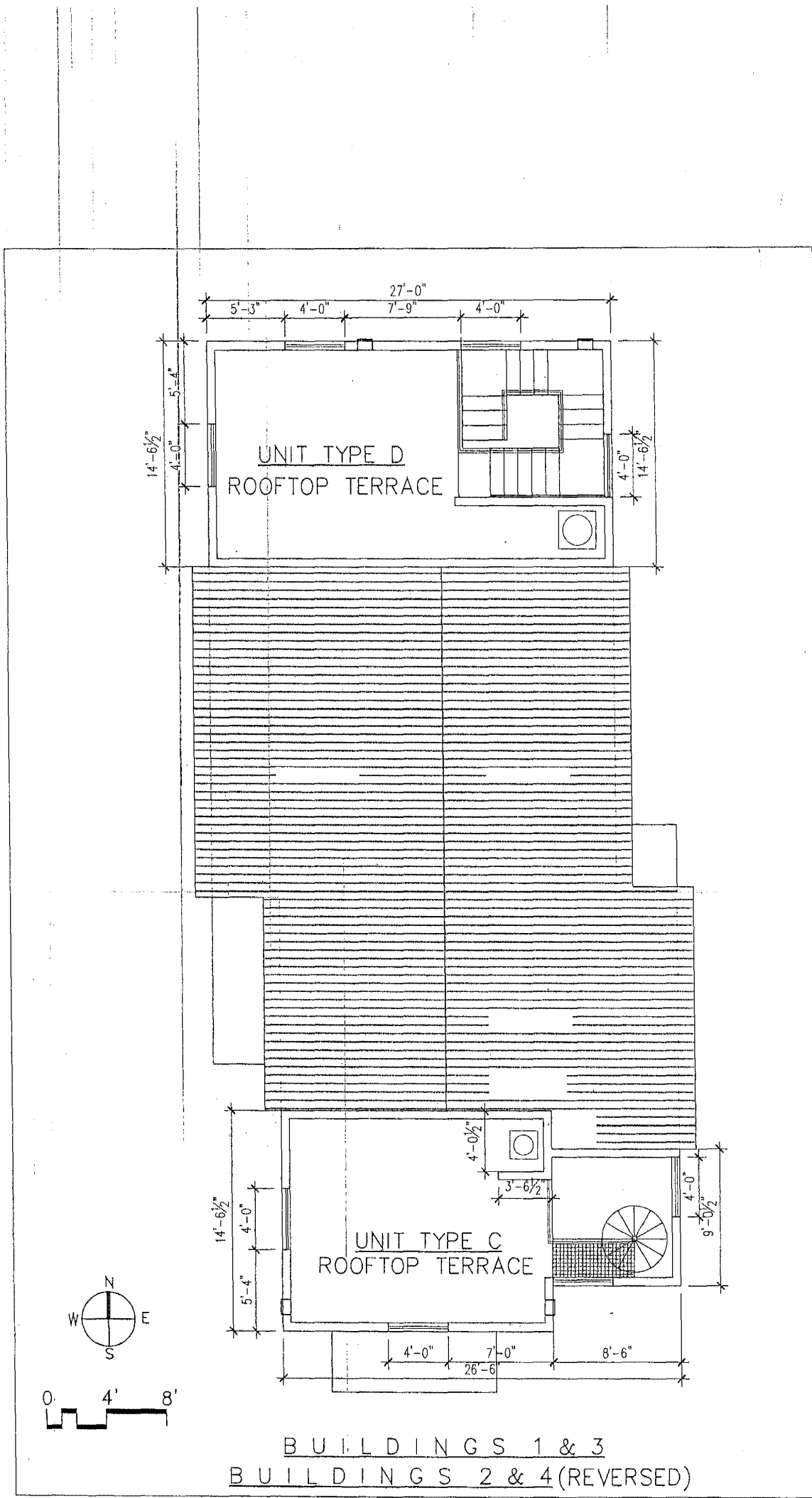
BUILDINGS 1 & 3
BUILDINGS 2 & 4 (REVERSED)

05-16-05	
05-27-05	
08-05-05	
12-14-05	

THIRD FLOOR PLAN

VIA MARE CONDOMINIUMS
ATLANTIC BEACH, FLORIDA

johndaviedesigns
general contractor- CGC021992
(904) 424-5218 (office)
(904) 247-8055 (fax)



John Davie Designs
 general contractor - CGC021992
 (904) 424-5218 (office)
 (904) 247-8055 (fax)

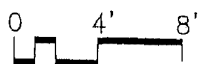
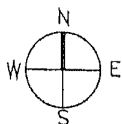
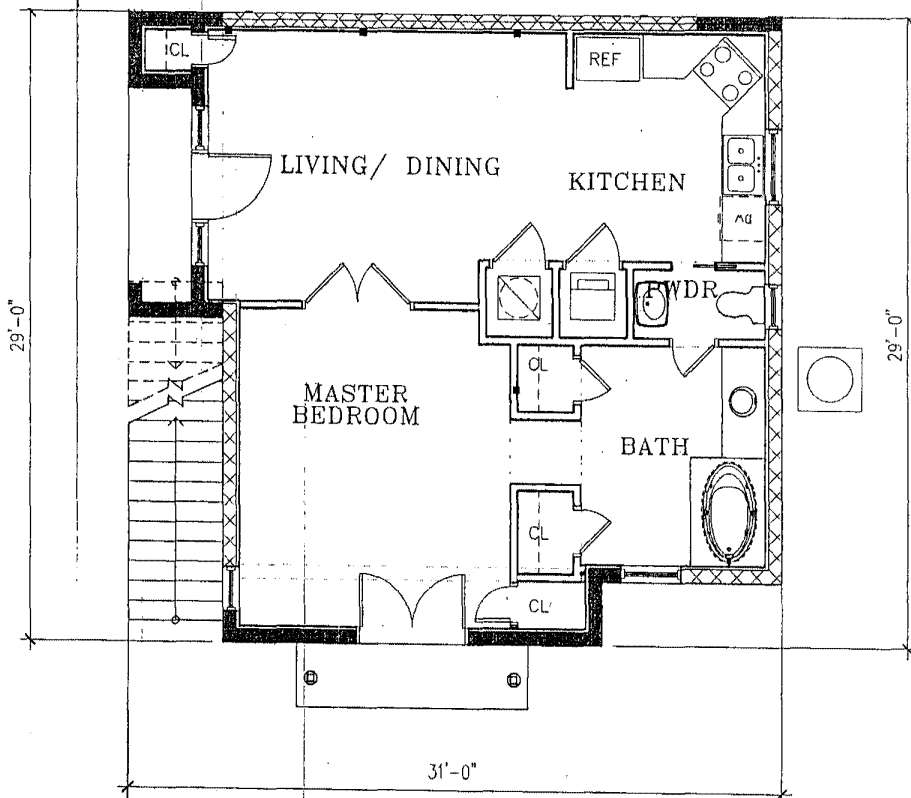
VIA MARE CONDOMINIUMS
 ATLANTIC BEACH, FLORIDA

