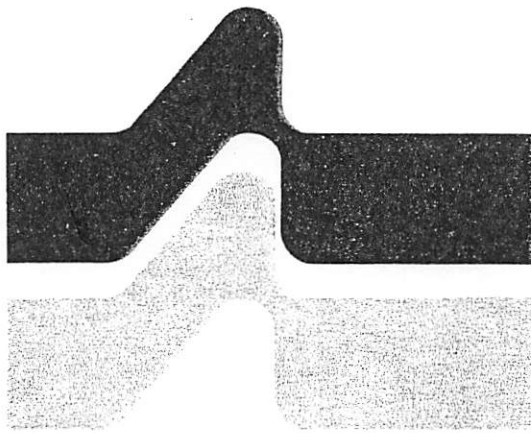
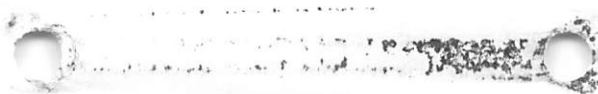


Via Verde





CFN 20160438067

DR BK 28763 PG 1798
RECORDED 12/13/2016 09:32:56
Palm Beach County, Florida
Sharon R. Beck-CLERK & COMPTROLLER
Pg 1798 - 1805 (8pgs)

THIS DOCUMENT PREPARED BY
AND RETURN TO:
Karen A. Gagliano, Esq.
Karen A. Gagliano, P.A.
955-N NW 17th Avenue
Delray Beach, FL 33445

CERTIFICATE OF AMENDMENT TO THE
ARTICLES OF INCORPORATION AND
BYLAWS OF VIA VERDE HOMEOWNERS ASSOCIATION, INC.

WHEREAS, the Articles of Incorporation and Bylaws for Via Verde Homeowners Association, Inc., were recorded as Exhibits B and C to the Declaration of Maintenance Covenants in Official Record Book 2413, at Pages 1935 et seq; and these exhibits were amended in Official Record Book 2960, at Pages 285 et seq; Official Record Book 2997, at Pages 1177 et seq; Official Record Book 8873, at Pages 1382 et seq; Official Record Book 9592, at Pages 898 et seq; Official Record Book 11138, at Pages 1 et seq; Official Record Book 13673, at Pages 1484 et seq; and Official Record Book 13673, at Pages 1487 et seq, all of the Public Records of Palm Beach County, Florida;

WHEREAS, the Articles of Incorporation and Bylaws of the Association may be amended by not less than a majority of the Board of Directors;

WHEREAS, at a Board meeting held on July 19, 2016, the Board of Directors voted to approve the proposed amendment to the Bylaws as set forth in Exhibit "1" to this certificate;

WHEREAS, at a Board meeting held on July 19, 2016, the Board of Directors voted to approve the proposed amendment to the Articles of Incorporation set forth in Exhibit "2" to this certificate;

WHEREAS, this Certificate of Amendment with its Exhibits "1" and "2" shall be recorded in the Public Records of Palm Beach County, Florida.

NOW, THEREFORE, the Articles of Incorporation and the Bylaws for Via Verde Homeowners Association, Inc., shall be amended as set forth in Exhibits "1" and "2" attached hereto; these amendments shall run with the real property subject to the Declaration of Maintenance Covenants, and shall be binding on all parties having any right, title, or interest in the said real property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof; and except as otherwise amended hereby, the Declaration of Maintenance Covenants, Articles of Incorporation and Bylaws shall remain unchanged and in full force and effect.

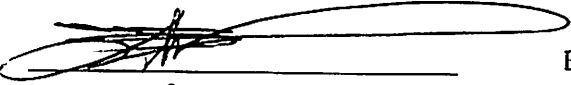
CERTIFICATE OF ADOPTION OF AMENDMENTS

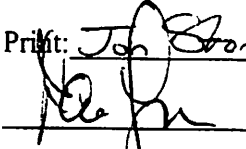
I HEREBY CERTIFY that the amendments attached to this Certificate have been approved by the votes required by the Articles of Incorporation and the Bylaws.

DATED this 20 day of September, 2016.

WITNESSES:

Via Verde Homeowners Association, Inc.


Print: John Stormont


Print: Susan Levir

By: Jerome M Ruderman
Jerome Ruderman, President

By: Una Kohlmann
Una Kohlmann, Secretary

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 20 day of September, 2016, by Jerome Ruderman, as President, and Una Kohlmann, as Secretary, of Via Verde Homeowners Association, Inc., a Florida Not-for-Profit Corporation, on behalf of the corporation. They are personally known to me or have produced _____ as identification.

NOTARY PUBLIC:

Angela Korchinsky

Print: Angela Korchinsky
State of Florida at large

My Commission Expires:

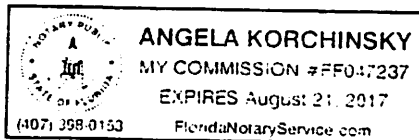


EXHIBIT 1

AMENDMENT TO BYLAWS

(Words in the text which are lined through (-----) indicate deletions from the present text.
Words in the text which are underlined indicate additions to the present text.)

AMENDING Article IV(2) of the Bylaws so that it is consistent with amendments to the Article of Incorporation by deleting the same in its entirety and replacing it as follows: [See O.R. Book 13673, P. 1484 for full text of deleted provision.]

IV (2) The affairs of the Association shall be managed by a Board of Directors consisting of five (5) Directors. Four of these directors shall be individual members of Via Verde or individuals with their primary residence within the Via Verde community. The other director shall be a commercial property owner, a commercial property owner's designee, or an individual owning a business operating from commercial property within the Association ("commercial director") and need not be a resident of the State. Provided, however, that if a commercial director is unwilling to serve or continue to serve said Director may be an individual member of Via Verde or an individual with his/her primary residence within the Via Verde community.

Elections shall be by majority vote of the entire Membership. The entire membership shall be defined as the voting representatives as provided for in the By-laws and Articles of Incorporation. The term of the Directors so elected or appointed at each annual election shall be for two (2) years expiring at the second annual election following their election, and thereafter until their successors are duly elected and qualified, or until (i) removed from office with or without cause by the affirmative vote of a majority of the entire Membership; or (ii) by a vote of the three or more other members of the Board of Directors; or (iii) under applicable law. Any director who is removed from office may not seek election or appointment as a Director for two (2) years after the expiration of the term during which said Director was removed.

No one homeowners association or condominium association may have more than one owner on the Board of Directors at any time. If there is already a seated director from one homeowners or condominium association on the Board in the middle of his/her 2 year term, then a new director cannot be elected in the alternate election year if he/she is from the same association. If more than one owner from one homeowners or condominium association is elected to the Board of Directors in a given year, then the one owner receiving the highest number of votes shall be elected to the Board of Directors. The other owner(s) from that homeowners or condominium association shall not be seated as a Director. The

owner with the next highest number of votes from another association shall be elected. If there are no other candidates, the Board of Directors shall fill the vacancy such that no more than one owner from a given homeowners or condominium association is serving on the Board of Directors.

AMENDMENT TO ARTICLES OF INCORPORATION

EXHIBIT 2

State of Florida



Department of State

I certify the attached is a true and correct copy of the Articles of Amendment, filed on November 28, 2016, to Articles of Incorporation for VIA VERDE HOMEOWNERS ASSOCIATION, INC., a Florida corporation, as shown by the records of this office.

The document number of this corporation is 732603.

Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this the
First day of December, 2016



CR2EO22 (1-11)

Ken Detzner
Ken Detzner
Secretary of State

**ARTICLES OF AMENDMENT
OF THE
ARTICLES OF INCORPORATION
OF
VIA VERDE HOMEOWNERS ASSOCIATION, INC.**

16 NOV 23 PM 1:05

The undersigned, being the President of VIA VERDE HOMEOWNERS ASSOCIATION, INC., a Florida not-for-profit corporation ("Via Verde"), pursuant to Sections 617.1002 and 617.1006, Florida Statutes (2016), hereby executes these Articles of Amendment to the Articles of Incorporation of Via Verde. and further states as follows:

- FIRST:** The name of the corporation is Via Verde Homeowners Association, Inc.
- SECOND:** The Amendment to Article V(a) as passed on November 27, 2001, is repealed to correct an error in identification of the actual amended provision. The actual section that was amended at that time was Article VI(a) dealing with the number of directors. Article V(a) is reinstated in its original form as it existed before November 27, 2001.
- THIRD:** Article VI(a) of the Articles of Incorporation of the Association is deleted in its entirety and replaced as follows:

VI (a) The affairs of the Association shall be managed by a Board of Directors consisting of five (5) Directors. Four of these directors shall be individual members of Via Verde or individuals with their primary residence within the Via Verde community. The other director shall be a commercial property owner, a commercial property owner's designee, or an individual owning a business operating from commercial property within the Association ("commercial director") and need not be a resident of the State. Provided, however, that if a commercial director is unwilling to serve or continue to serve said Director may be an individual member of Via Verde or an individual with his/her primary residence within the Via Verde community.

Elections shall be by majority vote of the entire Membership. The entire membership shall be defined as the voting representatives as provided for in the By-laws and Articles of Incorporation. The term of the Directors so elected or appointed at each annual election shall be for two (2) years expiring at the second annual election following their election, and thereafter until their successors are duly elected and qualified, or until (i) removed from office with or without cause by the affirmative vote of a majority of the entire Membership; or (ii) by a vote of the three or more other members of the Board of Directors; or (iii) under applicable law. Any director who is removed from office may not seek election or

appointment as a Director for two (2) years after the expiration of the term during which said Director was removed.

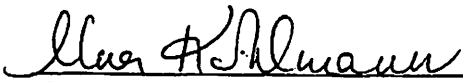
No one homeowners association or condominium association may have more than one owner on the Board of Directors at any time. If there is already a seated director from one homeowners or condominium association on the Board in the middle of his/her 2 year term, then a new director cannot be elected in the alternate election year if he/she is from the same association. If more than one owner from one homeowners or condominium association is elected to the Board of Directors in a given year, then the one owner receiving the highest number of votes shall be elected to the Board of Directors. The other owner(s) from that homeowners or condominium association shall not be seated as a Director. The owner with the next highest number of votes from another association shall be elected. If there are no other candidates, the Board of Directors shall fill the vacancy such that no more than one owner from a given homeowners or condominium association is serving on the Board of Directors.

FOURTH: The date of adoption of the amendments was July 19, 2016.

FIFTH: There are no members entitled to vote on the amendments. The amendments were adopted by the Board of Directors.

ATTEST:

VIA VERDE HOMEOWNERS ASSOCIATION,
INC.


Una Kohlmann, Secretary

By: 
Jerome Ruderman, President

Date: September 20, 2016.

11/29/2002 16:17:30 20020613097
 OR BK 14417 PG 0542
 Palm Beach County, Florida

This instrument prepared by:
 Joseph Jordan, Esquire
 ST. JOHN, CORE, FIORE & LEMME, P.A.
 Will Call Box 110
 1601 Forum Place, Suite 1110
 West Palm Beach, Florida 33401
 (561) 655-8994

**CERTIFICATE OF AMENDMENT TO THE DECLARATION
 OF MAINTENANCE COVENANTS FOR VIA VERDE**

I HEREBY CERTIFY that the Amendment attached as Exhibit "1" to this Certificate was duly adopted as an Amendment to the Declaration of Maintenance Covenants for Via Verde. The original Declaration of Maintenance Covenants for Via Verde is recorded in Official Records Book 2413, Page 1935 of the Public Records of Palm Beach County, Florida.

DATED this 24 day of SEPTEMBER, 2002.

VIA VERDE HOMEOWNERS
 ASSOCIATION, INC.

By: Una Kohlmann
 Una Kohlmann, President

Attest: Lou Sims
 Lou Sims, Secretary

Witness [Signature]
 Witness [Signature]

STATE OF FLORIDA
 COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 24 day of SEPTEMBER, 2002, by Una Kohlmann and Lou Sims, as President and Secretary of Via Verde Homeowners Association, Inc. respectively, freely and voluntarily under authority duly vested in them by said corporation and that the seal affixed thereto is the true corporate seal of said corporation. They are personally known to me or have produced identification and who did take an oath.

NOTARY PUBLIC
 State of Florida at Large.
 My Commission Expires:

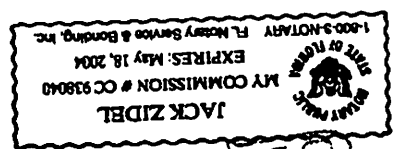


EXHIBIT "1"

AMENDMENT TO THE

DECLARATION OF MAINTENANCE COVENANTS

FOR

VIA VERDE HOMEOWNERS ASSOCIATION, INC.

Pursuant to the provisions of §720.306, Florida Statutes and Article II, Section 1(c) of the Declaration of Maintenance Covenants for Via Verde, the Via Verde Homeowners Association, Inc., a Florida not-for-profit corporation, adopts the following Amendment withdrawing from the scheme of the Declaration part of the property recorded at Official Records Book 2413, Page 1935 of the Official Records of Palm Beach County, Florida; to wit:

1. Article II, entitled "Property Subject to this Declaration", Section 1, "Legal Description" is subject to the Amended Declaration whereby Parcels A and B of the Open Door Estates South of Via Verde PUD, more particularly described in Exhibit "1" hereafter, notwithstanding any provisions of these declarations to the contrary, are withdrawn from the legal description which was entitled Exhibit "A" to the original Declaration of Covenants and Restrictions for Via Verde. Article II, Section 1 is amended to read as follows:

See composite Exhibit A attached hereto and incorporated fully herein.

2. In so doing, the Via Verde Homeowners Association, Inc., pursuant to Article II, Section 2(b), has determined that (i) the withdrawal of the aforesaid Parcels A and B to Open Door Estates South of the Via Verde PUD will not sever the lands remaining which are subject to the Declaration of Maintenance Covenants, (ii) that the withdrawal of this property will not materially increase the assessments to the members of this Association, and (iii) the Association shall be its owner.

3. There are no individual unit owners entitled to vote upon this Amendment. This Amendment is made by the Board of Directors pursuant to Article 6(a) of the Articles of Incorporation hereof, as amended December 30, 1996, and recorded at Official Records Book 9592, Page 898 of the Official Records of Palm Beach County, Florida.

4. The date of the adoption of the Amendment herein was this 24 day of September 2002.

DECLARATION OF COVENANTS AND RESTRICTIONS FOR VILA VERDE

✓ J. L. H. H. H. H. H.

Handwritten note at bottom: "The South... 478."

[illegible]

ALL of ESTATE, according to the first thereof as recorded in First Book 20, (sometimes referred to in the foregoing recitation as "Estate"), on Pages 169 and 170, of the Public Records of Palm Beach County, Florida AND

A parcel of land in Section 15, Township 17 S, Range 42 E, Palm Beach County, Florida described as follows:

A parcel of land in Section 14, Township 15, Range 42 E., Palm Beach County, Florida described as follows:

Beginning at the southeast corner of Section 15, Township 47 S., Range 42 E.; thence North 0°00'27" East along the East line of said Section 15, a distance of 671.48 feet, more or less, to the North line of a half section 3 of said Section 15; thence South 89°42'16" W. West along said North line a distance of 700.0 feet; thence North 0°00'27" East parallel with the East line of said Section 15, a distance of 666.71 feet, more or less, to the point of intersection with the South right-of-way line of Green River West Road (State Road 188), said point of intersection being 40 feet South of, as measured on right angles to the centerline of said road as recorded in Map 118, Page 6, of the right-of-way line, 66 feet South of and parallel to the South right-of-way line.

RECORDED'S MEMO: Legibility of document unsatisfactory when received.

1943 MAR 13

EXHIBIT "A"

quartering of said Road North West Road (near Road 2001,
a distance of 1,000.57 feet to an angle point; thence South
09°10'15" West continuing along said South right-of-way,
then, a distance of 800.00 feet to the point of intersection
with the property right-of-way of proposed Ing Road, and
point of intersection being on a curve tangent to the West,
having a radius of 1,000.00 feet and a central angle of 30°
00'15", thence Northwesterly, along the line of said curve,
a distance of 1,000.00 feet to the point of intersection with
the South line of said Section 15; thence North 89°44'44"
East, along the South line of said Section 15, a distance of
1,000.00 feet, more or less, to the Point of Beginning.)
less certain land described as: Parcel's
A & B of the Open Door Estates South
of, Via Verde PUD, more particularly
described as Exhibit I hereto.

ES2413 REC-1944

38. PAGES 105 AND 106, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A PORTION OF PARCEL "A", OPEN DOOR ESTATES SOUTH OF VIA VERDE P.U.D. ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 38, PAGES 105 AND 106, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE MOST SOUTHERLY CORNER OF SAID PARCEL "A", THENCE NORTH 45° 00' 00" EAST, ALONG THE SOUTHEASTERLY BOUNDARY OF SAID PARCEL "A", A DISTANCE OF 70.95 FEET; THENCE NORTH 45° 00' 00" A DISTANCE OF 57.50 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE CONTINUE NORTH 45° 00' 00" A DISTANCE OF 278.80 FEET THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE RIGHT; THENCE WESTERLY AND NORTHERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 290 FEET, AN ARC LENGTH OF 62.11 FEET, TO THE POINT OF COMPOUND CURVATURE; THENCE WESTERLY AND NORTHERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 1040.00 FEET, AN ARC DISTANCE OF 985.78 FEET; THENCE SOUTH 67° 40' 00" WEST, A DISTANCE OF 75.00 FEET TO A POINT ON THE ARC OF A CIRCULAR CURVE TO THE LEFT, WHOSE RADIUS POINT BEARS NORTH 67° 28' 55" EAST FROM THE LAST DESCRIBED POINT; THENCE SOUTHERLY AND EASTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 1116.00 FEET, AN ARC DISTANCE OF 452.75 FEET TO THE POINT OF COMPOUND CURVE; THENCE SOUTHERLY AND EASTERLY, ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 715.00 FEET, AN ARC DISTANCE OF 105.32 FEET, THE LAST TWO COURSES BEING COINCIDENT WITH THE SOUTHWESTERLY BOUNDARY OF SAID PARCEL "A"; THENCE NORTH 45° 00' 00" EAST, A DISTANCE OF 82.73 FEET TO THE POINT OF BEGINNING.