05-16-05
05-27-05
08-05-05
12-14-05

ROOF PLAN

BUILDINGS 1 & 3
 BUILDINGS 2 & 4 (REVERSED)

UNIT TYPE A



BUILDINGS 1 & 3

UNIT 1 & 9

BUILDINGS 2 & 4

UNIT 5 & 13
(REVERSED)

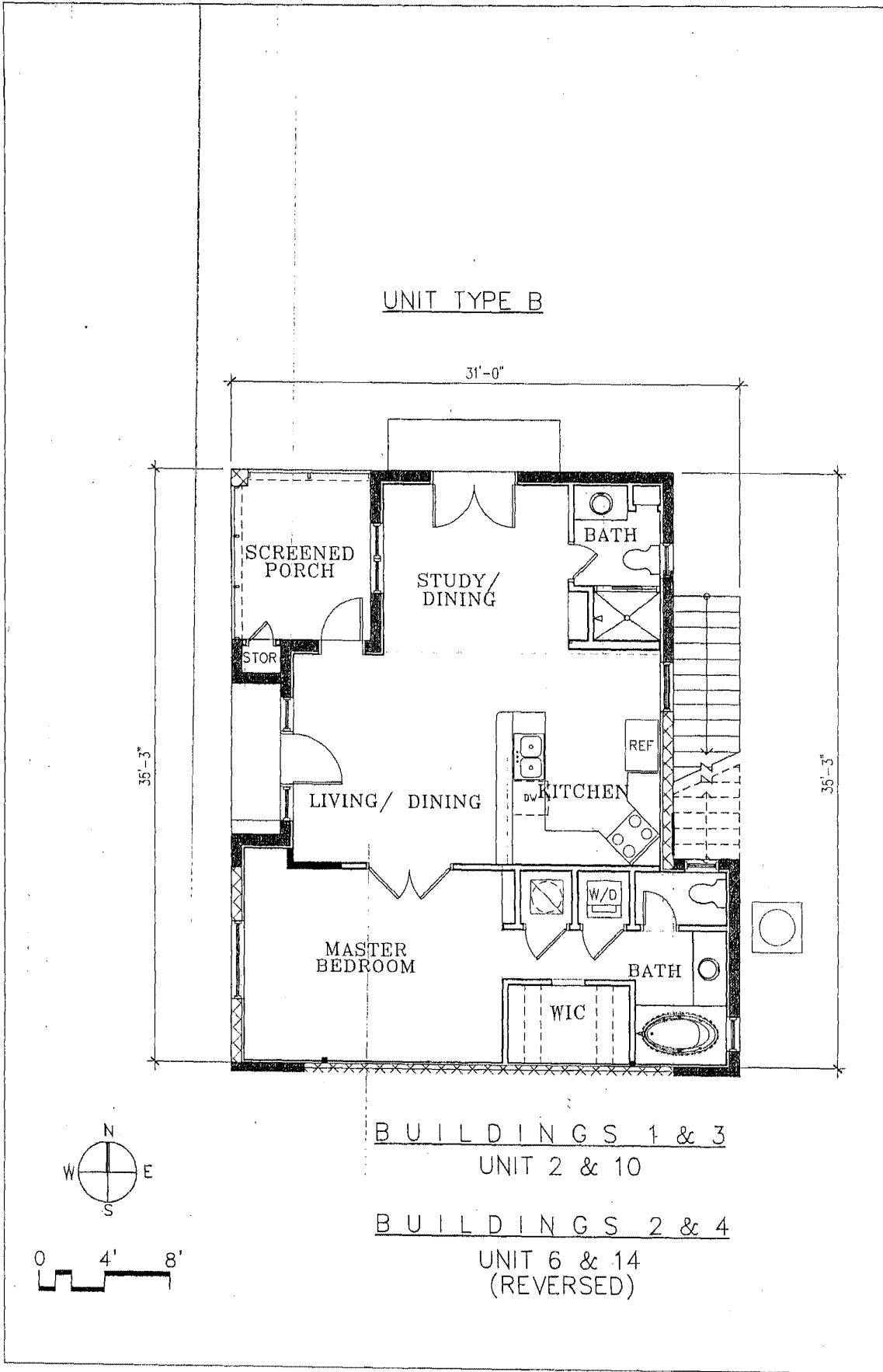
johndaviedesigns
 general contractor- CGC021992
 (904) 424-5218 (office)
 (904) 247-8055 (fax)