AND

38. PAGES 105 AND 106, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A PORTION OF PARCEL "B" OPEN DUNE ESTATES SOUTH OF VIA VERDE P.U.D. ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 38, PAGES 105 AND 106, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE MOST WESTERLY CORNER OF SAID PARCEL "B"; THENCE NORTH 45° 00' 00" WEST ALONG THE WESTERLY BOUNDARY OF SAID PARCEL "B", A DISTANCE OF 7.40 FEET; THENCE SOUTH 45° 00' 00" EAST, A DISTANCE OF 27.50 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION, SAID POINT BEING A POINT ON THE ARC OF A CIRCULAR CURVE TO THE LEFT, WHOSE RADIUS POINT BEARS NORTH 44° 16' 53" EAST FROM THE LAST DESCRIBED POINT; THENCE SOUTHERLY AND EASTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 182.35 FEET, AN ARC DISTANCE OF 142.52 FEET TO THE POINT OF TANGENCY; THENCE EAST, A DISTANCE OF 257.28 FEET; THENCE SOUTH, A DISTANCE OF 76.93 FEET TO A POINT ON THE ARC OF A CIRCULAR CURVE TO THE RIGHT, WHOSE RADIUS POINT BEARS NORTH 3° 27' 26" WEST FROM THE LAST DESCRIBED POINT; THENCE SOUTHERLY AND WESTERLY ALONG THE ARC OF SAID CURVE, HAVING RADIUS OF 2797.19 FEET, AN ARC DISTANCE OF 58.12 FEET TO THE POINT OF COMPOUND CURVATURE; THENCE WESTERLY AND NORTHERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 715.00 FEET, AN ARC DISTANCE OF 387.34 FEET TO THE POINT OF BEGINNING, THE LAST TWO COURSES BEING COINCIDENT WITH THE SOUTHERLY BOUNDARY OF SAID PARCEL "B".

SAID LANDS SITUATE, LYING AND BEING IN PALM BEACH COUNTY, FLORIDA.

Admiral

(561) 655-8994

11/20/2002 16:18:33 PG 0603 20020613110 OR BK 1417

**CERTIFICATE OF AMENDMENT TO THE DECLARATION
OF MAINTENANCE COVENANTS FOR VIA VERDE**

I HEREBY CERTIFY that the Amendment attached as Exhibit "1" to this Certificate was duly adopted as an Amendment to the Declaration of Maintenance Covenants for Via Verde. The original Declaration of Maintenance Covenants for Via Verde is recorded in Official Records Book 2413, Page 1935 of the Public Records of Palm Beach County, Florida.

DATED this 09 day of SEPTEMBER, 2002.

As to witnesses:

VIA VERDE HOMEOWNERS ASSOCIATION, INC.

By: Una Kohlmann
Una Kohlmann, President

Una Kohlmann, President

Lou Sims, Secretary

(Seal)

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 24 day of September, 2002, by Una Kohlmann and Lou Sims, as President and Secretary of Via Verde Homeowners Association, Inc. respectively, freely and voluntarily under authority duly vested in them by said corporation and that the seal affixed thereto is the true corporate seal of said corporation. They are personally known to me or have produced ~~identification and who did take an oath~~ and _____ as _____

~~identification and who did take an oath.~~

NOTARY PUBLIC

State of Florida at Large.

My Commission Expires:

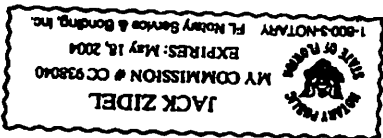
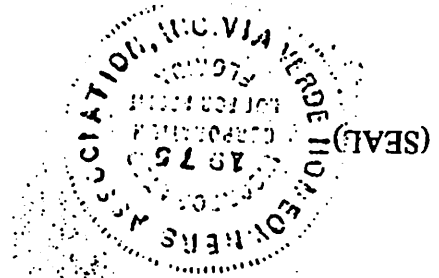


EXHIBIT "1"

**AMENDMENT TO THE DECLARATION OF MAINTENANCE COVENANTS
FOR VIA VERDE**

The original Declaration of Maintenance Covenants for Via Verde is recorded in Official Records, Book 2413, Page 1935 of the Public Records of Palm Beach County, Florida.

As indicated herein, words underlined are added and words ~~struck through~~ are deleted.

AMENDMENT TO DECLARATION

Article VIII of the Declaration of Maintenance Covenants for Via Verde is amended as follows:

No structure or improvement, including without limitation, buildings, fences, walls, swimming pools, boathouses, docks, aerials, antennae, bulkheads, sewers, drains, disposal systems or other structures shall be commenced, erected, placed or maintained upon any Lot nor shall any addition to or ~~change~~ or alteration therein be made until the plans, specifications, and location of the same shall have been submitted to and approved in writing, as to harmony of external designs, location in relation to surrounding structures and topography, by the Board of Directors of the Association, or by the architectural control committee thereof. Provided that, if the Lot to be improved or upon which the structure is to be placed, erected or maintained is then subject to architectural control, pursuant to recorded covenants and/or restrictions, by a property owner's association for the area in which the Lot is located, the procedures for architectural control and approved by the property owner's association shall take precedence, and no approval by or for the Association shall be necessary or required. No private sign of any kind shall be permitted on the property of the Association or adjacent to it so that it may be seen from the roadways about, of, or in the Association including, but not limited to, public road rights-of-way which the Association maintains.



This instrument prepared by and return to:
Theresa M. Lemme, Esquire
ST. JOHN, CORE, FIORE & LEMME, P.A.
500 Australian Avenue So., Suite 600
West Palm Beach, Florida 33401
(561) 655-8994

05/03/2002 16:00:17 20020228090
DR BK 13673 PG 1484
Palm Beach County, Florida

**CERTIFICATE OF AMENDMENT TO THE
BY-LAWS OF VIA VERDE HOMEOWNERS ASSOCIATION, INC.**

I HEREBY CERTIFY that the Amendment attached as Exhibit "1" to this Certificate was duly adopted as an Amendment to the By-Laws of Via Verde Homeowners Association, Inc. The original By-Laws of Via Verde Homeowners Association, Inc. is recorded in the official records of Palm Beach County, Florida at Official Records Book 2413, Page 1953, et seq.

DATED this 22 day of JANUARY, 2002.

As to witnesses:

VIA VERDE HOMEOWNERS ASSOCIATION, INC.

Barbara McCallum
Witness

By: Miriam Webb
Miriam Webb, President

Angela Korchinsky
Witness

Attest: Lou Sims
Lou Sims
Printed Name - Secretary

STATE OF FLORIDA)
COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me this 22 day of JANUARY, 2002, by Miriam Webb, as President and Lou Sims, as Secretary of Via Verde Homeowners Association, Inc., respectively, freely and voluntarily under authority duly vested in them by said corporation and that the seal affixed thereto is the true corporate seal of said corporation. They are personally known to me or have produced _____ and _____ as identification and who did take an oath.

[Signature]
NOTARY PUBLIC

This instrument prepared by and return to:
Theresa M. Lemme, Esquire
ST. JOHN, CORE, FIORE & LEMME, P.A.
500 Australian Avenue So., Suite 600
West Palm Beach, Florida 33401
(561) 655-8994

05/03/2002 16:00:17 20020228091
OR BK 13673 PG 1487
Palm Beach County, Florida

CERTIFICATE OF AMENDMENT TO THE ARTICLES OF INCORPORATION OF VIA VERDE HOMEOWNERS ASSOCIATION, INC.

I HEREBY CERTIFY that the Amendment attached as Exhibit "A" to this Certificate was duly adopted as an Amendment to the Articles of Incorporation of Via Verde Homeowners Association, Inc. The original Articles of Incorporation of Via Verde Homeowners Association, Inc., are recorded in the official records of Palm Beach County, Florida at Official Records Book 2413, Page 1945, et seq.

DATED this 22 day of JANUARY, 2002.

As to witnesses:

VIA VERDE HOMEOWNERS ASSOCIATION, INC.

By:

Miniam Webb, President

Witness

Witness

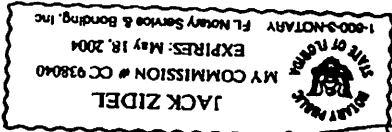
Attest: Joel B. Sims

Printed Name - Secretary

Leo Sims

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 22 day of JANUARY, 2002, by Miniam Webb, as President and Leo Sims, as Secretary of Via Verde Homeowners Association, Inc., respectively, freely and voluntarily under authority duly vested in them by said corporation and that the seal affixed thereto is the true corporate seal of said corporation. They are personally known to me ~~or have produced~~ identification and who did take an oath.



NOTARY PUBLIC
State of Florida at Large.
My Commission Expires:

Jack Zidel



**AMENDMENT TO THE ARTICLES OF INCORPORATION OF
VIA VERDE HOMEOWNERS ASSOCIATION, INC.**

The original Articles of Incorporation of Via Verde Homeowners Association, Inc. are recorded in Official Record Book 2413, Page 1945, of the Public Records of Palm Beach County, Florida.

As indicated herein, words underlined are added and words ~~struck through~~ are deleted.

Article V(a) of the Articles of Incorporation shall be amended as follows (the following contains a substantial rewording of Article V(a); see Article V(a) for original wording):

- (a) The affairs of the Association shall be managed by a Board of Directors consisting of five (5) Directors. The Directors may, but need not be, members of the Association and need not be residents of the State of Florida.

EXHIBIT "A"



I certify the attached is a true and correct copy of the Articles of Amendment, filed on May 21, 1999, to Articles of Incorporation for VIA VERDE HOMEOWNERS ASSOCIATION, INC., a Florida corporation, as shown by the records of this office.

The document number of this corporation is 732603.

Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capitol, this the
Twenty-first day of May, 1999

Katherine Harris
Katherine Harris
Secretary of State



CR2EO22 (1-99)

FLORIDA DEPARTMENT OF STATE

Katherine Harris
Secretary of State



May 21, 1999

STEVEN M. GOLDSMITH, ESQ.
THE PLAZA, SUITE 801
5355 TOWN CENTER ROAD
BOCA RATON, FL 33486

Re: Document Number 732603

The Articles of Amendment to the Articles of Incorporation for VIA VERDE HOMEOWNERS ASSOCIATION, INC., a Florida corporation, were filed on May 21, 1999.

The certification requested is enclosed.

Should you have any question regarding this matter, please telephone (850) 487-6050, the Amendment Filing Section.

Thelma Lewis
Corporate Specialist Supervisor
Division of Corporations

Letter Number: 299A00028266

**ARTICLES OF AMENDMENT TO
ARTICLES OF INCORPORATION OF
VIA VERDE HOMEOWNERS ASSOCIATION, INC.**

FILED
99 MAY 21 AM 11:
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

The undersigned, being the President of Via Verde Homeowners Association, Inc. ("Via Verde"), a Florida non-profit corporation, pursuant to Article X of its Articles of Incorporation and section 617.1006, Florida Statutes (1998), hereby executes these Articles of Amendment to the Articles of Incorporation of Via Verde, and further states as follows:

FIRST: The name of the corporation is Via Verde Homeowners Association, Inc.

SECOND: Article VI(a) is amended in its entirety to read as follows:

- (a) The affairs of the Association shall be managed by a Board of Directors consisting of five (5) Directors. Four (4) directors must be residential property owners within one of the communities within the Association. The other director shall be a commercial property owner, a commercial property owner's designee, or an individual owning a business operating from commercial property within the Association ("commercial director") and need not be a resident of the State. Provided, however, that if a commercial director is unwilling to serve or continue to serve said Director may be a residential property owner who is selected as provided in article V. Elections shall be by majority vote of the entire Membership. The entire Membership shall be defined as the voting representatives as provided for in the By-Laws and Articles of Incorporation. The term of the Directors so elected or appointed at each annual election shall be for two (2) years expiring at the second annual election following their election, and thereafter until their successors are duly elected and qualified, or until (i) removed from office with or without cause by the affirmative vote of a majority of the entire Membership; or (ii) by a vote of the three or more other members of the Board of Directors; or (iii) under applicable law. Any director who is removed from office may not seek election or appointment as a Director for two (2) years after the expiration of the term during which said Director was removed.

THIRD: The date of adoption of the amendments was: March 23rd, 1999.

FOURTH: There are no members entitled to vote on the amendments. The amendments were adopted by the Board of Directors.

IN WITNESS WHEREOF, the undersigned President of this corporation has executed these Articles of Amendment to the Articles of Incorporation this 23rd day of March, 1999, all in accordance with Section 617.1006, Florida Statutes.

ATTEST:

VIA VERDE HOMEOWNERS ASSOCIATION,
INC., a Florida corporation

By: Mary J. Selig

By: John A. Mihalik
As President

Dated this 23rd day of March, 1999

Dated this 23rd day of March, 1999

ARTICLES OF AMENDMENT
TO BY-LAWS OF
VIA VERDE HOMEOWNERS ASSOCIATION, INC.

Pursuant to the provisions of Article XII of its By-Laws and Section 617.1006, Florida Statutes, as described in Official Records Book 2413 at Page 1935 of the Public Record of Palm Beach County, Florida, the undersigned Florida nonprofit corporation adopts the following articles of amendment to its by-laws.

FIRST: The name of the corporation is Via Verde Homeowners Association, Inc.

SECOND: Article V, entitled "Election of Directors", Nominating Election Committees", section three (3), is amended in its entirety to read as follows:

(3) The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine. One seat shall first be offered to a commercial property owner within Via Verde, a commercial property owner's designee, or an individual owning a business operating for commercial property within the Association ("commercial director"), and need not be a resident of the state, unless no such qualified individual is willing to serve in that capacity. In such case, the seat for a commercial director may be filled by a residential property owner who is appointed for the term of the commercial seat by the Board of Directors after consulting with the Nominating Committee. Such nominations may be made from among members as the Nominating Committee in its sole and unfettered discretion shall determine.

THIRD: The date of adoption of the amendments was: March 30, 1999.

FOURTH: There are no members entitled to vote on the amendments. The amendments were adopted by the Board of Directors.

IN WITNESS WHEREOF, the undersigned President of this corporation has executed these Articles of Amendment to the Articles of Incorporation this 30th day of March, 1999, all in accordance with Section 617.1006, Florida Statutes.

ATTEST:

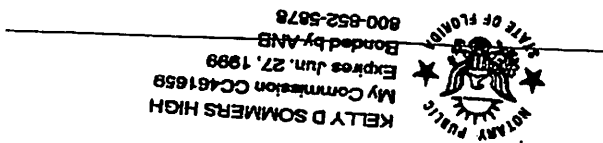
VIA VERDE HOMEOWNERS ASSOCIATION,
INC., a Florida corporation

By: *Miriam Webb* As Secretary
By: *John Webb* As President
Dated this _____ day of March, 1999
Dated this 30th day of March, 1999

STATE OF FLORIDA
COUNTY OF PALM BEACH

On the 3rd day of May, 1999, personally appeared before me Miriam Webb and John Mihalik, who are personally known to me, and acknowledged that they executed the foregoing document for the purposes therein expressed, and did take an oath.

WITNESS my hand and seal the day and year last above written.



NOTARY PUBLIC

Kelly D. Sommers
Kelly D. Sommers

My Commission Expires:

ARTICLES OF AMENDMENT
TO BY-LAWS OF
VIA VERDE HOMEOWNERS ASSOCIATION, INC.

Pursuant to the provisions of Article XII of its By-Laws and Section 617.1006, Florida Statutes (1998), as described in Official Records Book 2413 at Page 1935 of the Public Record of Palm Beach County, Florida, the undersigned Florida nonprofit corporation adopts the following articles of amendment to its by-laws.

FIRST: The name of the corporation is Via Verde Homeowners Association, Inc.
SECOND: Article IV, entitled "Board of Directors", is amended in its entirety to read as follows:

(1) A majority of the Board of Directors shall constitute a quorum to transact business at any meeting of the Board, and the action of a majority present at a meeting at which a quorum is present shall constitute the action of the Board of Directors.

(2) The affairs of the Association shall be managed by a Board of Directors consisting of five (5) Directors. Four (4) directors must be residential property owners within one of the communities within the Association. The other director shall be a commercial property owner, a commercial property owner's designee, or an individual owning a business operating from commercial property within the Association ("commercial director") and need not be a resident of the state. Provided, however, that if a commercial director is unwilling to serve or continue to serve said Director may be a residential property owner who is selected as provided in article V. Elections shall be by majority vote of the entire membership. The entire Membership and Articles of Incorporation of the Association. The term of the Directors so elected or appointed at each annual election shall be for two (2) years expiring at the second annual election following their election, and thereafter until their successors are duly elected and qualified, or until (i) removed from office with or without cause by the affirmative vote of a majority of the entire Membership; (ii) by a vote of three or more other members of the Board of Directors; or (iii) under applicable law. Any director who is removed from office may not seek election or appointment as a Director for two (2) years after the expiration of the term during which said Director was removed.

(3) Any vacancy occurring on the Board of Directors because of death, resignation or other termination of service of any Director, or unwillingness to serve as Director of a commercial property owner, a commercial property owner's designee, or an individual owning a business operating from commercial property within the Association, shall be filled by the Board of

Steve Gilgert
see above

Directors after consulting with the Nominating Committee. A Director appointed to fill a vacancy shall be appointed for the unexpired term of his predecessor in office, and until his successor shall have been elected and/or appointed and qualified. If the vacancy is that of the commercial director when no qualified individual is willing to serve, the Director appointed to fill the commercial vacancy shall be appointed for the entire remaining term of the term of the Director as set forth in Article IV, section 2.

THIRD:

The date of adoption of the amendments was: March 27, 1999.

FOURTH:

There are no members entitled to vote on the amendments. The amendments were adopted by the Board of Directors.

VIA VERDE HOMEOWNERS
ASSOCIATION, INC., a Florida
non-profit corporation

By: [Signature]
John Mihalik, President

Dated this 30th day of March, 1999

STATE OF FLORIDA

COUNTY OF PALM BEACH

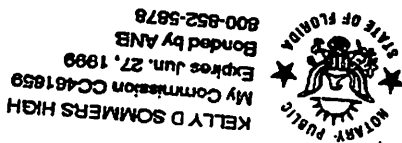
On this 3rd day of May, 1999, personally appeared before me Miriam Webb of John Mihalik, who are personally known to me, and acknowledged that they executed the foregoing document for the purposes therein expressed, and did take an oath.

WITNESS my hand and seal the day and year last above written.

NOTARY PUBLIC

[Signature]
Kelly D. Sommers

ViaCorpBy-Laws4



My Commission Expires:

IN WITNESS WHEREOF, the undersigned President of this corporation has executed these Articles of Amendment to the Articles of Incorporation this 30th day of March, 1999, all in accordance with Section 617.1006, Florida Statutes.

ATTEST:

VIA VERDE HOMEOWNERS ASSOCIATION,
INC., a Florida corporation

By: Miriam R. Webb
As Secretary

By: John A. Mihalik
As President

Dated this ____ day of March, 1999

Dated this 30th day of March, 1999

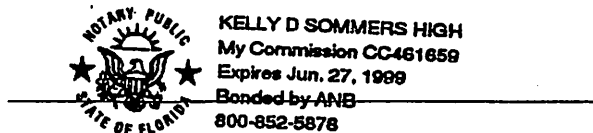
STATE OF FLORIDA

COUNTY OF PALM BEACH

On the 3rd day of May, 1999, personally appeared before me Miriam Webb and John Mihalik, who are personally known to me, and acknowledged that they executed the foregoing document for the purposes therein expressed, and did take an oath.