VIA MARE CONDOMINIUMS

ATLANTIC BEACH, FLORIDA

05-16-05
05-27-05
08-05-05
12-14-05

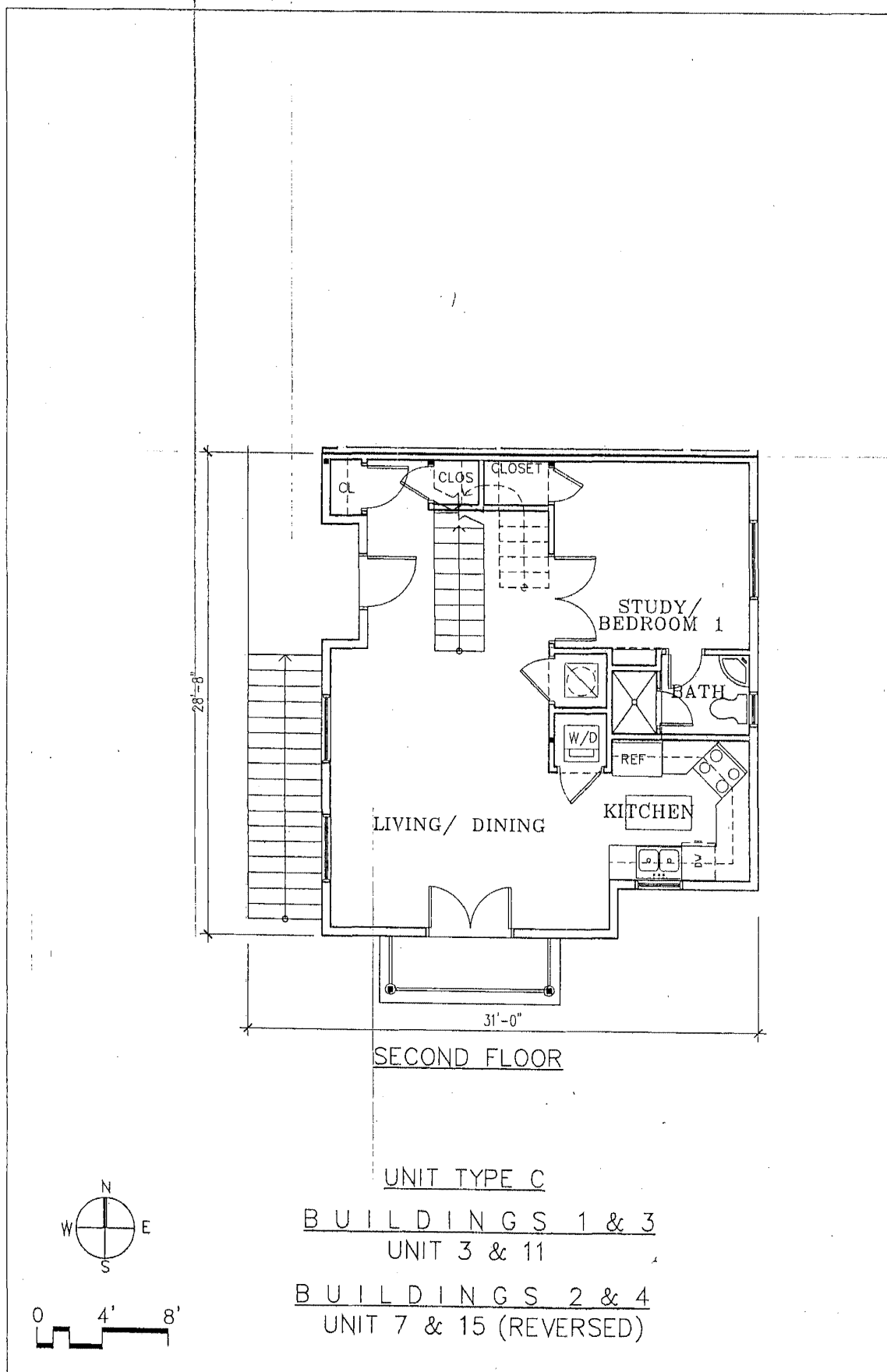
UNIT
TYPE
A



johndaviedesigns
 general contractor- CGC021992
 (904) 424-5218 (office)
 (904) 247-8055 (fax)