WITNESS my hand and seal the day and year last above written.

NOTARY PUBLIC



Kelly D. Sommers
Kelly D. Sommers

My Commission Expires:

**ARTICLES OF AMENDMENT
TO BY-LAWS OF
VIA VERDE HOMEOWNERS ASSOCIATION, INC.**

Pursuant to the provisions of Article XII of its By-Laws and Section 617.1006, Florida Statutes (1998), as described in Official Records Book 2413 at Page 1935 of the Public Record of Palm Beach County, Florida, the undersigned Florida nonprofit corporation adopts the following articles of amendment to its by-laws.

- FIRST:** The name of the corporation is Via Verde Homeowners Association, Inc.
- SECOND:** Article IV, entitled "Board of Directors", is amended in its entirety to read as follows:
- (1) A majority of the Board of Directors shall constitute a quorum to transact business at any meeting of the Board, and the action of a majority present at a meeting at which a quorum is present shall constitute the action of the Board of Directors.
 - (2) The affairs of the Association shall be managed by a Board of Directors consisting of five (5) Directors. Four (4) directors must be residential property owners within one of the communities within the Association. The other director shall be a commercial property owner, a commercial property owner's designee, or an individual owning a business operating from commercial property within the Association ("commercial director") and need not be a resident of the state. Provided, however, that if a commercial director is unwilling to serve or continue to serve said Director may be a residential property owner who is selected as provided in article V. Elections shall be by majority vote of the entire membership. The entire Membership shall be defined as the voting representatives as provided for in the By-Laws and Articles of Incorporation of the Association. The term of the Directors so elected or appointed at each annual election shall be for two (2) years expiring at the second annual election following their election, and thereafter until their successors are duly elected and qualified, or until (i) removed from office with or without cause by the affirmative vote of a majority of the entire Membership; (ii) by a vote of three or more other members of the Board of Directors; or (iii) under applicable law. Any director who is removed from office may not seek election or appointment as a Director for two (2) years after the expiration of the term during which said Director was removed.
 - (3) Any vacancy occurring on the Board of Directors because of death, resignation or other termination of service of any Director, or unwillingness to serve as Director of a commercial property owner, a commercial property owner's designee, or an individual owning a business operating from commercial property within the Association, shall be filled by the Board of

Steve Goldsmith ✓
SEE ABOVE

Directors after consulting with the Nominating Committee. A Director appointed to fill a vacancy shall be appointed for the unexpired term of his predecessor in office, and until his successor shall have been elected and/or appointed and qualified. If the vacancy is that of the commercial director when no qualified individual is willing to serve, the Director appointed to fill the commercial vacancy shall be appointed for the entire remaining term of the term of the Director as set forth in Article IV, section 2.

THIRD: The date of adoption of the amendments was: March 30, 1999.

FOURTH: There are no members entitled to vote on the amendments. The amendments were adopted by the Board of Directors.

VIA VERDE HOMEOWNERS
ASSOCIATION, INC., a Florida
non-profit corporation

By: John A. Mihalik
John Mihalik, President

Dated this 30th day of March, 1999

STATE OF FLORIDA

COUNTY OF PALM BEACH

On this 3rd day of May, 1999, personally appeared before me Miriam Webb of John Mihalik, who are personally known to me, and acknowledged that they executed the foregoing document for the purposes therein expressed, and did take an oath.

WITNESS my hand and seal the day and year last above written.

~~Notary Public~~
NOTARY PUBLIC

Kelly D. Sommers
Kelly D. Sommers

My Commission Expires:

Via\Corp\By-Laws4



KELLY D SOMMERS HIGH
My Commission CC461859
Expires Jun. 27, 1999
Bonded by ANB
800-852-5878

This instrument was Prepared by and Return to:
Steven M. Goldsmith, Esq.
5355 Town Center Road - Suite 801
Boca Raton, FL 33486

NOV-03-1997 12:44PM 97-392305
ORB 10064 Pg 308
000000 0000 0000 0000

ARTICLE OF AMENDMENT
TO
DECLARATION OF MAINTENANCE COVENANTS
FOR
VIA VERDE HOMEOWNERS ASSOCIATION, INC.

Pursuant to the provisions of section 617.1006, Florida Statutes, the undersigned Florida nonprofit corporation adopts the following articles of amendment to its Declaration of Maintenance Covenants recorded in Official Records Book 2413, Page 1935 of the Public Records of Palm Beach County, Florida.

FIRST Article VI, Section 6, entitled "Effect of Non-Payment of Assessment: The Lien; Remedies of Association", is amended in its entirety to read as follows:

If the assessment is not paid on the date when due, such assessment shall then become delinquent. If the assessment is not paid within thirty (30) days after the delinquency date, the assessment shall bear interest from the date of delinquency at the rate of ten percent (10%) per annum, and shall, together with any cost of collection thereof, including late charges, filing and recording fees, plus reasonable attorney's fees, become a continuing lien on the property which shall bind such property in the hands of the then Owner, his heirs, devisees, personal representatives and assigns, and shall also be the continuing personal obligation of the Owner against whom the assessment is levied.

If the assessment is not paid within thirty (30) days after the delinquency date, the Association may file a claim of lien in the amount of such assessment, plus all interest from date of delinquency, late charges, costs of collection, including recording and filing fees, and reasonable attorney's fees which have been incurred from the date of delinquency to the date of filing. Any lien which is filed also will secure payment of all interest, costs of collection, and reasonable attorney's fees which are incurred after the date of its filing through the date of its discharge. The Association may bring an action to foreclose the lien against the property, in like manner as a foreclosure of a mortgage on real property, and/or may file a suit on the personal obligation against the Owner. Regardless whether or not a final judgment is obtained and/or the delinquent owner pays the amount stated in the claim of lien and/or awarded by the court, no claim of lien shall be satisfied, nor personal obligation of the Owner discharged, until said Owner pays all additional interest, late charges, costs of collection, including recording and filing fees, and reasonable attorney's fees, that have been incurred up until and including the date of payment. Any lien and any amount due, including interest, late charges, costs of collection, including recording and filing fees, plus reasonable attorneys' fees, shall bind such property in the hands of the then Owner, his heirs, devisees, personal representatives and assigns, and shall also be the continuing personal obligation of the Owner against whom the assessment is levied.

SECOND: The date of adoption of the amendment(s) was: August 17, 1997.

THIRD: There are no members or members entitled to vote on the amendments. The amendments were adopted by the board of directors.

ATTEST:

Joanne Haskell
Joanne Haskell, Secretary

VIA VERDE HOMEOWNERS
ASSOCIATION, INC., a Florida
nonprofit corporation

By: Mary Ebling Pres.
Mary Ebling, President

Date: September 30, 1997

viaArticles 6C

STATE OF FLORIDA)
COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me this 30th day of September, 1997, by Mary Ebling as President for Via Verde Homeowners Association, Inc.



Cynthia B Vasquez
My Commission CC579543
Expires Aug. 25, 2000

Cynthia B Vasquez
Notary Public

Personally known ☒
or Produced Identification ☐
Type of Identification Produced ☐

ARTICLES OF AMENDMENT
TO
BY-LAWS
OF
VIA VERDE HOMEOWNERS ASSOCIATION, INC.

Pursuant to the provisions of article XII of its By-Laws and section 617.1006, Florida Statutes, the undersigned Florida nonprofit corporation adopts the following articles of amendment to its by-laws.

FIRST: The name of the corporation is Via Verde Homeowners Association, Inc.

SECOND: Article IV, entitled "Board of Directors", section (1), is amended to read as follows:

(1) The affairs of the Association shall be managed by a Board of Directors consisting of five (5) Directors. Four (4) directors must be residential property owners within one of the communities within the Association. The other director shall be a commercial property owner, a commercial property owner's designee, or an individual owning a business operating from commercial property within the Association ("commercial director"). Provided, however, that if a commercial director is unwilling to serve or continue to serve said Director may be a residential property owner who is selected as provided in article V. Elections shall be by majority vote of the entire membership. The entire Membership shall be defined as the voting representatives as provided for in the By-Laws and Articles of Incorporation of the Association. The term of the Directors so elected or appointed at each annual election shall be for two (2) years expiring at the second annual election following their election, and thereafter until their successors are duly elected and qualified, or until removed from office with or without cause by the affirmative vote of a majority of the entire Membership as defined above.

Article V, entitled "Election of Directors; Nominating and Election Committees", sections (2) and (3), are amended to read as follows:

(2) Any vacancy occurring on the Board of Directors because of death, resignation or other termination of service of any Director, or unwillingness to serve as Director of a commercial property owner, a commercial property owner's designee, or an individual owning a business operating from commercial property within the Association, shall be filled by the Board of Directors after consulting with the Nominating Committee. A Director appointed to fill a vacancy shall be appointed for the unexpired term of his predecessor in office, and until his successor shall have been elected and/or appointed and qualified. If the vacancy is that of the commercial director when no qualified individual is willing to serve, the Director appointed to fill the commercial vacancy shall be appointed for the entire remaining term of the term of the Director as set for in Article IV, section 1.

ViaCorp\By-Laws\amd.0522

BY: Mary Etling, Secretary

BY: John Mihalik, President
Date: June 23, 1998

VIA VERDE HOMEOWNERS
ASSOCIATION, INC., a Florida
nonprofit corporation

ATTEST:

FOURTH: There are no members entitled to vote on the amendments. The amendments were adopted by the board of directors.

THIRD: The date of adoption of the amendments was: June 23, 1998

(3) The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine. One seat shall be offered to a commercial property owner within Via Verde, unless no such qualified individual is willing to serve in that capacity. In such case, the seat for a commercial director may be filled by a residential property owner who is appointed for the term of the commercial seat by the Board of Directors after consulting with the Nominating Committee.

Amended 3/30/98

NOV-03-1997 12:44PM
ORF 10064 Pg 308
392305

This instrument was Prepared by and Return to:
Steven M. Goldsmith, Esq.
5355 Town Center Road - Suite 801
Boca Raton, FL 33486

ARTICLE OF AMENDMENT
TO
DECLARATION OF MAINTENANCE COVENANTS
FOR
VIA VERDE HOMEOWNERS ASSOCIATION, INC.

Pursuant to the provisions of section 617.1006, Florida Statutes, the undersigned Florida nonprofit corporation adopts the following articles of amendment to its Declaration of Maintenance Covenants recorded in Official Records Book 2413, Page 1935 of the Public Records of Palm Beach County, Florida.

FIRST:
Article VI, Section 6, entitled "Effect of Non-Payment of Assessment: The Lien; Remedies of Association", is amended in its entirety to read as follows:

If the assessment is not paid on the date when due, such assessment shall then become delinquent. If the assessment is not paid within thirty (30) days after the delinquency date, the assessment shall bear interest from the date of delinquency at the rate of ten percent (10%) per annum, and shall, together with any cost of collection thereof, including late charges, filing and recording fees, plus reasonable attorney's fees, become a continuing lien on the property which shall bind such property in the hands of the then Owner, his heirs, devisees, personal representatives and assigns, and shall also be the continuing personal obligation of the Owner against whom the assessment is levied.

If the assessment is not paid within thirty (30) days after the delinquency date, the Association may file a claim of lien in the amount of such assessment, plus all interest from date of delinquency, late charges, costs of collection, including recording and filing fees, and reasonable attorney's fees which have been incurred from the date of delinquency to the date of filing. Any lien which is filed also will secure payment of all interest, costs of collection, and reasonable attorney's fees which are incurred after the date of its filing through the date of its discharge. The Association may bring an action to foreclose the lien against the property, in like manner as a foreclosure of a mortgage on real property, and/or may file a suit on the personal obligation against the Owner. Regardless whether or not a final judgment is obtained and/or the delinquent owner pays the amount stated in the claim of lien and/or awarded by the court, no claim of lien shall be satisfied, nor personal obligation of the Owner discharged, until said Owner pays all additional interest, late charges, costs of collection, including recording and filing fees, and reasonable attorney's fees, that have been incurred up until and including the date of payment. Any lien and any amount due, including interest, late charges, costs of collection, including recording and filing fees, plus reasonable attorney's fees, shall bind such property in the hands of the then Owner, his heirs, devisees, personal representatives and assigns, and shall also be the continuing personal obligation of the Owner against whom the assessment is levied.

DOROTHY H. WILKEN, CLERK PB COUNTY, FL

SECOND: The date of adoption of the amendment(s) was: August 17, 1997.

THIRD: There are no members or members entitled to vote on the amendments. The amendments were adopted by the board of directors.

VIA VERDE HOMEOWNERS
ASSOCIATION, INC., a Florida
nonprofit corporation

ATTEST:

Joanne Haskel
Joanne Haskel, Secretary

By: Mary Etling, Pres.
Mary Etling, President

Date: September 30, 1997

vialarticles.6C

STATE OF FLORIDA)
COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me this 30th day of September, 1997, by **Mary Etling** as **President** for **Via Verde Homeowners Association, Inc.**



Cynthia B Vasquez
My Commission CC579543
Expires Aug. 25, 2000

Cynthia B. Vasquez
Notary Public

Personally known ✓
or Produced Identification _____
Type of Identification Produced _____

**ARTICLES OF AMENDMENT
TO
ARTICLES OF INCORPORATION
OF
VIA VERDE HOMEOWNERS ASSOCIATION, INC.**

Pursuant to the provisions of section 617.1006, Florida Statutes, the undersigned Florida nonprofit corporation adopts the following articles of amendment to its articles of incorporation.

FIRST: The name of the corporation is Via Verde Homeowners Association, Inc.

SECOND: Article VI(a), entitled "Board of Directors", is amended in its entirety to read as follows:

(a) The affairs of the Association shall be managed by a Board of Directors consisting of five (5) Directors. Four (4) directors must be residential property owners within one of the communities within the Association. The other director shall be a commercial property owner, a commercial property owner's designee, or an individual owning a business operating from commercial property within the Association. Elections shall be by majority vote of the entire membership. The entire Membership shall be defined as the voting representatives as provided for in the By-Laws and Articles of Incorporation of the Association. The term of the Directors so elected or appointed at each annual election shall be for two (2) years expiring at the second annual election following their election, and thereafter until their successors are duly elected and qualified, or until removed from office with or without cause by the affirmative vote of a majority of the entire Membership as defined above.

THIRD: The date of adoption of the amendment(s) was: September 23, 1997.

SECRET
TALLAHASSEE, FLORIDA

9/23/97 11:38

ST. JAMES
1100

FOURTH: There are no members or members entitled to vote on the amendments. The amendments were adopted by the board of directors.

VIA VERDE HOMEOWNERS
ASSOCIATION, INC., a Florida
nonprofit corporation

ATTEST:

Joanne Haskel
Joanne Haskel, Secretary

Mary Etling
By: Mary Etling, President
Date: September 30, 1997

via articles.7a

FLORIDA DEPARTMENT OF STATE
Sandra B. Mortham
Secretary of State



October 24, 1997

STEVEN GOLDSMITH
THE PLAZA, SUITE 801
5355 TOWN CENTER ROAD
BOCA RATON, FL 33486

Re: Document Number 732603

The Articles of Amendment to the Articles of Incorporation for VIA VERDE HOMEOWNERS ASSOCIATION, INC., a Florida corporation, were filed on October 23, 1997.

The certification requested is enclosed.

Should you have any question regarding this matter, please telephone (850) 487-6050, the Amendment Filing Section.

Carol Mustain
Corporate Specialist
Division of Corporations

Letter Number: 597A00051983

Division of Corporations - P.O. BOX 6327 - Tallahassee, Florida 32314



I certify the attached is a true and correct copy of the Articles of Amendment, filed on October 23, 1997, to Articles of Incorporation for VIA VERDE HOMEOWNERS ASSOCIATION, INC., a Florida corporation, as shown by the records of this office.

The document number of this corporation is 732603.

Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capitol, this the
Twenty-fourth day of October, 1997

Sandra B. Morton

Sandra B. Morton
Secretary of State



CR2EO22 (2-95)

CERTIFICATE OF AMENDMENT
OF
VIA VERDE HOMEOWNERS ASSOCIATION, INC.

WE HEREBY CERTIFY THAT the attached amendments to the Association's By-Laws and Articles of Incorporation, which are exhibits to the Declaration of Maintenance Covenants of Via Verde Homeowners Association, Inc., as described in Official Records Book 2413 at Page 1935 of the Public Records of Palm Beach County, Florida, were duly adopted in accordance with the Declaration of Maintenance Covenants.

IN WITNESS WHEREOF, we have affixed our hands this 30th day of December, 1996, at Boca Raton, Palm Beach County, Florida.

By: Mary F. Etling, President

Print: MARY F. ETLING, PRESIDENT

Attest: Bonnie J. Peck

By: John A. Mihalik

Print: JOHN A. MIHALIK, Sec/Treas.

Attest: Bonnie J. Peck

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 30th day of December, 1996, by Mary F. Etling, as President, and John Mihalik, as Secretary, of Via Verde Homeowners Association, Inc., a Florida corporation, on behalf of the corporation, and that they are personally known to me ~~or have produced~~ as identification and did take an oath.

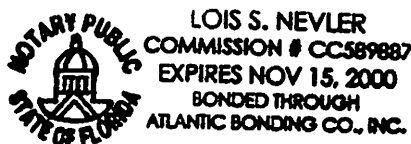
NOTARY PUBLIC

Sign: Lois S. Nevler

Print: Lois S. Nevler
State of Florida at Large

PREPARED BY/RETURN TO:
STEVEN M. GOLDSMITH, ESQ.
Siegel & Lipman
5355 Town Center Road, Suite 801
Boca Raton, Florida 33433

via/cert



LOIS S. NEVLER
COMMISSION # CCS0782
EXPIRES NOV 15, 2000
BONDED THROUGH
ATLANTIC BONDING CO., INC.

**AMENDMENTS TO THE
ARTICLES OF INCORPORATION AND
BY-LAWS OF
VIA VERDE HOMEOWNERS ASSOCIATION, INC.**

(Additions indicated by underlying, deletions by
"[]" and unaffected language if omitted by "...")

**ARTICLE VI
BOARD OF DIRECTORS**

(a) ☐ The affairs of the Association shall be managed by a Board of Directors consisting of six Directors. The Directors may, but need not be, members of the Association and need not be residents of the State of Florida. Five directors must be residential property owners within one of the communities within the Association. The other director shall be a commercial property owner, a commercial property owner's designee, or an individual owning a business operating from commercial property within the Association. Elections shall be by plurality vote. The term of the Directors so elected or appointed at each annual election shall be for two (2) years expiring at the second annual election following their election, and thereafter until their successors are duly elected and qualified, or until removed from office with or without cause by the affirmative vote of a majority of the entire Membership. The entire Membership shall be defined as the voting representatives as provided for in the By-Laws and Articles of Incorporation of the Association.

**ARTICLE XIII
TRANSACTION IN WHICH DIRECTORS
OR OFFICERS ARE INTERESTED**

(a) [No contract or transaction between the Association and one or more of its directors or officers, or between the Association and any other corporation, partnership, association, or other organization in which one or more of its Directors or officers and Directors or officers, or have a financial interest, shall be invalid, void or voidable solely for this reason, or solely because the Director or officer is present at or participates in the meeting of the Board or committee thereof which authorized the contract or transaction, or solely because his or their votes are counted for such purpose. No Director or officer of the Association shall incur liability by reason of the fact that he is or may be interested in any such contract or transaction.]

Interested Directors may be counted in determining the presence of a quorum at a meeting of the Board of Directors of a committee which authorizes the contract or transaction.]

(a) No member of the board of directors shall obtain compensation, consideration, remuneration, or money ("compensation"), directly or indirectly, from a business, enterprise, association, or occupation ("business") that performs services or provides goods to the Association. Such business with the Association represents a prohibited conflict of interest. This prohibited conflict of interest may not be waived by a vote of the board of directors but, instead, requires an affirmative vote from the entire membership as defined herein.

**ARTICLE XV
ARBITRATION**

Any and all disputes between the Association, its board of directors, and/or its voting representatives shall be submitted to binding arbitration in accordance with the rules of the American Arbitration Association. No dispute, conflict or matter shall be filed in a court of competent jurisdiction. Arbitration shall be binding, and is the exclusive procedure for resolving any such dispute, conflict or matter.

Article XV entitled "DEFINITIONS" shall become Article XVI.

**ARTICLE XVI
DEFINITIONS**

All terms used herein which are defined in the Declaration of Maintenance Covenants for Via Verde shall be used herein with the same meanings as defined in said Declaration.

via\proposed.cha

AMENDMENTS TO THE
ARTICLES OF INCORPORATION AND
BY-LAWS OF
VIA VERDE HOMEOWNERS ASSOCIATION, INC.

(additions indicated by underlining, deletions by "----",
and unaffected language by "...")

TO THE ARTICLES

ARTICLE IV
MEMBERS

(a) The Members shall consist of the property owners in Via Verde, the property comprising Via Verde being described in section (b) of the Article, and all such property owners shall be members of the Association. There shall be three two classes of members, as follows:

(1) Class A Members. Class A members shall be all owners of residential Lots in Via Verde ~~except the Class C member.~~ Owners of residential Lots shall automatically become Class A members upon purchasing said Lots.

(2) Class B Members. Class B members shall be all property owners other than ~~the Class C member and~~ owners of residential Lots in Via Verde. Owners of the property shall automatically become Class B members upon purchase of such property.

~~(3) Class C Members. The Class C member shall be Arvida Corporation, a Delaware corporation, or its designee, successor or assignee, as Developer of Via Verde.~~

...

ARTICLE V
VOTING AND ASSESSMENTS

...

~~(d) The Class C member shall have the right to appoint a majority of the Board of Directors until such time as it owns less than ten (10) acres, improved or unimproved, in Via Verde, and thereafter, so long as the Class C member owns any property, developed or undeveloped, in Via Verde, it shall have the right to appoint one (1) Director. The assessed value of any condominium units owed by the Class C member shall not be included in the number and assessed value of condominium units owned by Class A members represented by a particular condominium association.~~

(d) ~~(e)~~ The Association will obtain funds with which to operate by assessment of its Members in accordance with provisions of the Declaration of Maintenance Covenants for Via Verde, as supplemented by the provisions of the By-Laws of the Association

ARTICLE VI
BOARD OF DIRECTORS

(a) The affairs of the Association shall be managed by a Board of Directors consisting of ~~five (5)~~ six (6) Directors. The Directors may, but need not be, members of the Association and need not be residents of the State of Florida. ~~There shall be three (3) Directors appointed by the Class C member and a total of two (2) Directors elected by the Class A and Class B members as a class so long as the Class C member has the right to appoint a majority of the Board of Directors; thereafter, the Class C member shall appoint one (1) Director and the remaining directors shall be elected as provided hereinafter. There shall be one (1) Director who shall be a commercial property owner. In the event that no commercial property owner wishes to serve on the Board, then that seat shall remain vacant until such time as it may be filled by any qualified commercial property owner. Elections shall be by plurality vote. At the first annual election to the Board of Directors the term of office of the elected Director receiving the highest plurality of votes shall be established at two (2) years, and the term of office of the other elected Director shall be established at one (1) year. In addition, the Class C member shall appoint two (2) Directors to serve for terms of two (2) years and one (1) Director to serve for a term of one (1) year. Thereafter, as many Directors shall be elected and appointed, as the case may be, as there are regular terms of office of Directors expiring at such time, and the term of the Directors so elected or appointed at each annual election shall be for two (2) years expiring at the second annual election following their election, and thereafter until their successors are duly elected and qualified, or until removed from office with or without cause by the affirmative vote of a majority of the entire membership members which elected or appointed them. In no event can a Board member appointed by the Class C member be removed except by an action of the Class C member nor can a Board member elected by Class A and Class B members be removed except by action of Class A and/or B members, acting as a class while the Class C member still has a right to appoint a majority of the Board and acting separately thereafter.~~

ARTICLE XIV
DISSOLUTION OF THE ASSOCIATION

(a) Upon dissolution of the Association, all of its assets remaining after provision for creditor and payment of all cost and expenses of such dissolution shall be distributed in the following manner:

~~(1) Real property contributed to the Association without the receipt of other than nominal consideration by the Class C member (or its predecessor in interest) shall be returned to the Class C member (whether or not a Class C member at the time of such dissolution), unless it refuses to accept the conveyance (in whole or in part).~~

~~(1) (2) Dedication to any applicable municipal or other governmental authority of any property determined by the Board of Directors of the Association to be appropriate for such dedication and which the authority is willing to accept.~~

~~(2) (3) Remaining assets shall be distributed among the members, subject to the limitation set forth below, each member's share of the assets to be determined by multiplying such remaining assets by a fraction the numerator of which is all amounts assessed by the Association since its organization against the property which is owned by the member at that time, and the denominator of which is the total amount (excluding penalties and interest)~~

assessed by the Association against all properties which at the time of dissolution are part of Via Verde. The year of dissolution shall count as whole year for purposes of the preceding fractions.

TO THE BY-LAWS

ARTICLE IV
BOARD OF DIRECTORS

2. Any vacancy occurring on the Board of Directors because of death, resignation or other termination of service of any Director, shall be filled by the Board of Directors after consulting with the Nominating Committee; ~~except that the Class C member shall in all events have the right to elect or appoint a majority of the members of the Board of Directors as specified in the Declaration of Maintenance Covenants for Via Verde and in the Articles of the Association, and the Class C member, to the exclusion of other members and/or the Board itself, shall fill any vacancy created by the death, resignation, removal or other termination of services of any Director appointed by the Class C member.~~ A Director appointed to fill a vacancy shall be appointed for the unexpired term of his predecessor in office and until his successor shall have been elected and/or appointed and qualified.

3. The Board of Directors, by a two-thirds vote of the Board, may remove a member from a position as a Director.

ARTICLE V
ELECTION OF DIRECTORS; NOMINATING AND ELECTION COMMITTEES

2. ~~The Class C member shall, within fourteen (14) days of the date set in Article III(1) of these By Laws for determining the number of votes each member shall have in each year, notify the Secretary and the Nominating Committee of the names of the Directors the Class C member is appointing to the Board of Directors. Within thirty (30) days of the date set forth in Article III(1) of these By-Laws for determining the number of votes each member shall have in each year, each Class member must provide written notice to the Board as to who the voting representative shall be for that Class member. If no notification is received, the last indicated voting representative shall automatically continue in that capacity. Within thirty (30) days of such date set in Article III(1) the Nominating Committee shall notify the Secretary of the names of the candidates nominated for election to the Board of Directors. The Secretary shall, within seven (7) days of receiving such notification from the Nominating Committee, prepare and mail election ballots to the members.~~

3. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine. One seat shall be offered to a commercial property owner within Via Verde, unless no such qualified individual is willing to serve in that capacity. In such case, said seat shall remain vacant until filled with a qualified candidate Such nominations may be made from among members or non-members, as the Committee in its discretion shall determine. ~~Nominations and notification of the vacancies being filled by the Class C member shall be placed on a written ballot as provided in Section 4 of this Article and shall be made in advance of the time fixed therein for the mailing of such ballots to members.~~

4. All elections to the Board of Directors shall be made on written ballots which shall (a) describe the vacancies to be filled and (b) set forth the names of those nominated by the Nominating Committee for such vacancies and the names of those appointed to the Board by the Class C member. Such ballots shall be prepared and mailed by the Secretary to the Class A members and the Class A members, or representatives of Class A members who are condominium unit owners, at least fourteen (14) days in advance of the date set forth for a return. Upon receipt of such ballots such members and representatives may, in respect to each vacancy, cast as many votes for the persons nominated by the Nominating Committee as they are entitled to exercise under the provisions of the Articles of Incorporation and these By-Laws.

5. Proposed amendment to the By-Laws of Via Verde Homeowners Association, Inc. Article VII, to add new section 6., as follows:

ARTICLE VII
DIRECTORS, AND MEETINGS
AND
DUTIES OF THE ASSOCIATION REPRESENTATIVE

6. Each Association shall identify their Association Representative ("Association Representative"), which Association Representative shall perform services and functions on behalf of the constituent associations ("constituent Associations"), expressly limited as follows:

(a) Attendance of Meetings of the Board of Directors. The Association Representative shall be the exclusive representative of the Constituent Association at the meetings of the Board of Directors for the Via Verde Homeowner's Association, Inc., and said Association Representative shall be provided an opportunity to address the Board of Directors as provided under the Rules and Regulations governing the meetings of the Board of Directors.

(b) Participation in Election of the Board of Directors. The Association Representative shall be entitled to present the votes, as identified under the Declaration of Protective Covenants, representing the selection of the Constituent Association for the available seats on the Board of Directors.

(c) Association Liaison. The Association Representative shall serve as the liaison between the Constituent Association and the Board of Directors. In serving in such capacity, the Association Representative shall represent the interest of the Board of Directors for that Constituent Association. Accordingly, any information or document production requests submitted by the Association Representative shall be required to carry the signature of members of the Board of Directors for the Constituent Association or shall be presumed to be the inquiry of such person in their individual capacity.

(d) Information Conduct. The Association Representative shall keep the Constituent Association's Board of Directors current as to the matters of general concern to the Via Verde Homeowners' Association, Inc. Community.

AMENDMENTS TO THE
ARTICLES OF INCORPORATION AND
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(d) ~~The Association will obtain funds with which to operate by assessment of its Members in accordance with provisions of the Declaration of Maintenance Covenants for Via Verde, as supplemented by the provisions of the By-Laws of the Association~~

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~~(1) (2)~~ Dedication to any applicable municipal or other governmental authority of any property determined by the Board of Directors of the Association to be appropriate for such dedication and which the authority is willing to accept.

~~(2) (3)~~ Remaining assets shall be distributed among the members, subject to the limitation set forth below, each member's share of the assets to be determined by multiplying such remaining assets by a fraction the numerator of which is all amounts assessed by the Association since its organization against the property which is owned by the member at that time, and the denominator of which is the total amount (excluding penalties and interest)

assessed by the Association against all properties which at the time of dissolution are part of Via Verde. The year of dissolution shall count as whole year for purposes of the preceding fractions.

TO THE BY-LAWS

ARTICLE IV BOARD OF DIRECTORS

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4. All elections to the Board of Directors shall be made on written ballots which shall (a) describe the vacancies to be filled and (b) set forth the names of those nominated by the Nominating Committee for such vacancies and the names of those appointed to the Board by the class C members. Such ballots shall be prepared and mailed by the Secretary to the Class A members and the Class A members, or representatives of Class A members who are condominium unit owners, at least fourteen (14) days in advance of the date set forth therein for a return. Upon receipt of such ballots such members and representatives may, in respect to each vacancy, cast as many votes for the persons nominated by the Nominating Committee as they are entitled to exercise under the provisions of the Articles of Incorporation and these By-Laws.

5. Proposed amendment to the By-Laws of Via Verde Homeowners Association, Inc., Article VII, to add new section 6., as follows:

ARTICLE VII
DIRECTORS, AND MEETINGS
AND
DUTIES OF THE ASSOCIATION REPRESENTATIVE

6. Each Association shall identify their Association Representative ("Association representative"), which Association Representative shall perform services and functions on behalf of the constituent associations ("constituent Associations"), expressly limited as follows:

(a) Attendance of Meetings of the Board of Directors. The Association Representative shall be the exclusive representative of the constituent Association at the meetings of the Board of Directors for the Via Verde Homeowner Association, Inc., and said Association Representative shall be provided an opportunity to address the Board of Directors, as provided under the Rules and Regulations governing the meetings of the Board of Directors.

(b) Participation in Election of the Board of Directors. The Association Representative shall be entitled to present the votes, as identified under the Declaration of Protective Covenants, representing the selection of the constituent Association for the available seats on the Board of Directors.

(c) Association Liaison. The Association Representative shall serve as the liaison between the constituent Association and the Board of Directors. In serving in such capacity, the Association Representative shall represent the interest of the Board of Directors for that constituent Association. Accordingly, any information or document production requests submitted by the Association Representative shall be required to carry the signature of members of the Board of Directors for the constituent Association or shall be presumed to be the inquiry of such person in their individual capacity.

(d) Information Conduct. The Association Representative shall keep the constituent Association's Board of Directors current as to the matters of general concern to the Via Verde Homeowners Association, Inc. Community.

CERTIFICATE OF AMENDMENT.
TO DECLARATION OF MAINTENANCE COVENANTS
OF VIA-VERDE HOMEOWNERS' ASSOCIATION, INC.

The undersigned President and Secretary of Via Verde Homeowners' Association, Inc., a Florida corporation not for profit, hereby certify that the Corporation's Declaration of Maintenance Covenants, as recorded in Official Records Book 2413, at Pages 1935 through 1959, and any amendments or supplements thereto, of the Public Records of Palm Beach County, Florida, have been duly amended by the Board of Directors of the Corporation in accordance with the provisions of the Articles of Incorporation and Section 617.02, Florida Statutes, to insert the landscaping and landscape treatments attached hereto as Easements 1 through 7.

IN WITNESS WHEREOF, the undersigned have signed this Certificate and affixed its corporate seal this 23rd day of July, 1982.

VIA VERDE HOMEOWNERS' ASSOCIATION,
INC.

By Craig G.J. Robelen
President

Attest Grace M. Wells
Secretary

(Seal)

STATE OF FLORIDA :
COUNTY OF PALM BEACH :
SS. :

The foregoing instrument was acknowledged before me this 23rd day of July, 1982, by Craig G.J. Robelen and Grace M. Wells, as President and Secretary, respectively, of Via Verde Homeowners' Association, Inc., a Florida corporation not for profit, on behalf of the corporation.

Notary Public
State of Florida at Large
My Commission Expires Feb. 23, 1985
Notary Public, State of Florida
My Commission Expires Feb. 23, 1985
Banded Three Tray Falsification, Inc.

Return to: Gold Coast Title Co. West
5530 Glades Road - D-1
Boca Raton, Florida 33431

This instrument was prepared by
Jeri Poller, Esq.
Arvida Corporation
5550 Glades Road
Boca Raton, Florida
33432

RESOLUTION

WHEREAS, the Declaration of Maintenance Covenants for Via Verde (the "Declaration") dated April 18, 1975, filed for record May 1, 1975, and recorded in Official Records Book 2413, at Page 1935, of the Public Records of Palm Beach County, Florida, provides, in Article V thereof, that the Via Verde Homeowners Association, Inc. (the "Association") will maintain, repair and replace landscaping, including vegetation, and decorative landscape treatments and related or similar structures and facilities, on the perimeter of Via Verde, or in medians or dividers of principal arterial roadways surrounding and in Via Verde, and that the cost thereof will be assessed to property owners within Via Verde as the Perimeter and Roadways Landscape Assessment; and,

WHEREAS, the Declaration further provides, in Article VI, that the Board of Directors of the Association may, in its complete and sole discretion, exempt lots in a platted subdivision, or dwellings in a condominium, from portions of the assessments not benefitting such lots or dwellings; and

WHEREAS, in connection with the development of Town Place, Arvida Corporation, as the developer of Via Verde, is constructing and installing landscaping and landscape treatments as follows:

Within the attached landscape easements labeled Easement 1 through Easement 7;

Within the median of St. Andrews Blvd. between Palmetto Park Road West and Verde Trail South;

Within a 100 foot strip of land designated as a buffer area for the Via Verde P.U.D. along the north side of the right of way line of Palmetto Park Road West between the west right of way line of Military Trail and the west boundary of the Southwest one-quarter of Section 23, TWSF 47 South, Range 42 East, Palm Beach County, Florida;

which will be maintained by the Association, and the cost of which maintenance would be included in the Perimeter and Roadway Landscape Assessment, but which, in the unanimous opinion of the Board of Directors, will benefit principally owners of property within Town Place.

BE IT THEREFORE RESOLVED, that all lots and dwellings within Via Verde, other than lots and dwellings included within Town Place, are hereby declared to be exempt from the full assessment for that portion of the Perimeter and Roadway Landscape Assessment related to maintenance, repair or replacement of and to the above-described landscaping and landscaping easements, which, in the opinion of the Board of Directors, benefit principally properties within Town Place.

IT IS FURTHER RECOGNIZED, that St. Andrews Boulevard being a main artery for the Via Verde area, that a portion of the landscape and irrigation maintenance cost shall be borne by the total Via Verde community. That portion shall be based on a similar square footage median maintenance cost to that which the Via Verde Association incurs for the Glades Road median. This square footage maintenance cost shall be applied to the total square footage of the median of St. Andrews Boulevard between Palmetto Park Road West and Verde Trail South to calculate that portion of the maintenance and repair expenses to be borne by the full membership of the Via Verde Homeowners Association.

B3781 P0102

DESCRIPTION:

A portion of Section 23, Township 47 South, Range 42 East, Palm Beach County, Florida, being more particularly described as follows:

Beginning at the intersection of the West line of L.W.D.D. E-3 with the North right-of-way line of Verde Trail South, being the Northeast corner of Plat No. 2 Verde Trail South of Via Verde-P.D., as recorded in Plat Book 38, Page 130, Public Records of Palm Beach County, Florida, thence South 89°31'57" West, along the said North right-of-way line of Verde Trail South, a distance of 155.00 feet; thence North 00°28'03" West, a distance of 32.00 feet; thence North 89°31'57" East, a distance of 103.00 feet; thence North 00°28'03" West, a distance of 20.00 feet; thence North 89°31'57" East, a distance of 103.00 feet; thence North 89°31'57" East, a distance of 103.00 feet; to the intersection of said West right-of-way line of L.W.D.D. E-3; thence South 00°28'03" East, along said West right-of-way, a distance of 155.00 feet to the point of Beginning.