VIA MARE CONDOMINIUMS
 ATLANTIC BEACH, FLORIDA

05-16-05	
05-27-05	
08-05-05	
12-14-05	
UNIT TYPE B	

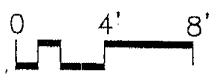
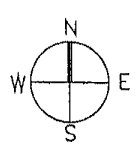
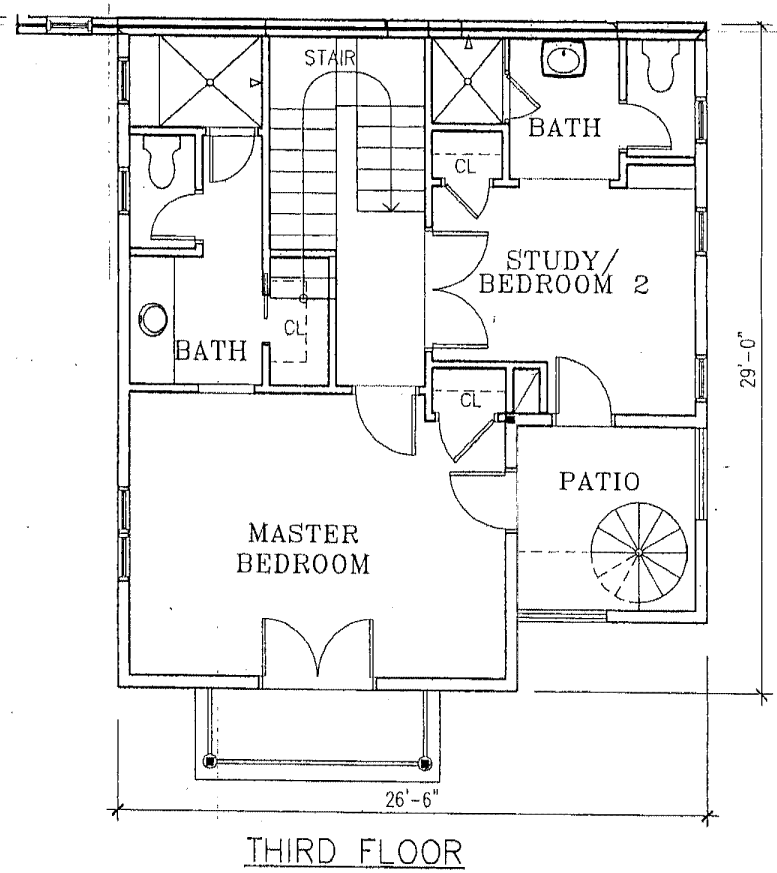
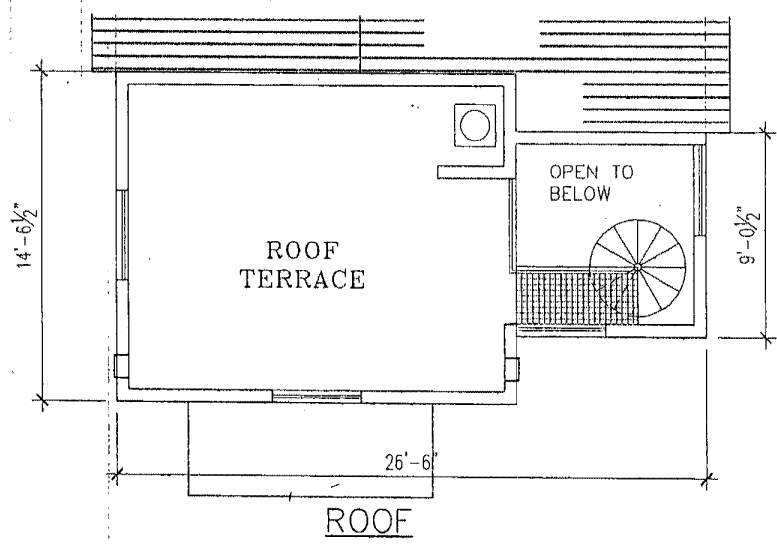


john daviedesigns
 general contractor- CGC021992
 (904) 424-5218 (office)
 (904) 247-8055 (fax)

VIA MARE CONDOMINIUMS
 ATLANTIC BEACH, FLORIDA

05-16-05
05-27-05
08-05-05
12-14-05

UNIT
TYPE
C



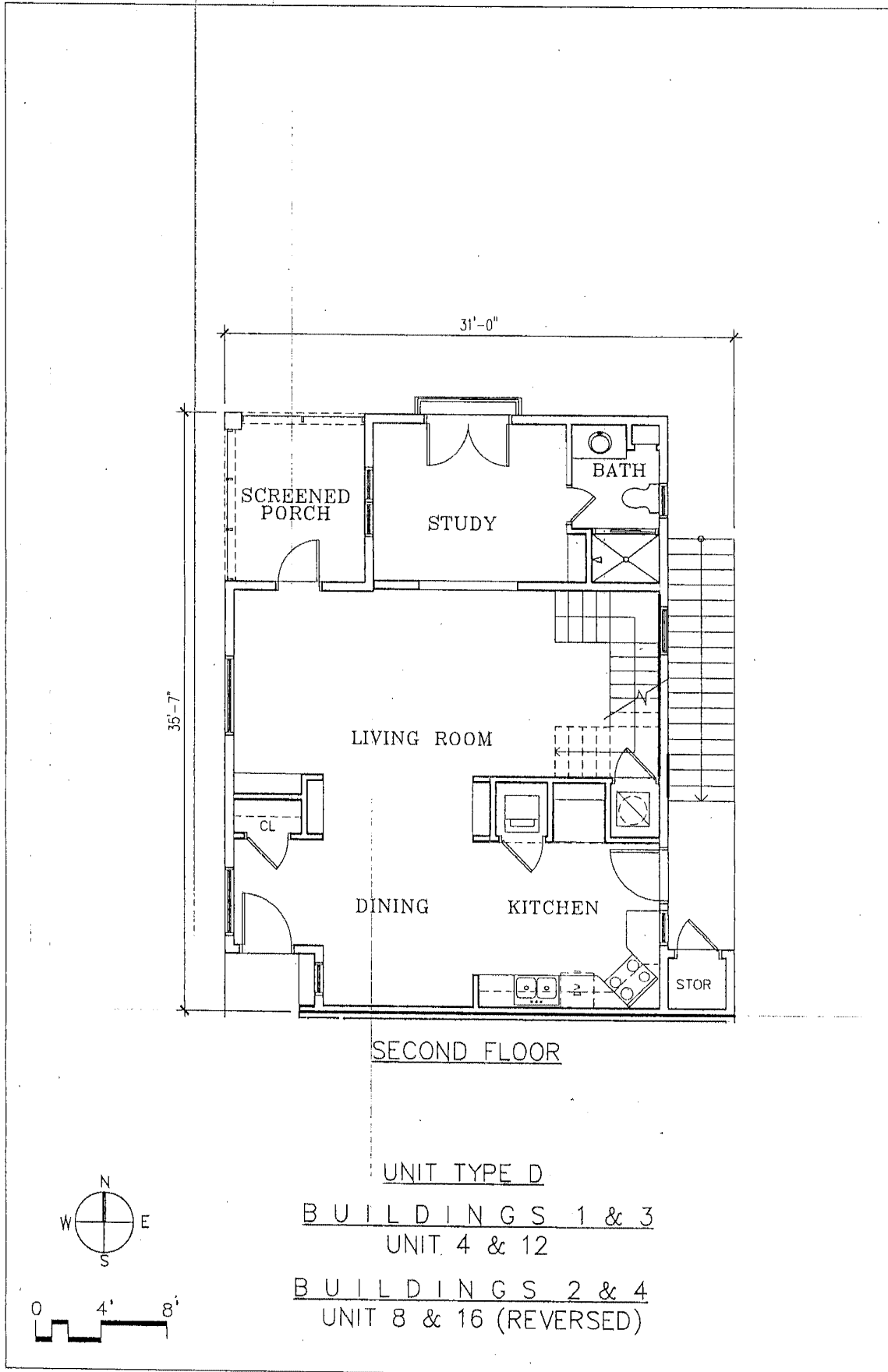
UNIT TYPE C
 BUILDINGS 1 & 3
 UNIT 3 & 11
 BUILDINGS 2 & 4
 UNIT 7 & 15 (REVERSED)

johndaviedesigns
 general contractor- CGC021992
 (904) 424-5218 (office)
 (904) 247-8055 (fax)