Said lands situate, lying and being in Palm Beach County, Florida.

Containing 213 acres more or less.

(Subject to all) easements, reservations and rights-of-way of record.

CERTIFICATE:

I hereby certify that the attached Legal Description and Graphic Depiction thereof, are true and correct to the best of my knowledge and belief.

DATED: January 13, 1982

MICHAEL E. PURMORT & ASSOCIATES, INC.

MICHAEL G. PURMORT
REGISTERED LAND SURVEYOR
NO. 2720
STATE OF FLORIDA

[illegible]

NOTE: The undersigned and MICHAEL G. PURMORT & ASSOCIATES, INC. make no representations or guarantees as to the information reflected herein pertaining to economic, signs of war, all back orders, reservations, commitments and other similar matters, and neither this instrument is not intended to reflect or set forth all such matters. Such information should be obtained and confirmed by others through appropriate title verification. Leads taken thereon were not abstracted for right of way and/or easements of record.

SKETCH : **FOR: ARVIDA CORPORATION**

MICHAEL G. PURMORT & ASSOCIATES, INC.

LAND SURVEYORS • PLANNERS
1300 E. HILLSBORO BLVD., EXECUTIVE PLAZA, SUITE 202,
DEERFIELD BEACH, FLORIDA, 33441

[305] 421-9101

CLW.D.D. Lat.-E-39

WEST R/W MILITARY TRAIL -

FOR ARVIDA CORPORATION

LAND SURVEYORS • PLANNERS
1300 E. HILLSBORO BLVD., EXECUTIVE PLAZA, SUITE 202,
DEERFIELD BEACH, FLORIDA, 33441
(305) 421-9101

The undersigned and MICHAEL G. RUMWORT & ASSOCIATES, INC. make representations or warranties as to the information reflected herein pertaining to easements, rights of way, and other, reservations, agreements and other similar matters, and further, this instrument is not intended to reflect or set forth any information which is not true and correct. The information obtained by others through appropriate title verification of the lands shown herein were not abstracted for right of way and/or easements of record.

A portion of Section 23, Township 47 South, Range 42 East, Palm-Beach County, Florida, being more particularly described as follows:

Beginning at the intersection of the West line of L.H.D.D. E-3 with the South Right-of-way line of Verde Trail South, being the Southeast corner of Plat No.2 Verde Trail South of Vita Verde, P.U.D., as recorded in Plat Book 38, Page 130, Public Record of Palm Beach County, Florida, thence South 00°28'03" East, along the said West line L.H.D.D. E-3, a distance of 155.00 feet; thence South 89°31'57" West, a distance of 32.00 feet; thence North 00°28'03" West, a distance of 103.00 feet; thence South 89°31'57" West, a distance of 20.00 feet; thence North 00°28'03" West, a distance of 20.00 feet; thence South 89°31'57" West, a distance of 103.00 feet; thence North 00°28'03" West, a distance of 32.00 feet to the intersection of said South right-of-way line of Verde Trail South; thence North 89°31'57" East, along said South right-of-way, a distance of 185.00 feet to the Point of Beginning.

Said lands situated, lying and being in Palm Beach County Florida.

Containing 243 acres more or less.

SUBJECT TO AIR EMBARKMENT, RESERVATIONS AND RIGHTS-OF-WAY OF RECORD.

I hereby certify that the attached Legal Description and Graphic Depiction thereof, are true and correct to the best of my knowledge and belief.

DATED: January 13, 1982

MICHAEL G. PURMORT & ASSOCIATES, INC.

MICHAEL G. PURMORT
REGISTERED LAND SURVEYOR
NO. 2720
STATE OF FLORIDA

[illegible]

THIS SURVEY CONFORMS TO THE MINIMUM TECHNICAL STANDARDS FOR LAND SURVEYS ADOPTED BY THE FLORIDA STATE BOARD OF LAND SURVEYORS ON SEPTEMBER 1, 1981.

A portion of Section 23, Township 47 South, Range 42 East, Palm Beach County, Florida, being more particularly described as follows:

Commencing at Point "A", as shown on the plat of VERDE TRAIL SOUTH AND ST. ANDREWS BOULEVARD OF VIA VERDE - P.U.D., as recorded in Plat Book 35, Pages 190, 191 and 192 of the Public Records of Palm Beach County, Florida, said point being the intersection of St. Andrews Boulevard and Verde Trail South; thence North 75°38'22" East, along the centerline of said Verde Trail South, a distance of 195.82 feet; thence North 14°21'38" West, a distance of 35.00 feet to a point on the centerline of Right-of-Way of Verde Trail South, as shown on the plat of PLAT NO. 2 VERDE TRAIL SOUTH OF VIA VERDE - P.U.D., as recorded in Plat Book 38, Page 130 of the Public Records of Palm Beach County, Florida, and being the POINT of Beginning of this description; thence North 58°34'54" East, a distance of 135.83 feet to a point on the arc of a circular curve to the right, whose radius point bears North 77°59'34" East; thence Northerly, along the arc of said curve and being the Eastern Right-of-Way of said St. Andrews Boulevard, having a radius of 2231.83 feet, an arc distance of 137.05 feet; thence North 78°08'22" East, a distance of 42.43 feet; thence South 11°51'38" East, a distance of 98.00 feet; thence South 55°51'38" East, a distance of 22.62 feet; thence South 76°08'22" East, a distance of 98.00 feet; thence South - 55°38'22" East, a distance of 41.81 feet, to a point on the said Northerly Right-of-Way of said Verde Trail South; thence South - 55°38'22" East, along the said Northerly Right-of-Way, a distance of 132.41 feet, to said Point of Beginning.

aid lands situate, lying and being in Palm Beach County, Florida, containing 2751 acres, more or less.

SUBJECT to all easements, reservations and rights-of-way of record.

Unlabeled

Bearings shown here are based upon the referenced plats.

All corners are iron rods with cap #F-2539.

Landscape wall" is proposed and based upon information supplied by client.

I hereby CERTIFY that the attached sketch of survey of the above described property is true and correct to the best of my knowledge and belief as surveyed under my direction in ~~December~~ 1901.

DATED: 12-25-81

MICHAEL G. PURMORT & ASSOCIATES, INC.

THE LITTER AND GRASS
UNLESS IT BEARS A LOGO
AND AN EMBOSSED SURVEY

MICHAEL G. PURNORT
REGISTERED LAND SURVEYOR
NO. 2723
STATE OF FLORIDA

SKETCH OF SURVEY FOR: ARVIDA CORPORATION

MICHAEL G. PURMORT & ASSOCIATES, INC.

LAND SURVEYORS • PLANNERS
33300 E. HILLSBORO BLVD., EXECUTIVE PLAZA, SUITE 202.
DEERFIELD BEACH, FLORIDA, 33441

(305) 421-8101

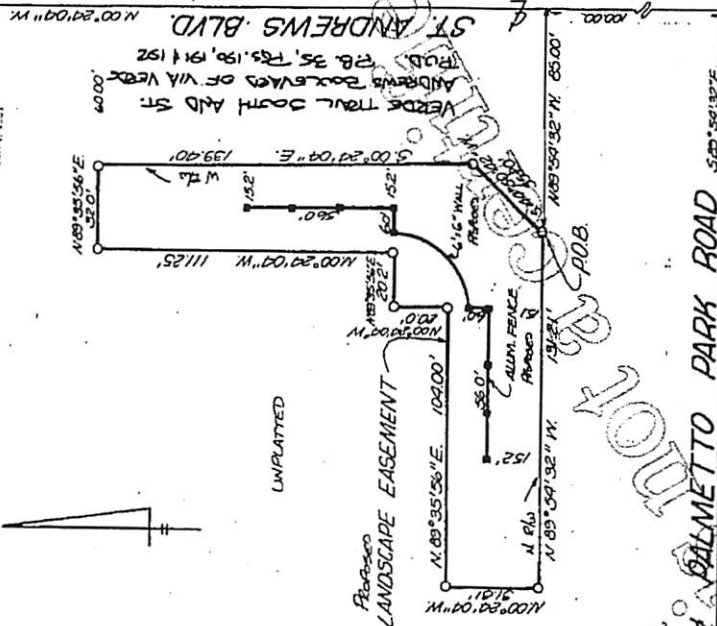
NOTE:

The undersigned and MICHAEL G. PURNORT & ASSOCIATES, INC., make no representations or warranties as to the information reflected herein and warrant only that the information was collected through methods pertaining to assessments, rights of way, set back measurements, easements and other similar matters, and that, therefore, this instrument is not intended to reflect as fact forth all such matters. Such information should be obtained and confirmed by others through appropriate title verification.

Code sheets shown hereon were not abstracted for right of way and/or easements of record.

[illegible]

STATE OF FLORIDA



A portion of Section 23, Township 47 South, Range 42 East, Palm Beach County, Florida, being more particularly described as follows:

Commencing at the intersection of the centerline of Palmetto Park Road with the centerline of St. Andrews Boulevard, as shown on the Plat of VERDE TRAIL SOUTH AND ST. ANDREWS BOULEVARD OF VIA VERDE - P.U.D., as recorded in Plat Book 35, Pages 190, 191 and 192 of the Public Records of Palm Beach County, Florida; thence North 00°24'04" West, a distance of 100.00 feet; thence North 89°54'32" West, a distance of 85.00 feet to the Point of Beginning of this description and being on the North Right-of-Way of said Palmetto Park Road; thence continue North 89°54'32" West, along the said North Right-of-Way, a distance of 131.21 feet; thence - North 00°24'04" West, a distance of 31.81 feet; thence North 89°35'56" East, a distance of 104.00 feet; thence North 00°24'04" West, a distance of 20.00 feet; thence North 89°35'56" East, a distance of 20.20 feet; thence North 00°24'04" West, a distance of 111.25 feet; thence North 89°35'56" East, a distance of 32.00 feet; thence South 00°24'04" East, along the Westerly Right-of-Way of said St. Andrews Boulevard, a distance of 139.40 feet; thence - South 44°50'42" West, a distance of 35.20 feet to the Point of Beginning.

Said lands situate, lying and being in Palm Beach County, Florida, containing .2054 acres, more or less.

SUBJECT to all easements, reservations and rights-of-way of record.

Bearings shown here are based upon the referenced
plans.

All corners are iron rods with cap #F-2539
Landscape wall is proposed and based upon
information supplied by client.

I hereby CERTIFY that the attached sketch of survey of the above described property is true and correct to the best of my knowledge and belief as surveyed under my direction in December 1901

DATED: 12-23-81

MICHAEL & PURMORT & ASSOCIATES, INC.

THIS LETTER AND/OR AFFIDAVIT IS VALID ONLY IF IT BEARS AN ORIGINAL SIGNATURE OF THE EMPLOYER AND AN EMBOSSED SURVEILLOR'S

MICHAEL G. PURMORT
REGISTERED LAND SURVEYOR
NO. 2720
STATE OF FLORIDA

SKETCH OF SURVEY FOR: ARVIDA CORPORATION

MICHAEL G. PURMORT & ASSOCIATES, INC.

LAND SURVEYORS • PLANNERS

1300 E. HILLSBORO BLVD., EXECUTIVE PLAZA, SUITE 202,
DEERFIELD BEACH, FLORIDA, 33441
[305] 421-9101

NOTE.

be redesigned and MICHAEL C. FURMORT & ASSOCIATES, INC., made no representations or warranties as to the information reflected herein pertaining to easements, rights of way, salt beds, mines, reservations, covenants and other similar matters, and, furthermore, this instrument is not intended to reflect or set forth all such matters. Such information should be obtained and confirmed by others through appropriate title verifications. The undersigned herein were not abridged for right of way and/or easements of record.

[illegible]FIELD BOOK B3 Pg 104
JON MO 81-2414

81 P0108

[illegible]

A portion of Section 23, Township 47 South, Range 42 East, Palm Beach County Florida, being more particularly described as follows:

Commencing at Point A, as shown on the plat of VERDE TRAIL SOUTH AND ST. ANDREWS BOULEVARD OF VIA VERDE - P.U.D., as recorded in Plat Book 35, Pages 190, 191, and 192 of the Public Records of Palm Beach County Florida, said point being the intersection of St. Andrews Boulevard and Verde Trail South; thence North 75°38'22" East, along the said centerline of said Verde Trail South, a distance of 85.82 feet; thence South 14°21'38" East, a distance of 35.00 feet to a point on the Southerly Right-Of-Way of Verde Trail South as shown on the plat of PLAT NO. 2 VERDE TRAIL SOUTH OF VIA VERDE - P.U.D., as recorded in Plat Book 38, Page 130, of the Public Records of Palm Beach County, Florida, and being the Point of Beginning of this description; thence North 75°38'22" East, along the said Southerly Right-Of-Way, a distance of 132.41 feet; thence South 16°51'39" East, a distance of 41.01 feet; thence South 73°08'22" West, a distance of 98.00 feet; thence South 28°08'22" West, a distance of 22.62 feet; thence South 16°51'39" East, a distance of 98.00 feet; thence South 73°08'22" West, a distance of 42.43 feet to a point on the arc of a circular curve to the right, whose radius point bears North 70°33'47" East thence Northerly along the arc of said curve, and being the Easterly Right-Of-Way of said St. Andrews Boulevard, having a radius of 254.80 feet, an arc distance of 137.05 feet; thence North 29°51'37" East, a distance of 254.80 feet, to the Point of Beginning.

Sale lands situate, lying and being in Palm Beach County, Florida.

Containing .2751 acres more or less.

Subject to all easement, reservations and rights-of-way of record.

Bearings shown here are based upon the referenced plats.

All corners are iron rods with cap #F-2539.

Landscape wall is proposed and based upon information supplied by client.

VERDE TRAIL SOUTH
AND ST. ANDREWS
BOULEVARD OF VIA
VERDE - BND

THE UNIVERSITY OF CHICAGO

SKETCH OF STREET FOR: ARVIDA CORPORATION

LAND SURVEYORS • PLANNERS

1300 E. HILLSBORO BLVD., EXECUTIVE PLAZA, SUITE 202.

DEERFIELD BEACH, FLORIDA, 33441

(305) 421-9101

DATED: 12-23-84

MICHAEL & PURMORT B. ASSOCIATES, INC.

THIS LETTER AND/DRAFTED WITHIN 10 DAYS
UNLESS IT BEARS AN ORIGINAL C
AND AN UNEXPRESSED SURVIVAL

MICHAEL & PURMORT
REGISTERED LAND SURVEYOR
NO. 2720
STATE OF FLORIDA

The undersigned and MICHAEL G. BURMIST & ASSOCIATES, INC. do not represent or guarantee as to the information received from the respondents or the respondents' attorneys, and disclaim any liability for the information received from the respondents or the respondents' attorneys. The undersigned and MICHAEL G. BURMIST & ASSOCIATES, INC. do not represent or guarantee as to the information received from the respondents or the respondents' attorneys, and disclaim any liability for the information received from the respondents or the respondents' attorneys.

[illegible]

Black & Poidis

NOV 25 1979 11 50 01 690

CORRECTIVE INSTRUMENT



I certify that the attached is a true and correct copy of an Amendment to Articles of Incorporation of VIA VERDE HOMEOWNERS ASSOCIATION, INC., a Florida corporation not for profit, filed on November 6, 1978, as shown by the records of this office.

The charter number of this corporation is 732603.

Given under my hand and the Great Seal of the State of Florida, at Tallahassee, the Capital, this 12th day of January, 1979.

Wayne J. ...
Secretary of State



PALM 011 2997 PAGE 1177

CEM 101 12-78

6440 (6457)

AMENDMENT TO THE ARTICLES OF INCORPORATION
OF VIA VERDE HOMEOWNERS ASSOCIATION, INC.

Upon a meeting of the Board of Directors of Via Verde Homeowners' Association, Inc., duly called on September 6, 1972 and approval of the Resolution to amend the Articles of Incorporation as to Article IV(a) 1) and 2) and Article V(b) and (c), it was Resolved that:

Article IV(a) 1) and 2) shall be amended as follows:

- 1) CLASS A MEMBERS. Class A Members shall be all owners of residential platted property in Via Verde, except the Class C Member. Owners of residential platted property shall automatically become class A Members upon purchasing said platted residential property.
- 2) CLASS B MEMBERS. Class B Members shall be all property owners other than the Class C Member and owners of residential platted property in Via Verde. Owners of such property shall automatically become Class B Members upon the purchase of such property.

Article IV(a) 3) and (b) shall remain as presently drafted.

Article V(b) and (c) shall be amended as follows:

- (b) Class A Members in Via Verde shall be represented solely and exclusively by the condominium or homeowners' association, through a representative thereof, to which they belong. Each condominium or homeowners' association in Via Verde shall represent its members with respect to Association matters and shall have that number of votes to cast corresponding to the total number of votes held by its members according to the formula set forth above. All notices and other official communications from the Association to a condominium association shall be to that representative. Only that representative shall have the right to attend and participate in meeting of the Association. The total assessed value of all property in Via Verde owned by any particular Class A Member shall determine the number of votes to which such Class A Member is entitled.
- (c) Class B Members may represent themselves. The total assessed value of all property in Via Verde owned by any particular Class B Member shall determine the number of votes to which such Class B Member is entitled.

Article V(a) (d) and (e) shall remain as presently drafted.

(SEAL)

James H. Montoy PRESIDENT
Grace M. Wills SECRETARY

AS TO ARVIDA CORPORATION

(SEAL)

(SEAL)

STATE OF FLORIDA :
COUNTY OF PALM BEACH: SS.

Before me personally appeared James R. Morley, Jr. and Carol M. Morley, to me well known and known to me to be the individuals described in and who executed the foregoing instrument as President and Secretary of the above named Via Verde Homeowners' Association, Inc., a Corporation not for profit, and severally acknowledged to and before me that they executed such instrument as such President and Secretary, respectively, of said corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that it was affixed to said instrument by due and regular corporate authority and that said instrument is the free act and deed of said corporation.

This document was prepared by:
 [redacted]
 [redacted]
 [redacted]
 993 [redacted] Highway
 Boca Raton, Florida
 33432

2950 11 286
FBI REC 2997 PAGE 1178

WITNESS my hand and official seal, this 20 day of October,
1973.

(Seal)

Xari Paller
Notary Public
State of Florida at Large
My Commission Expires:

SECRETARY OF THE TREASURY FROM GEORGE
1964 12 100 100 100 100 100 100
NOTARY PUBLIC STATE OF FLORIDA AT LARGE

STATE OF FLORIDA :
SS.
COUNTY OF PALM BEACH:

Before me personally appeared Richard W. Muller to me
well known and known to me to be the person described in and who executed
the foregoing instrument as Vice President of the above named Arvida, a
Delaware Corporation, and acknowledged to and before me that he executed
such instrument as such Vice President of said corporation, and that the
seal affixed to the foregoing instrument is the corporate seal of said
corporation and that it was affixed to said instrument by due and regular
corporate authority, and that said instrument is the free and act and deed
of said corporation.

WITNESS my hand and official seal, this 20 day of October,
1978.

(Seal)

Xari Paller
Notary Public
State of Florida at Large
My Commission Expires:

SECRETARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES OCT. 27 1981
BONDED 10000.00 BY 10000.00

PALM OFF
SEARCH REC 2997 PAGE 1179

2660 287

Record Verified
Palm Beach County, Fla.
John B. Durbie
Clerk Circuit Court

STATE OF FLORIDA :
SS.
COUNTY OF PALM BEACH:

Before me personally appeared Richard W. Miller, to me well known and known to me to be the person described in and who executed the foregoing instrument as Vice President of the above named Arvida, a

aff

CO

AMENDMENT TO THE ARTICLES OF INCORPORATION
VIA VERDE HOMEOWNERS ASSOCIATION, INC.

Upon a meeting of the Board of Directors of Via Verde Homeowners' Association, Inc., duly called on September 6, 1978 and approval of the Resolution to amend the Articles of Incorporation as to Article IV(a) 1) and 2) and Article V(b) and (c), it was Resolved that:

Article IV(a) 1) and 2) shall be amended as follows:

- 1) CLASS A MEMBERS. Class A Members shall be all owners of residential platted property in Via Verde, except the Class C Member. Owners of residential platted property shall automatically become Class A Members upon purchasing said platted residential property.
- 2) CLASS B MEMBERS. Class B Members shall be all property owners other than the Class C Member and owners of residential platted property in Via Verde. Owners of such property shall automatically become Class B Members upon the purchase of such property.

Article IV(a) 3) and (b) shall remain as presently drafted.

Article V(b) and (c) shall be amended as follows:

- (b) Class A Members in Via Verde shall be represented solely and exclusively by the condominium or homeowners' association, through a representative thereof, to which they belong. Each condominium or homeowners' association in Via Verde shall represent its members with respect to Association matters and shall have that number of votes to cast corresponding to the total number of votes held by its members according to the formula set forth above. All notices and other official communications from the Association to a condominium association shall be to that representative. Only that representative shall have the right to attend and participate in meeting of the Association. The total assessed value of all property in Via Verde owned by any particular Class A Member shall determine the number of votes to which such Class A Member is entitled.
- (c) Class B Members may represent themselves. The total assessed value of all property in Via Verde owned by any particular Class B Member shall determine the number of votes to which such Class B Member is entitled.

Article V(a) (d) and (e) shall remain as presently drafted.

(Seal)

/s/ James R. Montez PRESIDENT
/s/ Grace M. Wells SECRETARY

AS TO ARVIDA CORPORATION

(Seal)

/s/ Richard W. Miller (Seal)

STATE OF FLORIDA :
SS.
COUNTY OF PALM BEACH:

Before me personally appeared James R. Montez and Grace M. Wells, to me well known and known to me to be the individuals described in and who executed the foregoing instrument as President and Secretary of the above named Via Verde Homeowners' Association, Inc., a Corporation not for profit, and severally acknowledged to and before me that they executed such instrument as such President and Secretary, respectively, of said corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that it was affixed to said instrument by due and regular corporate authority and that said instrument is the free act and deed of said corporation.

WITNESS my hand and official seal, this 22 day of October, 1973.

(Seal)

/s/ Jeri Poller
Notary Public
State of Florida at Large
My Commission Expires: Oct. 27, 1981

**AMENDMENT TO THE ARTICLES OF INCORPORATION
VIA VERDE HOMEOWNERS ASSOCIATION, INC.**

Upon a meeting of the Board of Directors of Via Verde Homeowners' Association, Inc., duly called on September 6, 1978 and approval of the Resolution to amend the Articles of Incorporation as to Article IV(a) 1) and 2) and Article V(b) and (c), it was Resolved that:

Article IV(a) 1) and 2) shall be amended as follows:

- 1) CLASS A MEMBERS. Class A Members shall be all owners of residential platted property in Via Verde, except the Class C Member. Owners of residential platted property shall automatically become Class A Members upon purchasing said platted residential property.
- 2) CLASS B MEMBERS. Class B Members shall be all property owners other than the Class C Member and owners of residential platted property in Via Verde. Owners of such property shall automatically become Class B Members upon the purchase of such property.

Article IV(a) 3) and (b) shall remain as presently drafted.

Article V(b) and (c) shall be amended as follows:

- (b) Class A Members in Via Verde shall be represented solely and exclusively by the condominium or homeowners' association, through a representative thereof, to which they belong. Each condominium or homeowners' association in Via Verde shall represent its members with respect to Association matters and shall have that number of votes to cast corresponding to the total number of votes held by its members according to the formula set forth above. All notices and other official communications from the Association to a condominium association shall be to that representative. Only that representative shall have the right to attend and participate in meeting of the Association. The total assessed value of all property in Via Verde owned by any particular Class A Member shall determine the number of votes to which such Class A Member is entitled.
- (c) Class B Members may represent themselves. The total assessed value of all property in Via Verde owned by any particular Class B Member shall determine the number of votes to which such Class B Member is entitled.

Article V(a) (d) and (e) shall remain as presently drafted.

(Seal)

<u>/s/ James R. Montez</u>	PRESIDENT
<u>/s/ Grace M. Wells</u>	SECRETARY

(Seal)

AS TO ARVIDA CORPORATION

<u>/s/ Richard W. Miller</u>	(Seal)
------------------------------	--------

STATE OF FLORIDA :
SS.
COUNTY OF PALM BEACH:

Before me personally appeared James R. Montez and Grace M. Wells, to me well known and known to me to be the individuals described in and who executed the foregoing instrument as President and Secretary of the above named Via Verde Homeowners' Association, Inc., a Corporation not for profit, and severally acknowledged to and before me that they executed such instrument as such President and Secretary, respectively, of said corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that it was affixed to said instrument by due and regular corporate authority and that said instrument is the free act and deed of said corporation.

WITNESS my hand and official seal, this 22 day of October, 1973.

(Seal)

<u>/s/ Jeri Poller</u>
Notary Public
State of Florida at Large
My Commission Expires: Oct. 27, 1981

STATE OF FLORIDA :
SS.
COUNTY OF PALM BEACH:

Before me personally appeared Richard W. Miller, to me well known and known to me to be the person described in and who executed the foregoing instrument as Vice President of the above named Arvida, a Delaware Corporation, and acknowledged to and before me that he executed such instrument as such Vice President of said corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that it was affixed to said instrument by due and regular corporate authority, and that said instrument is the free and act and deed of said corporation.

WITNESS my hand and official seal, this 20 day of October, 1978.

(Seal)

/s/ Jeri Poller

Notary Public

State of Florida at Large

My Commission Expires: Oct. 27, 1981

**DECLARATION OF MAINTENANCE COVENANTS
FOR
VIA VERDE**

THIS DECLARATION, Made this 18th day of April, A.D., 1975, by ARVIDA CORPORATION, a Delaware corporation, hereinafter called "Developer", which declares that the real property described in Exhibit A, which is owned by Developer, hereinafter called "Via Verde", is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens (sometimes referred to as "Covenants and Restrictions") hereinafter set forth.

**ARTICLE I
DEFINITIONS**

The following words, when used in this Declaration (unless the context shall prohibit), shall have the following meanings:

(a) "Association" shall mean and refer to Via Verde Homeowners Association, Inc., a Florida corporation not for profit, the Charter and By-Laws of which are attached hereto and made a part hereof as Exhibits B and C. This is the Declaration of Maintenance Covenants for Via Verde to which the Articles of Incorporation and By-Laws of the Association make reference.

(b) "Developer" shall mean and refer to Arvida Corporation, its successors or assigns.

(c) "Via Verde" shall mean and refer to the real property described in Exhibit A attached hereto.

(d) "Lot" shall mean and refer to any platted subdivision or other lot or parcel of land and any condominium dwelling unit in any condominium in the property described in Exhibit A attached hereto.

(e) "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of any Lot which is a part of Via Verde, including contract sellers (but not contract purchasers) and Developer.

(f) "Common Area" shall mean and refer to all real property and real property interests owned by the Association for the common use and enjoyment of the members, including the dominant interest in decorative and/or landscaping easements.

**ARTICLE II
PROPERTY SUBJECT TO THIS DECLARATION**

Section 1. Legal Description. The real property which is and shall be held, transferred, sold, conveyed and occupied subject to this Declaration is located in Palm Beach County, Florida, is legally described on Exhibit A.

Section 2. Additions or Withdrawals of Property. Additional lands may become subject to this Declaration, or lands described in Section 1 of this Article II, may be withdrawn from and relieved of the covenants, restrictions, easements, charges and liens of this Declaration, in the following manner:

(a) **Additions of Property.** Developer, its successors or assigns, shall have the right, at any time and from time to time, to bring within the scheme of this Declaration additional properties, provided that (i) any such additional property shall be adjacent to property already subject to this Declaration, (ii) the addition of such property shall not materially increase the annual assessments or charges against lots, and the owners thereof, of property already subject to this Declaration, and (iii) such additional properties, and the owner or owners thereof, shall be and become, upon addition to the lands subject to this Declaration, subject to assessment for their just share of Association expenses.

(b) **Withdrawal of Property.** Developer, its successors or assigns, shall have the right, at any time and from time to time, to withdraw from the scheme of this Declaration any property or properties described in Section 1 of this Article II, or any properties hereafter added to the scheme of this Declaration pursuant to Section 2(a) of this Article II, provided that (i) no properties shall be withdrawn if the effect of such withdrawal would be to completely sever the lands remaining subject to this Declaration, it being the scheme of this Declaration that no parcel of land subject to this Declaration shall ever be non-contiguous to at least one other parcel of land subject to this Declaration (parcels of land separated only by a public or private road, street or right-of-way being considered as contiguous), (ii) the withdrawal of such property shall not materially increase the annual assessments or charges against lots, and the owners thereof, then remaining subject to this Declaration, and (iii) Developer shall be the owner of any parcel or parcels withdrawn.

(c) **Supplementary Declaration.** The addition of property to, or the withdrawal of property from, this Declaration shall be made and evidenced by filing in the Public Records of Palm Beach County, Florida, a supplementary Declaration of Maintenance Covenants with respect to the property to be added or withdrawn. Developer reserves the right to so amend and supplement this Declaration without the consent or joinder of the Association or the other owners and/or mortgagees of land in Via Verde.

ARTICLE III PROPERTY RIGHTS

Section 1. Title to Common Area. Developer will convey to the Association, at such time as Developer in its sole discretion deems appropriate, the title to any private roads not dedicated to public use, lake bottoms and other areas which are for the use and benefit of all owners of property in Via Verde, subject to any mortgages for improvements to such common area parcel or parcels, to taxes for the year of conveyance, to restrictions, conditions, limitations, easements of record and for drainage and public utilities, and to perpetual non-exclusive easements for ingress to and egress from Developer's property in Via Verde for Developer, its invitees, licensees, successors and assigns. Provided that, any such roads, lake bottoms and other areas which are for the use and benefit of only the owners in and of a particular area may, at the discretion of Developer, be conveyed to a property owner's association for such area. Developer shall also assign to the Association, or to a property owner's association for a particular area, at such time as Developer in its sole discretion deems appropriate, the dominant interest in any landscaping and/or decorative easement benefitting all owners of property, or the owners of a particular area, in and of Via Verde.

Section 2. Owners' Easements of Enjoyment. Every Owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot, subject to the following:

(a) The right of either the Developer or of the Association (in accordance with its Articles and By-Laws), whichever holds title to the Common Area at the time, to borrow money for the purpose of improving the Common Area and in aid thereof to mortgage said properties;

(b) The right of the Association to take such steps as are reasonably necessary to protect the above-described properties against foreclosure;

(c) The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority or utility;

(d) All provisions of this Declaration, any plat of all or any part of the property in Via Verde, and the Articles and By-Laws of the Association;

(e) Rules and regulations governing use and enjoyment of the Common Area adopted by the Association, including reasonable admission charges if deemed appropriate for each Common Area parcel; and

(f) Restrictions contained on any and all plats of all or any part of the Common Area or filed separately but in conjunction with such platting.

ARTICLE IV MAINTENANCE ASSOCIATION

The Developer has caused to be incorporated pursuant to Chapter 517, Florida Statutes, a corporation not for profit known as VIA VERDE HOMEOWNERS ASSOCIATION, INC., in accordance with the Articles of Incorporation of which a copy is annexed hereto as Exhibit B and made a part hereof by reference. The Articles of Incorporation of said Association, and its By-Laws, of which a copy is annexed hereto as Exhibit C and made a part hereof by reference, authorize, in its discretion, its dissolution in the event of annexation of the land comprising Via Verde by a municipality, and provide for the exercise of architectural control of improvements constructed in Via Verde.

ARTICLE V PERIMETER AND ROADWAY LANDSCAPING

Section 1. Maintenance Duty of the Association. The duties and functions of the Association shall include, but not be limited to, the maintenance, repair and replacement of landscaping, including, without limitation, grass, sod, bushes, shrubs, trees and other plants and vegetation, and related equipment and apparatus, if any, and decorative landscape treatments, including, without limitation, landscape mounds, walls, fences, gates, guardhouses or similar shelters, and related or similar structures and facilities, located on the perimeter of Via Verde and/or bordering upon, or upon medians or dividers of, the principal arterial roadways surrounding, in and of Via Verde. All costs and expenses of the Association related to or arising out of the maintenance, repair and replacement of the aforesaid perimeter and roadway landscaping shall be kept and recorded in separate books and records of account of the Association maintained for that purpose.

Section 2. Perimeter and Roadway Landscape Assessment. The Developer, for each Lot owned by it within Via Verde, hereby covenants, and each Owner of any Lot (by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance) including any purchaser at a judicial sale, shall hereafter be deemed to covenant and agree to pay to the Association, for maintenance, repair or replacement by the Association of and to the perimeter and roadway landscaping: (1) any annual assessments or charges, and (2) any special assessments for capital improvements or major maintenance, repair or replacement (all of the foregoing being sometimes referred to herein as the "Perimeter and Roadway Landscape Assessment"). All such assessments, together with interest thereon from due date at the rate of ten percent (10%) per annum and costs of collection thereof including

Section 1. Creation of the Lien and Personal Obligation of the Assessments. The Developer, for each Lot owned by it within Via Verde, excluding lots in the subdivision known as "Estanca" (described in Exhibit A to this Declaration), hereby covenants, and each Owner of any Lot, excluding Lots in Estancia, (by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance) including any purchaser at a judicial sale, shall hereafter be deemed to covenant and agree to pay to the Association: (1) any annual assessments or charges, (2) any special assessments for capital improvements or major repair, and (3) exterior maintenance assessments (as set forth hereafter), excluding, however, the Perimeter and Roadway Landscape Assessment; such assessments to be fixed, established and collected from time to time as hereinafter provided. All such assessments, together with interest thereon from due date at the rate of ten percent (10%) per annum and costs of collection thereof including attorneys' fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made and shall be the personal obligation of the Owner. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment.

Section 6. Estancia. It is the intent of this Declaration that, except for the Perimeter and Roadway Landscape Assessment, land in Estancia (described in Exhibit "A" attached hereto), and the Owners thereof, shall be exempt from any assessment by the Association.

Section 5. Collection, Enforcement and Applicability of Assessment and Lien. The amount of annual Perimeter and Roadway Landscape Assessment against each Lot, the date of commencement of the Perimeter and Roadway Landscape Assessment and the due date thereof, the duties of the Board of Directors with respect thereto, the effect of non-payment of the Perimeter and Roadway Landscape Assessment, the lien and remedy of the Association, the subordination of the lien of the Perimeter and Roadway Landscape Assessment to mortgages, and the exemption of property from the Perimeter and Roadway Landscape Assessment shall all be as set forth in Article VI of this Declaration for the other maintenance assessments by and of the Association.

Section 4. Maximum Annual Perimeter and Roadway Landscape Assessment. Notwithstanding that all costs and expenses of the Association related to or arising out of the Perimeter and Roadway Landscape Assessment shall be kept and recorded in separate books and records of the Association maintained for that purpose, the total annual Perimeter and Roadway Landscape Assessment shall be considered as part of the other annual assessments of the Association for the purpose of computing the total annual assessment against property in Via Verde as set forth in Section 3, Article VI of this Declaration.

Section 3. Purpose of Perimeter and Roadway Landscape Assessment. The Perimeter and Roadway Landscape Assessment shall be used exclusively for the purpose of maintaining, repairing and replacing the land, landscaping and improvements described in Section 1 of this Article V, and fulfilling all and any obligations of the Association with respect thereto.

attorneys' fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made and shall be the personal obligation of the Owner. No Owner may waive or otherwise escape liability for the Perimeter and Roadway Landscape Assessment in any manner whatsoever.

Common Area, including, but not limited to, the cost of street lighting, taxes, insurance, labor, equipment, materials, management, maintenance and supervision thereof, as well as for such other purposes as are permissible activities of the Association and undertaken by it, but excluding the Perimeter and Roadway Landscaping, for the maintenance of which provision is made in Article V of this Declaration.

Section 3. Maximum Annual Assessments. Except as herein provided, the total annual assessment against all property in Via Verde, including funds for special improvement projects, capital improvements and the Perimeter and Roadway Landscape Assessment, shall in no event exceed five (5) mills of the assessed value of Via Verde as determined on a yearly basis by the tax assessor of Palm Beach County, Florida. The Board of Directors of the Association shall fix the assessments, and due date(s) thereof, in accordance with the projected financial needs of the Association. This maximum does not apply to the assessment for exterior maintenance provided for hereinafter. The Board of Directors may, in its complete and sole discretion, exempt all the Lots in a platted subdivision or all the dwellings in a condominium for such portion or portions of the assessment as are applicable to roads or other parcels of Common Area not benefitting such Lots or dwellings. By the vote of 2/3 of the members of the Board of Directors of the Association, the maximum amount of the assessments may be varied from the amount hereinabove set forth.

Section 4. Date of Commencement of Annual Assessments: Due Dates. The annual assessments provided for herein shall commence on the date (which shall be the first day of a month) fixed by the Board of Directors of the Association to be the date of commencement.

The annual assessments shall be payable in advance, in periodic installments if so determined by said Board.