VIA MARE CONDOMINIUMS
 ATLANTIC BEACH, FLORIDA

05-16-05
05-27-05
08-05-05
12-14-05

UNIT TYPE C

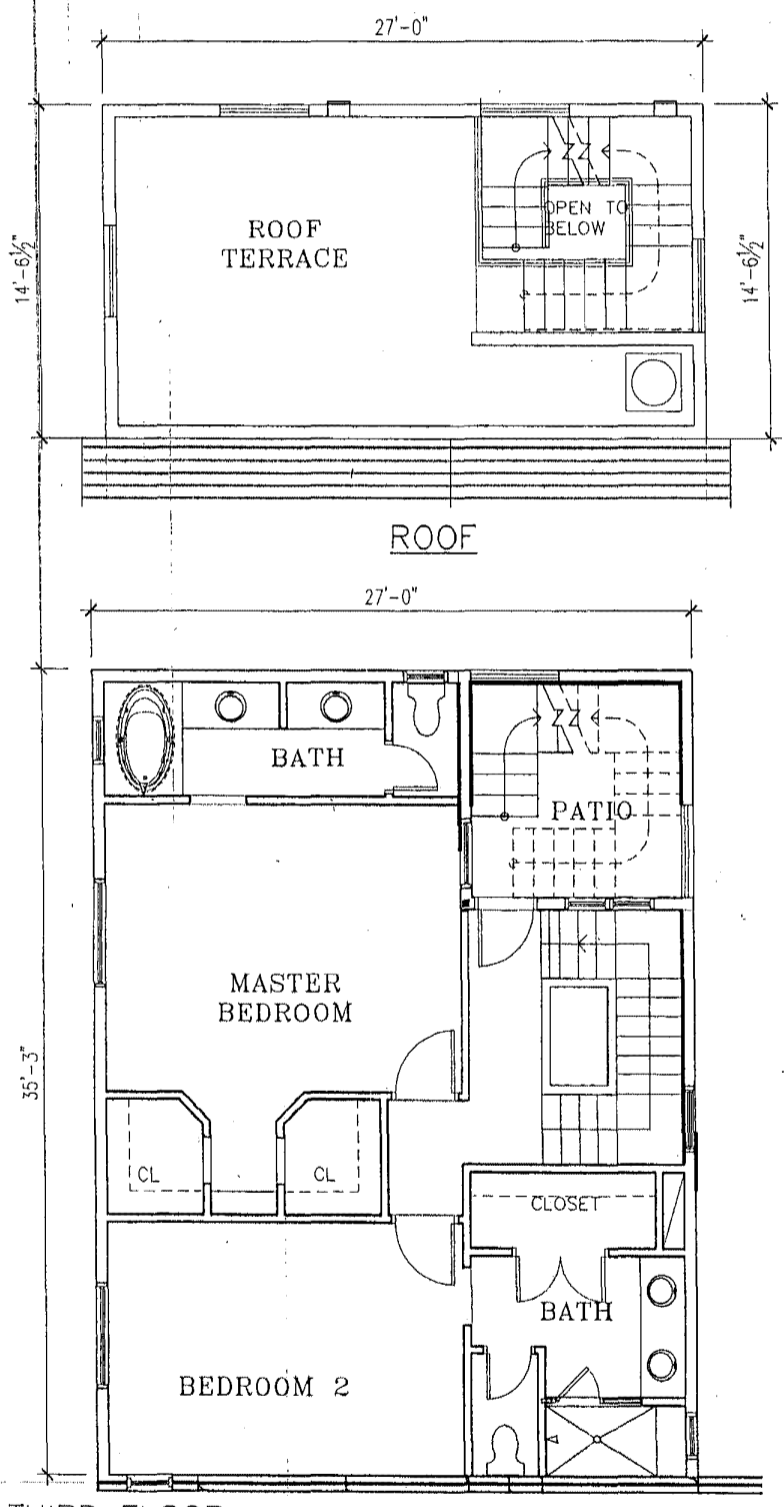


john davi designs
 general contractor- CGC021992
 (904) 424-5218 (office)
 (904) 247-8055 (fax)

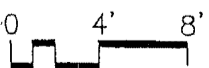
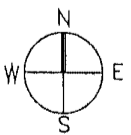
VIA MARE CONDOMINIUMS
 ATLANTIC BEACH, FLORIDA

05-16-05
05-27-05
08-05-05
12-14-05

UNIT TYPE D



THIRD FLOOR



UNIT TYPE D
 BUILDINGS 1 & 3
 UNIT 4 & 12
 BUILDINGS 2 & 4
 UNIT 8 & 16 (REVERSED)

johndaviedesigns
 general contractor- CGC021992
 (904) 424-5218 (office)
 (904) 247-8055 (fax)


VIA MARE CONDOMINIUMS
 ATLANTIC BEACH, FLORIDA

05-16-05
05-27-05
08-05-05
12-14-05

UNIT TYPE D

SURVEYOR'S CERTIFICATE

I, **FRANK W. JONES, JR.**, a land surveyor authorized to practice in the State of Florida, hereby certify with respect to all Units contained in Phase One of Via Mare Condominiums, a Condominium according to the Declaration of Condominium thereof recorded in the Public Records of Duval County, Florida, that the construction of all planned improvements, including landscaping, utility services and access to Units, and Common Element facilities servicing such Units are substantially complete, so that the material contained in the survey and graphic description of the improvements together with the provisions of the Declaration of Condominium describing condominium property, is an accurate representation of the location and dimensions of the improvements and that the identification, location and dimensions of the common elements, limited common elements, and of each unit can be determined from these materials.