The due date of any special assessment or exterior maintenance assessment hereof shall be fixed in the resolution authorizing such assessment.

Section 5. Duties of the Board of Directors. The Board of Directors of the Association shall fix the date of commencement and the amount of the assessment against each Lot for each assessment period at least thirty (30) days in advance of such date or period and shall, at that time, prepare a roster of the properties and assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any Owner. Written notice of the assessment shall be sent to every Owner subject thereto not later than seven (7) days after fixing of the date of commencement thereof.

Notwithstanding any other provision herein contained, the Board of Directors may cooperate with any property owner's association in any area of Via Verde and/or with any condominium association which administers the affairs of a condominium located in Via Verde, in the collection of assessments. The assessments provided for herein may be collected for and remitted to the Association by any such other association(s) as the Board of Directors may in its discretion deem expedient and appropriate.

The Association shall upon demand at any time furnish to any Owner liable for said assessment a certificate in writing signed by an officer of the Association, setting forth whether said assessment has been paid. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

Section 6. Effect of Non-Payment of Assessment: The Lien; Remedies of Association. If the assessments are not paid on the date when due, such assessment shall then become delinquent and shall, together with such interest thereon and cost of collection thereof, become a continuing lien on the property which shall bind such property in the hands of the then Owner, his heirs, devisees, personal representatives and assigns, and shall also be the continuing personal obligation of the Owner against whom the assessment is levied.

If the assessment is not paid within thirty (30) days after the delinquency date, the assessment shall bear interest from the date of delinquency at the rate of ten percent (10%) per annum, and the Association may bring an action to foreclose the lien against the property, in like manner as a foreclosure of a mortgage on real property, and/or a suit on the personal obligation against the Owner and there shall be added to the amount of such assessment the costs of preparing and filing the complaint in such action, and in the event a judgment is obtained, such judgment shall include interest on the assessment as above provided and a reasonable attorney's fee to be fixed by the court together with the costs of the action.

Section 7. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any bona fide mortgage or mortgages (except from buyer to seller of a Lot) now or hereafter placed upon the Lot subject to assessment; provided, however, that such subordination shall apply only to the assessments which have become due and payable prior to a sale or transfer of such Lot pursuant to a decree of foreclosure, or any other proceeding in lieu of foreclosure. No sale or transfer shall relieve any Lot from liability for any assessments thereafter becoming due, nor from the lien of any such subsequent assessment. The written opinion of either the Developer or the Association that the lien is subordinate to a mortgage shall be dispositive of any question of subordination.

Section 8. Exempt Property. The following property subject to this Declaration shall be exempted from the assessments, charge and lien created herein: (a) all land in Via Verde to the extent of any easement or other interest therein dedicated and accepted by the local public authority and devoted to public use; (b) all Common Area as defined in Article I hereof, owned in fee simple by the Association; (c) all properties exempted from ad valorem taxation by the laws of the State of Florida, to the extent agreed to by the Association. Provided that, notwithstanding any provision herein, or in the Articles or By-Laws of the Association, no Owner of property exempt from assessment by the Association shall have the right to vote on, or otherwise participate in, the affairs of the Association. Notwithstanding any provisions herein, no land or improvements devoted to dwelling use shall be exempt from said assessments, charges or liens.

ARTICLE VII EXTERIOR MAINTENANCE

Section 1. Exterior Maintenance. In addition to maintenance upon the Common Area, the Association may provide exterior maintenance upon any structure on any Lot needing same in the Association's opinion, including paint, repair, replace and care for roofs, gutters, downspouts, exterior building surfaces, trees, shrubs, grass, walks, and other exterior improvements; provided, however, that to the extent such maintenance is or could be provided and performed by a property owner's association for the area in which any such Lot is located, such maintenance shall not be duplicated, provided or performed by the Association.

Section 2. Assessment of Cost. The cost of such exterior maintenance shall be assessed against the Lot upon which such maintenance is performed but shall not be considered part of the annual maintenance assessment or charge. Any such special assessment or charge shall be a lien against the Lot and obligation of the Owner and shall become due and payable in all respects, together with interest and fees for costs of collection, as provided for the other assessments of the Association.

Section 3. Access at Reasonable Hours. For the purpose of performing the exterior maintenance authorized by this Article, the Association, through its duly authorized agents or employees, shall have the right, after reasonable notice to the Owner, to enter upon any Lot or exterior of any living unit at reasonable hours on any day except Saturday or Sunday.

ARTICLE VIII

ARCHITECTURAL CONTROL

No structure or improvement, including without limitation, buildings, fences, walls, swimming pools, boathouses, docks, aerals, antennae, bulkheads, sewers, drains, disposal systems or other structures shall be commenced, erected, placed or maintained upon any Lot nor shall any addition to or change or alteration therein be made until the plans, specifications, and location of the same shall have been submitted to and approved in writing, as to harmony of external design, location in relation to surrounding structures and topography, by the Board of Directors of the Association, or by the architectural control committee thereof. Provided that, if the Lot to be improved or upon which the structure is to be placed, erected or maintained is then subject to architectural control, pursuant to recorded covenants and/or restrictions, by a property owner's association for the area in which the Lot is located, the procedures for architectural control and approval by that property owner's association shall take precedence, and no approval by or for the Association shall be necessary or required.

ARTICLE IX

GENERAL PROVISIONS

Section 1. Duration. The covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association, or the Owner of any land subject to this Declaration, their respective legal representatives, heirs, successors, and assigns.

Section 2. Notices. Any notice required to be sent to any member or Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the person who appears as member or Owner on the records of the Association at the time of such mailing.

Section 3. Enforcement. Enforcement of these covenants and restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction, either to restrain violation or to recover damages, and against the land to enforce any lien created by these covenants; and failure by the Association or any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 4. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provision, which shall remain in full force and effect.

Section 5. Subdivision Use Restrictions. Subdivision use restrictions may be filed in connection with any plat of all or any part of Via Verde provided same do not conflict with the provisions hereof.

Section 6. Effective Date. This Declaration shall become effective upon recordation of this Declaration in the Public Records of Palm Beach County, Florida.

IN WITNESS WHEREOF, Developer has caused this instrument to be executed in its name by its undersigned, duly authorized officers, and its corporate seal to be hereunto affixed, the day and year first above written.

ARVIDA CORPORATION

By: s/ Richard W. Miller
Vice President

ATTEST:

s/ Joan C. Styers
Assistant Secretary

(Corporate
Seal)

STATE OF FLORIDA)
 SS.
COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me this 18th day of April, 1975, by Richard W. Miller and Joan C. Styers, Vice President and Assistant Secretary, respectively, of ARVIDA CORPORATION, a Delaware corporation, on behalf of the corporation.

s/ Grace M. Wells
Notary Public
State of Florida at Large
My Commission Expires: Oct. 31, 1977

(Notarial
Seal)

EXHIBIT A
TO
DECLARATION OF COVENANTS AND RESTRICTIONS FOR VIA VERDE

A parcel of land lying and being in Sections 16, 22 and 23, Township 47 S, Range 42 E., more particularly described as follows:

The Southeast $\frac{1}{4}$ of Section 16, Township 47 S, Range 42 E, lying 102.0 feet Southerly from the centerline of State Road 808 (Boca Raton West Road) as recorded in Road Book 4, Pages 5 through 14, also: the Southeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of said Section 16, lying 102.0 feet Southerly from the centerline of said State Road 808; and all of the North $\frac{1}{2}$ of Section 22, Township 47 S, Range 42 E: LESS THAT PART described as follows: Beginning at a point on the South line of said North $\frac{1}{2}$ of Section 22, a distance of 159.03 feet East of the West $\frac{1}{4}$ corner thereof; thence North $0^{\circ} 10' 25''$ East parallel with the West line of said Section, a distance of 735 feet; thence North $89^{\circ} 30' 47''$ East parallel with the South line of said North $\frac{1}{2}$ of said Section 22, a distance of 720 feet; thence South $0^{\circ} 10' 25''$ West parallel with the West line of said Section 22, a distance of 735 feet to the South line of the North $\frac{1}{2}$ of said Section 22; thence South $89^{\circ} 30' 47''$ West along said South line of the North $\frac{1}{2}$ of said Section 22, a distance of 720 feet, more or less, to the Point of Beginning; ALSO LESS THAT PART taken for Jog Road and Powerline Road; and the Southwest $\frac{1}{4}$ and the South $\frac{1}{2}$ of the Northwest $\frac{1}{4}$ of Section 23, Township 47 S, Range 42 E; less the North 80 feet, the East 67.5 feet and the South 100 feet of said Southwest $\frac{1}{4}$, AND LESS the East 63.36 feet and the South 40 feet of said South $\frac{1}{2}$ of the Northwest $\frac{1}{4}$.

AND

All of Estancia, according to the Plat thereof as recorded in Plat Book 30, at Pages 169 and 170, of the Public Records of Palm Beach County, Florida (sometimes referred to in the foregoing Declaration as "Estancia");

AND

A parcel of land in Section 15, Township 47 S, Range 42 E. Palm Beach County, Florida described as follows:

Beginning at the Southeast corner of Section 15, Township 47 S, Range 42 E: thence North $0^{\circ} 00' 27''$ East along the East line of said Section 15, a distance of 671.48 feet, more or less, to the North line of the South $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of said Section 15; thence South $89^{\circ} 42' 09''$ West along said North line, a distance of 200.0 feet; thence North $0^{\circ} 00' 27''$ East parallel with the East line of said Section 15, a distance of 646.79 feet, more or less, to the point of intersection with the South right-of-way line of Boca Raton West Road (State Road 808), said point of intersection being 40 feet South of, as measured at right angles to the centerline of said road as recorded in Road Plat Book 4, Pages 5 through 14; thence North $89^{\circ} 02' 15''$ West along said South right-of-way line, 40 feet South of and parallel to the centerline of said Boca Raton West Road (State Road 808), a distance of 1558.57 feet to an angle point; thence South $89^{\circ} 10' 15''$ West continuing along said South right-of-way line, a distance of 882.40 feet to the point of intersection with the Easterly right-of-way of proposed Jog Road, said point of intersection being on a curve concave to the West, having a radius of 2308.65 feet and a central angle of $35^{\circ} 45' 16''$; thence Southwesterly along the arc of said curve, a distance of 1440.67 feet to the point of intersection with the South line of said Section 15; thence North $89^{\circ} 44' 44''$ East, along the South line of said Section 15, a distance of 3089.67 feet, more or less, to the Point of Beginning.

EXHIBIT B
ARTICLES OF INCORPORATION
OF
VIA VERDE HOMEOWNERS ASSOCIATION, INC.
(A corporation not for profit)

ARTICLE I
NAME

The name of this corporation shall be VIA VERDE HOMEOWNERS ASSOCIATION, INC. (the "Association").

ARTICLE II
PURPOSES

The general nature, objects and purposes of the Association are:

(a) To promote the health, safety and social welfare of the owners of property within that area described in Article IV hereof, which area will be hereinafter referred to as "Via Verde".

(b) To maintain and/or repair landscaping in the general and/or common areas, parks, sidewalks and/or access paths, streets, and other common areas, structures, and other improvements in Via Verde for which the obligation to maintain and repair has been delegated and accepted.

(c) To control the specifications, architecture, design, appearance, elevation and location of (and landscaping around) all buildings of any type, including walls, fences, swimming pools, docks, bulkheading, antennae, sewers, drains, disposal systems, or other structures constructed, placed or permitted to remain in Via Verde, as well as the alteration, improvement, addition or change thereto.

(d) To control and maintain the waterways, lakes and ponds in Via Verde.

(e) To provide or provide for private security, fire protection, and such other services the responsibility for which has been accepted by the Association, and the capital improvements and equipment related thereto, in Via Verde.

(f) To provide, purchase, acquire, replace, improve, maintain and/or repair such buildings, structures, landscaping, paving and equipment, both real and personal, related to the health, safety, and social welfare of the members of the Association, as the Board of Directors in its discretion determines necessary, appropriate, and/or convenient.

(g) To operate without profit for the sole and exclusive benefit of its members.

ARTICLE III
GENERAL POWERS

The general powers that the Association shall have are as follows:

(a) To hold funds solely and exclusively for the benefit of the members for purposes set forth in these Articles of Incorporation.

(b) To promulgate and enforce rules, regulations, by-laws, covenants, restrictions and agreements to effectuate the purposes for which the Association is organized.

(c) To delegate power or powers where such is deemed in the interest of the Association.

(d) To purchase, lease, hold, sell, mortgage or otherwise acquire or dispose of, real or personal property; to enter into, make, perform or carry out contracts of every kind with any person, firm, corporation or association; to do any and all acts necessary or expedient for carrying on any and all of the activities and pursuing any and all of the objects and purposes set forth in the Articles of Incorporation and not forbidden by the laws of the State of Florida.

(e) To fix assessments to be levied against property to defray expenses and costs of effectuating the objects and purposes of the Association and to create reasonable reserves for such expenditures, and to authorize its Board of Directors to enter into agreements with property owners' associations, including condominium associations, for the collection of such assessments.

(f) To charge recipients for services rendered by the Association and the user for use of Association property where such is deemed appropriate by the Board of Directors of the Association.

(g) To pay taxes and other charges, if any, on or against property owned or accepted by the Association.

(h) To borrow money and, from time to time, to make, accept, endorse, execute and issue debentures, promissory notes or other obligations of the Association for monies borrowed or in payment for property acquired or for any of the other purposes of the Association and to secure the payment of such obligation by mortgage, pledge, or other instrument of trust, or by lien upon, assignment of or agreement in regard to all or any part of the property rights or privileges of the Association wherever situated.

(i) In general, to have all powers conferred upon a corporation by the laws of the State of Florida, except as prohibited herein.

ARTICLE IV

MEMBERS

(a) The Members shall consist of the property owners in Via Verde, the property comprising Via Verde being described in section (b) of this Article, and all such property owners shall be members of the Association. There shall be three classes of members, as follows:

(1) **Class A Members.** Class A members shall be all owners of residential Lots in Via Verde, except the Class C member. Owners of residential Lots shall automatically become Class A members upon purchasing said Lots.

(2) **Class B Members.** Class B members shall be all property owners other than the Class C member and owners of residential Lots in Via Verde. Owners of the property shall automatically become Class B members upon purchase of such property.

(3) **Class C Member.** The Class C member shall be Arvida Corporation, a Delaware corporation, or its designee, successor or assignee, as Developer of Via Verde.

(b) Via Verde consists of land in Sections 15, 16, 22 and 23, Township 47 South, Range 42 East, Palm Beach County, Florida, more particularly described in that certain Declaration of Covenants and Restrictions for Via Verde to be recorded in the Public Records of Palm Beach County, Florida.

ARTICLE V
VOTING AND ASSESSMENTS

(a) Subject to the restrictions and limitations hereinafter set forth, each Member shall have one vote for each \$10,000.00 of assessed value, or fraction thereof, (as assessed annually by the Tax Assessor of Palm Beach County, Florida) of property owned by such member in Via Verde.

(b) Class A members who are owners of condominium units in Via Verde shall be represented solely and exclusively by the condominium association, through a representative thereof, to which they belong. Each condominium association in Via Verde shall represent its members with respect to Association matters and shall have that number of votes to cast corresponding to the total number of votes held by its members according to the formula set forth above. All notices and other official communications from the Association to a condominium association shall be to that representative. Only that representative shall have the right to attend and participate in the meetings of the Association. Class A members other than owners of condominium units may represent themselves, and the total assessed value of all property (other than residential condominium units) in Via Verde owned by any particular Class A member shall determine the number of votes to which such Class A member is entitled.

(c) Class B members may represent themselves. The total assessed value of all property (other than residential condominium units or residential Lots) in Via Verde owned by any particular Class B member shall determine the number of votes to which such Class B member is entitled.

(d) The Class C member shall have the right to appoint a majority of the Board of Directors until such time as it owns less than ten (10) acres, improved or unimproved, in Via Verde; and thereafter, so long as the Class C member owns any property, developed or undeveloped, in Via Verde, it shall have the right to appoint one (1) Director. The assessed value of any condominium units owned by the Class C member shall not be included in the number and assessed value of condominium units owned by Class A members represented by a particular condominium association.

(e) The Association will obtain funds with which to operate by assessment of its Members in accordance with provisions of the Declaration of Maintenance Covenants for Via Verde, as supplemented by the provisions of the By-Laws of the Association relating thereto.

ARTICLE VI
BOARD OF DIRECTORS

(a) The affairs of the Association shall be managed by a Board of Directors consisting of five (5) Directors. The Directors may, but need not be, members of the Association and need not be residents of the State of Florida. There shall be three (3) Directors appointed by the Class C member and a total of two (2) Directors elected by the Class A and Class B members as a class so long as the Class C member has the right to appoint a majority of the Board of Directors; thereafter, the Class C member shall appoint one (1) Director and the remaining directors shall be elected as provided hereinafter. Elections shall be by plurality vote. At the first annual election to the Board of Directors the term of office of the elected Director receiving the highest plurality of votes shall be established at two (2) years, and the term of office of the other elected Director shall be established at one (1) year. In addition, the Class C member shall appoint two (2) Directors to serve for terms of two (2) years and one (1) Director to serve for a term of one (1) year. Thereafter, as many Directors shall be elected and appointed, as the case may be, as there are regular terms of office of Directors expiring at such time, and the term of the Directors so elected or appointed at each annual election shall be for two (2) years expiring at the second annual election following their election, and thereafter until their successors are duly elected and qualified, or until removed from office with or without cause by the affirmative vote of a majority of the members

which elected or appointed them. In no event can a Board member appointed by the Class C member be removed except by action of the Class C member; nor can a Board member elected by Class A and Class B members be removed except by action of Class A and/or B members, acting as a class while the Class C member still has a right to appoint a majority of the Board and acting separately thereafter.

(b) At such time as the Class C member shall no longer have the right to appoint a majority of the Board of Directors, Class A and Class B members shall elect Board members separately for the Directors to which their respective voting rights entitle them. The percentage of Board members representing each class shall in such case be based on a fraction the numerator of which is the total amount of assessed value of property owned by the members of such class in Via Verde, and the denominator of which is the total amount of assessed value of property owned by Class A and Class B members in Via Verde. Fractions shall be rounded to the nearest whole number. At such time as Class A and Class B members elect Directors in separate elections, there shall be a separate Nominating Committee for each class.