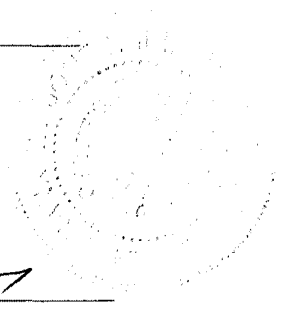


FRANK W. JONES, JR.

Florida Surveyor's Reg. No. 2772

(SEAL)

Date: March 20, 2007



VIA MARE CONDOMINIUMS
PHASE ONE

PERCENTAGE SHARES OF INITIAL PHASE COMMON ELEMENTS AND
COMMON EXPENSES

<u>Unit Number</u>	<u>Unit Type</u>	<u>Bedrooms/Bathrooms</u>	<u>Percentage Share</u>
1	A	1BR/1BA	4.0069%
2	B	1BR/2BA	4.6669%
3	C	3BR/3BA	7.2334%
4	D	3BR/3BA	9.0928%
5	A	1BR/1BA	4.0069%
6	B	1BR/2BA	4.6669%
7	C	3BR/3BA	7.2334%
8	D	3BR/3BA	9.0928%
9	A	1BR/1BA	4.0069%
10	B	1BR/2BA	4.6669%
11	C	3BR/3BA	7.2334%
12	D	3BR/3BA	9.0928%
13	A	1BR/1BA	4.0069%
14	B	1BR/2BA	4.6669%
15	C	3BR/3BA	7.2334%
16	D	3BR/3BA	<u>9.0928%</u>
			100.00%

EXHIBIT "D"

State of Florida



Department of State

I certify from the records of this office that VIA MARE CONDOMINIUM ASSOCIATION, INC. is a corporation organized under the laws of the State of Florida, filed on April 3, 2007.

The document number of this corporation is N07000003435.

I further certify that said corporation has paid all fees due this office through December 31, 2007, and its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

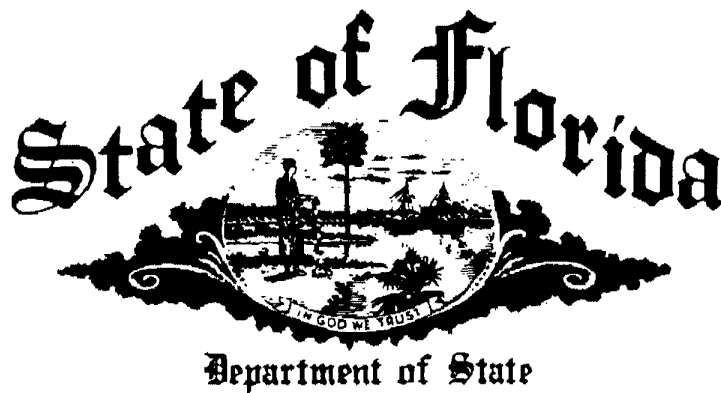
I further certify that this is an electronically transmitted certificate authorized by section 15.16, Florida Statutes, and authenticated by the code, 307A00022866-040407-N07000003435-1/1, noted below.

Authentication Code: 307A00022866-040407-N07000003435-1/1

Given under my hand and the
Great Seal of the State of Florida,
at Tallahassee, the Capital, this the
Fourth day of April, 2007



Kurt S. Browning
Secretary of State



State of Florida
Department of State

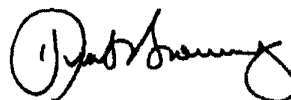
I certify the attached is a true and correct copy of the Articles of Incorporation of VIA MARE CONDOMINIUM ASSOCIATION, INC., a Florida corporation, filed on April 3, 2007, as shown by the records of this office.

I further certify the document was electronically received under FAX audit number H07000086486. This certificate is issued in accordance with section 15.16, Florida Statutes, and authenticated by the code noted below.

The document number of this corporation is N07000003435.

Authentication Code: 307A00022866-040407-N07000003435-1/1

Given under my hand and the
Great Seal of the State of Florida,
at Tallahassee, the Capital, this the
Fourth day of April, 2007



Kurt S. Browning
Secretary of State

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**ARTICLES OF INCORPORATION
OF
VIA MARE CONDOMINIUM ASSOCIATION, INC.**

The undersigned by these Articles associate themselves for the purpose of forming a corporation not for profit under Chapter 617, Florida Statutes, and certify as follows:

ARTICLE I

Name

The name of the corporation shall be Via Mare Condominium Association, Inc. For convenience, the corporation shall be referred to in this instrument as the Association.

ARTICLE II

Purpose

(a) The purpose for which the Association is organized is to provide an entity pursuant to Chapter 718, Florida Statutes (the "Condominium Act"), for the operation of Via Mare Condominiums, to be created pursuant to the provisions of the Condominium Act and the Declaration of Condominium of Via Mare Condominiums (the "Declaration") when recorded or thereafter amended, in the Public Records of Duval County, Florida (the "County"). All words defined in the Declaration shall have the same meaning when used herein.

(b) The Association shall make no distributions of income to its members, directors or officers.

ARTICLE III

Powers

The powers of the Association shall include and be governed by the following provisions.

(a) The Association shall have all of the common law and statutory powers of a corporation not for profit which are not in conflict with the terms of these Articles, nor in conflict with the provisions of the Condominium Act.

(b) The Association shall have all of the powers and duties set forth in the Condominium Act, except as limited by these Articles and the Declaration to the extent allowed by the law, and all of the powers and duties reasonably necessary to operate the Condominium pursuant to the Declaration as presently drafted and as it may be amended from time to time, including but not limited to the following:

1. The irrevocable right to make and collect assessments against members as Unit Owners to defray the costs, expenses and losses of the Condominium, including the maintenance and operation of the Surface Water or Stormwater Management System.

2. To use the proceeds of assessments in the exercise of its powers and duties.

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3. To maintain, repair, replace and operate the Condominium Property which shall include the irrevocable right of access to each Unit from time to time during reasonable hours as may be necessary for such maintenance, repair or replacement of any Common Elements therein or accessible therefrom, or for making emergency repairs therein necessary to prevent damage to the Common Elements or to another Unit or Units.
4. To purchase insurance upon the Condominium Property and insurance for the protection of the Association and its members as Unit Owners.
5. To reconstruct improvements after casualty and to make further improvements to the Condominium Property.
6. To make and amend reasonable regulations respecting the use of the property in the Condominium.
7. To enforce by legal means the provisions of the Condominium Act, the Declaration of Condominium, these Articles, the By-Laws of the Association and the regulations adopted by the Association.
8. To impose fines on Unit Owners or their tenants for violations of the Declaration of Condominium, these Articles, the By-Laws of the Association or the regulations adopted by the Association in accordance with the provisions of the Condominium Act.
9. To contract for the maintenance, management or operation of the Condominium Property.
10. To employ personnel for reasonable compensation to perform the services required for proper administration and operation of the Association.
11. To pay taxes and assessments which are liens against any part of the Condominium other than individual Units, unless the individual Unit or Units are owned by the Association, and to assess the same against the Units subject to such liens.
12. To pay the cost of all power, water, sewer, trash, garbage and other utility services rendered to the Condominium and not billed to owners of individual Units.
13. To enter into agreements, to acquire leaseholds, memberships and other possessory or use interests in lands or facilities which are intended to provide enjoyment, recreation or other use or benefits to the members of the Association.
14. To purchase a Unit or Units in the Condominium and to hold, lease, mortgage and convey the same.
15. To operate, maintain and manage the Surface Water or Stormwater Management System in a manner consistent with the St. Johns River Water Management District Permit

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requirements and applicable District rules, and to assist in the enforcement of the provisions of the Declaration of Condominium which relate to the Surface Water or Stormwater Management System. The Association shall levy and collect adequate assessments against members of the Association for the costs of maintenance and operation of the Surface Water or Stormwater Management System.

ARTICLE IV
Members

(a) The members of the Association shall consist of all of the record owners of Units in the Condominium, and in the event of a termination of the Condominium, shall consist of those who are members at the time of such termination and their successors and assigns.

(b) Change of membership in the Association shall be established by recording in the Official Public Records of the County a deed or other instrument establishing a record title to a Unit in the Condominium and the delivery to the Association of a copy of such instrument. The owner designated by such instrument thus becomes a member of the Association and the membership of the prior owner is terminated.

(c) 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.

(d) The owner of each Unit shall be entitled to one vote as a member of the Association, except there shall be no vote for any Unit owned by the Association. The manner of exercising voting rights shall be determined by the By-Laws of the Association.

ARTICLE V
Directors

(a) The affairs of the Association shall be managed by a Board of Directors consisting of no less than three (3) Directors, nor more than nine (9) Directors; however, the Board shall consist of an odd number of Directors. Each Director shall be a person entitled to cast a vote in the Association, except as otherwise provided herein or in the By-Laws.

(b) Members of the Board of Directors shall be elected at the annual meeting of the Association members in the manner specified in the By-Laws. Directors may be removed or vacancies on the Board of Directors shall be filled in the manner provided by the By-Laws.

(c) The initial Board of Directors of the Association shall be selected by the Declarant. The Directors named in the Articles shall serve until the first election of Directors, and any vacancies in their number occurring prior to the first election shall be filled by the remaining Directors. The first election of Directors shall occur when Unit Owners other than the Declarant own fifteen percent (15%) or more of the Units that will be operated ultimately by the Association. At such first election, Unit Owners other than the Declarant shall be entitled to elect not less than one-third (1/3) of the members of the Board of Directors. Unit Owners other than the Declarant are entitled to elect not less than a majority of the members of the Board of Directors of the Association: a) three years after fifty percent (50%) of the Units that will be operated ultimately by the Association have been

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conveyed to purchasers; b) three months after ninety percent (90%) of the Units that will be operated ultimately by the Association have been conveyed to purchasers; c) when all the Units that will be operated ultimately by the Association have been completed, some of them have been conveyed to purchasers, and none of the others are being offered for sale by the Declarant in the ordinary course of business; d) when some of the Units have been conveyed to purchasers and none of the others are being constructed or offered for sale by the Declarant in the ordinary course of business; or e) seven (7) years after recordation of the Declaration; or in the case of an Association which may ultimately operate more than one condominium, seven (7) years after recordation of the Declaration of for the first condominium it operates; or, in the case of the Association operating a phase condominium, seven (7) years after recordation of the Declaration creating the initial phase, whichever comes first. Subsequent elections shall be held in conformity with the requirements of the Condominium Act and as set forth in the By-Laws of the Association.

(d) The names and addresses of the members of the current Board of Directors, who shall hold office until their successors are elected and have qualified, or until they resign or are removed, are as follows:

Melissa J. Nelson
352 7th Street
Atlantic Beach, Florida 32233

Sarah A. McKee
53 Oakwood Road
Jacksonville Beach, Florida 32250

Christopher Coddington
379 6th Street
Atlantic Beach, Florida 32233

ARTICLE VI
Officers

The affairs of the Association shall be administered by the officers designated by the By-Laws. The officers shall be elected by the Board of Directors at its first meeting following the annual meeting of the Association, and they shall serve at the pleasure of the Board of Directors. The names and addresses of the officers who shall serve until their successors are designated by the Board of Directors are as follows:

President: Melissa J. Nelson
352 7th Street
Atlantic Beach, Florida 32233

Vice-President: Sarah A. Mckee
53 Oakwood Road
Jacksonville Beach, Florida 32250

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Secretary: Christopher Coddington
379 6th Street
Atlantic Beach, Florida 32233

Treasurer: Brenda Reinke
5130 Whispering Leaf Trail
Valrico, Florida 33594

ARTICLE VII
Indemnification and Insurance

Every director and every officer of the Association shall be indemnified by the Association against all expenses and liabilities, including counsel fees, reasonably incurred by or imposed upon him in connection with any proceeding or any settlement of any proceeding to which he may be a party or in which he may become involved by reason of his being or having been a director or officer of the Association, whether or not he is a director or officer at the time such expenses are incurred, except when the director or officer is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties; provided, that in the event of settlement, the indemnification shall apply only when the Board of Directors approves such settlement as being in the best interests of the Association. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such officers may be entitled.

The Board of Directors shall purchase liability insurance to insure all directors, officers or agents, past and present against all expenses and liabilities set forth above, unless the Board determines that such insurance is not reasonably available. The premiums for such insurance shall be a Common Expense.

ARTICLE VIII
By-Laws

The first By-Laws of the Association shall be adopted by the Board of Directors and may be altered, amended or rescinded in the manner provided by the By-Laws.

ARTICLE IX
Amendments

Amendments to the Articles of Incorporation shall be proposed and adopted in the following manner:

- (a) Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which a proposed amendment is considered.
- (b) A resolution for the adoption of a proposed amendment may be proposed either by the Board of Directors or by not less than a majority of the members of the Association. Directors and members not present in person or by proxy at the meeting to consider the amendment may express

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their approval in writing, provided such approval is delivered to the Secretary prior to such meeting. A resolution adopting a proposed amendment must bear the approval of not less than a majority of the Board of Directors and not less than sixty-seven percent (67%) of the members of the Association.

(c) In the alternative, an amendment may be made by an agreement signed and acknowledged by all the record owners of Units in the manner required for the execution of a deed.

(d) No amendment shall make any changes in the qualifications for membership nor the voting rights of members, nor any change in Article V, Section C hereof, without approval in writing by all members.

(e) No amendment shall be made that is in conflict with the Condominium Act or the Declaration of Condominium. For so long as Declarant holds any Units for sale in the ordinary course of business, no amendment that assesses the Declarant as a Unit Owner for capital improvements or that is detrimental to the sale of Units by the Declarant, shall be effective without the written approval of Declarant.

(f) A copy of each amendment shall be certified by the Secretary of State, State of Florida, and be recorded in the Official Public Records of the County.

ARTICLE X
Term

Existence of the Association shall commence with the filing of these Articles of Incorporation with the Florida Secretary of State. The term of the Association shall be perpetual. In the event of termination, dissolution or final liquidation of the Association, the responsibility for the operation and maintenance of the Surface Water or Stormwater Management System shall be transferred to and accepted by an entity which would comply with Section 40C-42.027, F.A.C., and be approved by the St. Johns River Water Management District prior to such termination, dissolution or liquidation.

ARTICLE XI
Incorporator

The name and addresses of the incorporator to these Articles of Incorporation is as follows:

Melissa J. Nelson
352 7th Street
Atlantic Beach, Florida 32233

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IN WITNESS WHEREOF, the incorporator has executed these Articles of Incorporation this 2nd day of April, 2007.

Nancy Martin
Print Name: Daniel L. Martin

CASH BOUTINES
Print Name: CASH BOUTINES

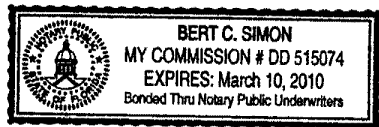
By: Melissa J. Nelson
Melissa J. Nelson

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 2^d day of April, 2007 by Melissa J. Nelson who (X) is personally known to me or () has produced _____ as identification.

Bert C. Simon
Notary Public, State of Florida

Bert C. Simon
Print Name
My Commission Expires:



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**CERTIFICATE DESIGNATING PLACE OF BUSINESS
OR DOMICILE FOR THE SERVICE OF PROCESS WITHIN
FLORIDA, NAMING AGENT UPON WHOM PROCESS MAY BE SERVED**

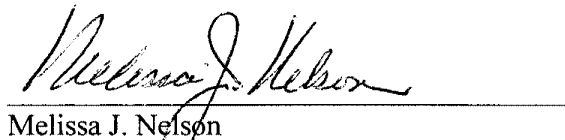
IN COMPLIANCE WITH SECTION 48.091, FLORIDA STATUTES, THE FOLLOWING
IS SUBMITTED:

VIA MARE CONDOMINIUM ASSOCIATION, INC. DESIRING TO ORGANIZE OR
QUALIFY UNDER THE LAWS OF THE STATE OF FLORIDA WITH ITS PRINCIPAL PLACE
OF BUSINESS AT 352 7TH STREET, ATLANTIC BEACH, FLORIDA, 32233, HAS NAMED
MELISSA J. NELSON LOCATED AT 352 7TH STREET, ATLANTIC BEACH, FLORIDA 32233,
ITS AGENT TO ACCEPT SERVICE OF PROCESS WITHIN FLORIDA.


Melissa J. Nelson, Incorporator

Date: April 2, , 2007

HAVING BEEN NAMED TO ACCEPT SERVICE OF PROCESS FOR THE ABOVE
STATED CORPORATION, AT THE PLACE DESIGNATED IN THIS CERTIFICATE, I HEREBY
AGREE TO ACT IN THIS CAPACITY, AND I FURTHER AGREE TO COMPLY WITH THE
PROVISIONS OF ALL STATUTES RELATIVE TO THE PROPERTY AND COMPLETE
PERFORMANCE OF MY DUTIES.


Melissa J. Nelson

Date: April 2, , 2007

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