(c) The names and residence addresses of the members of the first Board of Directors who shall hold office until the annual meeting of the members to be held in the year 1976 and until their successors are elected or appointed and have qualified, are as follows:

Alan T. Brown
209 N.E. 23rd Avenue
Fort Lauderdale, Florida 33301

Bill Shubin
2402 Bridgewood Drive, Apt. 2402
Boca Raton, Florida 33432

Richard L. Larsen
1025 N.W. 5th Avenue
Boca Raton, Florida 33432

Joan C. Styers
2628 N.E. 26th Terrace
Lighthouse Point, Florida 33064

Douglas G. Gordon
140 N.E. 30th Court
Fort Lauderdale, Florida 33334

ARTICLE VII OFFICERS

(a) The officers of the Association shall be a President, a Vice President, a Secretary and a Treasurer, and such other officers as the Board may from time to time by resolution create. Any two or more offices may be held by the same person except the offices of President and Secretary. Officers shall be elected for one (1) year terms in accordance with the procedure set forth in the By-Laws.

(b) The names of the officers who are to manage the affairs of the Association until the annual meeting of the Board of Directors to be held in the year 1976 and until their successors are duly elected and qualified are:

President
Vice President
Secretary
Treasurer

Alan T. Brown
Bill Shubin
Joan C. Styers
Douglas G. Gordon

**ARTICLE VIII
CORPORATE EXISTENCE**

The Association shall have perpetual existence.

**ARTICLE IX
BY-LAWS**

The Board of Directors shall adopt By-Laws consistent with these Articles.

**ARTICLE X
AMENDMENT TO ARTICLES OF INCORPORATION**

These Articles may be altered, amended or repealed by resolution of the Board of Directors. No amendment affecting Arvida Corporation, a Delaware corporation, or its successors or assigns as Developer of Via Verde (as the same is defined in the Declaration of Maintenance Covenants for Via Verde) shall be effective without the prior written consent of said Arvida Corporation, or its successor or assign, as Developer.

**ARTICLE XI
SUBSCRIBERS**

The names and residence addresses of the subscribers are as follows:

Alan T. Brown
209 N.E. 23rd Avenue
Fort Lauderdale, Florida 33301

Richard L. Larsen
1025 N.W. 5th Avenue
Boca Raton, Florida 33432

Douglas G. Gordon
140 N.E. 30th Court
Fort Lauderdale, Florida 33334

**ARTICLE XII
INDEMNIFICATION OF OFFICERS AND DIRECTORS**

(a) The Association hereby indemnifies any Director or officer made a party or threatened to be made a party to any threatened, pending or completed action, suit or proceeding:

(1) Whether civil, criminal, administrative, or investigative, other than one by or in the right of the Association to procure a judgment in its favor, brought to impose a liability or penalty on such person for an act alleged to have been committed by such person in his capacity of Director or officer of the Association, or in his capacity as Director, officer, employee or agent of any other corporation, partnership, joint venture, trust or other enterprise which he served at the request of the Association, against judgments, fines, amounts paid in settlement and reasonable expenses, including attorneys' fees,

actually and necessarily incurred as a result of such action, suit or proceeding or any appeal therein, if such person acted in good faith in the reasonable belief that such action was in the best interests of the Association, and in criminal actions or proceedings, without reasonable ground for belief that such action was unlawful. The termination of any such action, suit or proceeding by judgment, order, settlement, conviction or upon a plea of nolo contendere or its equivalent shall not in itself create a presumption that any such Director or officer did not act in good faith in the reasonable belief that such action was in the best interests of the Association or that he had reasonable grounds for belief that such action was unlawful.

(2) By or in the right of the Association to procure a judgment in its favor by reason of his being or having been a Director or officer of the Association, or by reason of his being or having been a Director, officer, employee or agent of any other corporation, partnership, joint venture, trust or other enterprise which he served at the request of the Association, against the reasonable expenses, including attorneys' fees, actually and necessarily incurred by him in connection with the defense or settlement of such action, or in connection with an appeal therein, if such person acted in good faith in the reasonable belief that such action was in the best interests of the Association. Such person shall not be entitled to indemnification in relation to matters as to which such person has been adjudged to have been guilty of negligence or misconduct in the performance of his duty to the Association unless and only to the extent that the court, administrative agency, or investigative body before which such action, suit or proceeding is held shall determine upon application that, despite the adjudication of liability but in view of all circumstances of the case, such person is fairly and reasonably entitled to indemnification for such expenses which such tribunal shall deem proper.

(b) The Board of Directors shall determine whether amounts for which a Director or officer seeks indemnification were properly incurred and whether such director or officer acted in good faith and in a manner he reasonably believed to be in the best interests of the Association, and whether, with respect to any criminal action or proceeding, he had no reasonable ground for belief that such action was unlawful. Such determination shall be made by the Board of Directors by a majority vote of a quorum consisting of Directors who were not parties to such action, suit or proceeding.

(c) The foregoing rights of indemnification shall not be deemed to limit in any way the powers of the Association to indemnify under applicable law.

ARTICLE XIII

TRANSACTION IN WHICH DIRECTORS OR OFFICERS ARE INTERESTED

(a) No contract or transaction between the Association and one or more of its Directors or officers, or between the Association and any other corporation, partnership, association, or other organization in which one or more of its Directors or officers are Directors or officers, or have a financial interest, shall be invalid, void or voidable solely for this reason, or solely because the Director or officer is present at or participates in the meeting of the Board or committee thereof which authorized the contract or transaction, or solely because his or their votes are counted for such purpose. No Director or officer of the Association shall incur liability by reason of the fact that he is or may be interested in any such contract or transaction.

(b) Interested Directors may be counted in determining the presence of a quorum at a meeting of the Board of Directors or of a committee which authorized the contract or transaction.

ARTICLE XIV
DISSOLUTION OF THE ASSOCIATION

(a) Upon dissolution of the Association, all of its assets remaining after provision for creditors and payment of all cost and expenses of such dissolution shall be distributed in the following manner:

(1) Real property contributed to the Association without the receipt of other than nominal consideration by the Class C member (or its predecessor in interest) shall be returned to the Class C member (whether or not a Class C member at the time of such dissolution), unless it refuses to accept the conveyance (in whole or in part).

(2) Dedication to any applicable municipal or other governmental authority of any property determined by the Board of Directors of the Association to be appropriate for such dedication and which the authority is willing to accept.

(3) Remaining assets shall be distributed among the members, subject to the limitation set forth below, each member's share of the assets to be determined by multiplying such remaining assets by a fraction the numerator of which is all amounts assessed by the Association since its organization against the property which is owned by the member at that time, and the denominator of which is the total amount (excluding penalties and interest) assessed by the Association against all properties which at the time of dissolution are part of Via Verde. The year of dissolution shall count as a whole year for purposes of the preceding fractions.

(b) The Association may be dissolved upon a resolution to that effect being approved by two-thirds (2/3) of the members of the Board of Directors, and, if such decree be necessary at the time of dissolution, after receipt of an appropriate decree as set forth in Fla. Stat. Ann. §617.05 or statute of similar import. In the event of incorporation by annexation or otherwise of all or part of Via Verde by a political subdivision of the State of Florida, the Association may be dissolved in the manner set forth above.

ARTICLE XV
DEFINITIONS

All terms used herein which are defined in the Declaration of Maintenance Covenants for Via Verde shall be used herein with the same meanings as defined in said Declaration.

IN WITNESS WHEREOF, the said subscribers have hereunto set their hands and seals this 10 day of April, 1975.

s/ R. L. Larsen (SEAL)

s/ Douglas G. Gordon (SEAL)

s/ Alan T. Brown (SEAL)

STATE OF FLORIDA)
 SS.
COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me this 10 day of April, 1975 by R. L. Larsen, Douglas G. Gordon and Alan T. Brown.

s/ Margaret A. Donatiu
Notary Public
State of Florida at Large
My Commission Expires: February 13, 1978

(Notarial
Seal)

(affixed)

EXHIBIT C
BY-LAWS
OF
VIA VERDE HOMEOWNERS ASSOCIATION, INC.

ARTICLE I
DEFINITIONS

All terms used herein which are defined in the Declaration of Maintenance Covenants for Via Verde shall be used herein with the same meanings as defined in said Declaration.

ARTICLE II
LOCATION OF PRINCIPAL OFFICE

The principal office of the Association shall be located at 998 South Federal Highway, Boca Raton, Florida 33432, or at such other place as may be established by resolution of the Board of Directors of the Association.

ARTICLE III
VOTING RIGHTS AND ASSESSMENTS

1. The number of votes each member shall have in each year (established in accordance with the provisions of the Articles of Incorporation) shall be determined no later than thirty (30) days after the date upon which the assessment made by the tax assessor of Palm Beach County, Florida officially becomes final for the property in Via Verde; and each member shall have such number of votes until the assessment made for the following year becomes final. This procedure shall determine the number of votes of each member as of such designated date even though an assessment by the tax assessor is contested.

2. Assessments and installments thereon not paid when due shall bear interest from the date when due until paid at the rate set forth in the Declaration of Maintenance Covenants for Via Verde, and shall result in the suspension of voting privileges during the period of such nonpayment. The suspension of voting privileges of a Class A member pursuant to this section shall reduce (by the amount of votes of such member) the number of votes which any condominium association of which such Class A member is a member would otherwise be entitled to cast.

ARTICLE IV
BOARD OF DIRECTORS

1. A majority of the Board of Directors shall constitute a quorum to transact business at any meeting of the Board, and the action of a majority present at a meeting at which a quorum is present shall constitute the action of the Board of Directors.

2. Any vacancy occurring on the Board of Directors because of death, resignation or other termination of services of any Director, shall be filled by the Board of Directors after consulting with the Nominating Committee; except that the Class C member shall in all events have the right to elect or

appoint a majority of the members of the Board of Directors as specified in the Declaration of Maintenance Covenants for Via Verde and in the Articles of the Association, and the Class C member, to the exclusion of other members and/or the Board itself, shall fill any vacancy created by the death, resignation, removal or other termination of services of any Director appointed by the Class C member. A Director appointed to fill a vacancy shall be appointed for the unexpired term of his predecessor in office and until his successor shall have been elected and/or appointed and qualified.

ARTICLE V

ELECTION OF DIRECTORS; NOMINATING AND ELECTION COMMITTEES

1. Nominations for election of Board members shall be made by the Nominating Committee. As used in these By-Laws and the Articles of Incorporation of the Association, the term "Nominating Committee" includes both Nominating Committees provided for herein in the event of separate elections by the Class A and Class B members.

2. The Class C member shall, within fourteen (14) days of the date set in Article III (1) of these By-Laws for determining the number of votes each member shall have in each year, notify the Secretary and the Nominating Committee of the names of the Directors the Class C member is appointing to the Board of Directors. Within thirty (30) days of such date set in Article III (1) the Nominating Committee shall notify the Secretary of the names of the candidates nominated for election to the Board of Directors. The Secretary shall, within seven (7) days of receiving such notification from the Nominating Committee, prepare and mail election ballots to the members.

3. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine. Such nominations may be made from among members or non-members, as the Committee in its discretion shall determine. Nominations and notification of the vacancies being filled by the Class C member shall be placed on a written ballot as provided in Section 4 of this Article and shall be made in advance of the time fixed therein for the mailing of such ballots to members.

4. All elections to the Board of Directors shall be made on written ballots which shall (a) describe the vacancies to be filled and (b) set forth the names of those nominated by the Nominating Committee for such vacancies and the names of those appointed to the Board by the Class C member. Such ballots shall be prepared and mailed by the Secretary to the Class B members and the Class A members, or representatives of Class A members who are condominium unit owners, at least fourteen (14) days in advance of the date set forth therein for a return. Upon receipt of such ballots such members and representatives may, in respect to each vacancy, cast as many votes for the persons nominated by the Nominating Committee as they are entitled to exercise under the provisions of the Articles of Incorporation and these By-Laws.

5. The representative of each condominium association of which a Class A member is a member shall receive his ballot designating the names of the members, number of votes to which such members are entitled, and space for execution of the ballot by the representative on behalf of the condominium association of which said Class A members are members. Each Class B member, and each Class A member other than a condominium unit owner, shall receive a ballot designating the name of the member and number of votes to which such member is entitled, and space for execution of the ballot by the member. Class A members and representatives and Class B members may cast their votes for each vacancy shown on the ballot. Cumulative voting shall not be permitted. The completed ballots shall be returned to the Secretary at the principal office of the Corporation, or at such other address as designated upon each ballot.

6. Upon receipt of each ballot the Secretary shall immediately place it in a safe or other locked place until the day set for the counting of such ballots. On that day the ballots shall be turned over to an Election Committee which shall consist of five (5) members appointed by the Board of Directors. The Election Committee shall then adopt a procedure which shall:

(a) Establish that the number of votes cast by a Class A member or representative or Class B member corresponds to the number of votes allowed to each member; and

(b) Establish that the signature of the member or representative is genuine.

7. The members of the Board of Directors elected or appointed in accordance with the procedures set forth in this Article shall be deemed elected or appointed as of the date of the annual meeting of the Board of Directors, which shall be no later than ninety (90) days after the date set forth above for determining the number of votes each member shall have in each year.

ARTICLE VI

POWERS AND DUTIES OF THE BOARD OF DIRECTORS

1. The Board of Directors shall have power:

(a) To call meetings of the members.

(b) To appoint and remove at pleasure all officers, agents and employees of the Association, prescribe their duties, fix their compensation, and require of them such security or fidelity bond as it may deem expedient. Nothing contained in these By-Laws shall be construed to prohibit the employment of any member, officer or Director of the Association in any capacity whatsoever.

(c) To establish, levy and assess, and collect the assessments necessary to operate the Association and carry on its activities, and to create such reserves for extraordinary expenditures as may be deemed appropriate by the Board of Directors.

(d) To adopt and publish rules and regulations governing the use of the Common Area or any parcels thereof and the personal conduct of the members and their guests thereon, including reasonable admission charges if deemed appropriate.

(e) To authorize and cause the Association to enter into contracts for the day-to-day operation of the Association and the discharge of its responsibilities and obligations.

(f) To exercise for the Association all powers, duties and authority vested in or delegated to this Association, except those reserved to members in the Declaration of Maintenance Covenants for Via Verde or the Articles of Incorporation of the Association.

2. It shall be the duty of the Board of Directors:

(a) To cause to be kept a complete record of all its acts and corporate affairs.

(b) To supervise all officers, agents and employees of this Association, and to see that their duties are properly performed.

(c) With reference to assessments of the Association:

(1) To fix the amount of the assessment against each member for each assessment period at least thirty (30) days in advance of such date or period;

(2) To prepare a roster of the members and assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any member; and,

(3) To send written notice of each assessment to every member subject thereto.

(d) To issue or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether any assessment has been paid. Such certificate shall be prima facie evidence of any assessment therein stated to have been paid.

ARTICLE VII DIRECTORS AND MEETINGS

1. The annual meeting of the Board of Directors shall be held no later than ninety (90) days after the date set above for determining the number of votes each member shall have in each year. Regular meetings of the Board of Directors shall be held at such time and place as provided by appropriate resolution of the Board of Directors.

2. Notice of such meetings are hereby dispensed with. If the day for a regular meeting shall fall upon a holiday, the meeting shall be held at the same hour on the first day following which is not a holiday, and no notice thereof need be given.

3. Special meetings of the Board of Directors shall be held when called by any officer of the Association or by any two (2) Directors after not less than three (3) days' notice to each Director.

4. The transaction of any business at any meeting of the Board of Directors however called and noticed, or wherever held, shall be as valid as though made at a meeting duly held after regular call and notice that a quorum is present and, if either before or after the meeting, each of the Directors not present signs a written waiver of notice, or a consent to the holding of such meeting, or an approval of the minutes thereof. All such waivers, consents or approvals shall be filed with the corporate records and made part of the minutes of the meeting.

5. The majority of the Board of Directors shall constitute a quorum thereof.

ARTICLE VIII OFFICERS

1. The officers shall be a President, a Vice President, a Secretary, and a Treasurer, and such other officers as may be elected in accordance with the Articles of Incorporation. The President shall be a member of the Board of Directors, elected from among the Board at the annual meeting of the Board of Directors.

2. The officers of the Association shall be elected by the Board of Directors at the annual meeting of the Board of Directors. If the election of such officers shall not be held at such meeting, such election shall be held as soon thereafter as convenient. New offices may be created and filled at any meeting of the Board of Directors. Each officer shall hold office until his successor shall have been duly elected and qualified.

3. A vacancy in any office because of death, resignation, or other termination of service, may be filled by the Board of Directors for the unexpired portion of the term.

4. All officers shall hold office at the pleasure of the Board of Directors; except that if an officer is removed by the Board, such removal shall be without prejudice to the contract rights, if any, of the officer so removed.

5. The President shall preside at all meetings of the Board of Directors, shall see that orders and resolutions of the Board of Directors are carried out and sign all notes, checks, leases, mortgages, deeds and all other written instruments.

6. The Vice President, or the Vice President so designated by the Board of Directors if there is more than one Vice President, shall perform all the duties of the President in his absence. The Vice President(s) shall perform such other acts and duties as may be assigned by the Board of Directors.

7. The Secretary shall be ex officio the Secretary of the Board of Directors, shall record the votes and keep the minutes of all proceedings in a book to be kept for the purpose. He shall sign all certificates of membership. He shall keep the records of the Association. He shall record in a book kept for that purpose all the names of the members of the Association together with their addresses as registered by such member.

8. The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors, provided, however, that a resolution of the Board of Directors shall not be necessary for disbursements made in the ordinary course of business conducted within the limits of a budget adopted by the Board. The Treasurer may, but need not, be a required signatory on checks and notes of the Association.

9. The Treasurer, or his appointed agent, shall keep proper books of account and cause an annual audit of the Association books to be made by a certified public accountant at the completion of each fiscal year. He or his appointed agent shall prepare an annual budget and an annual balance sheet statement and the budget and balance sheet statement shall be open for inspection upon reasonable request of a member.

10. The salaries, if any, of the officers and assistant officers of the Association shall be set by the Board of Directors.

ARTICLE IX COMMITTEES

1. The Standing Committees of the Association shall be:

The Nominating Committee(s)
The Maintenance Committee
The Architectural Control Committee

Unless otherwise provided herein, each committee shall consist of a Chairman and two or more members and shall include a member of the Board of Directors. The committees (except the Architectural Control Committee) shall be appointed by the Board of Directors within thirty (30) days after each annual meeting of the Board of Directors, to serve until the succeeding committee members have been appointed. The Board of Directors may appoint such other committees as it deems desirable.

2. The Nominating Committee shall have the duties and functions described in these By-Laws.

3. The Maintenance Committee shall advise the Board of Directors on all matters pertaining to the maintenance, repair or improvement of properties in Via Verde, and shall perform or see to the performance of such other functions as the Board, in its discretion, determines.

4. The Architectural Control Committee shall be appointed by the Class C member and shall have the duties and functions described in the Declaration of Maintenance Covenants for Via Verde. A party aggrieved by a decision of the Architectural Control Committee shall have the right to make a written request to the Board of Directors, within thirty (30) days of such decision, that the Board review such decision. The determination of the Board upon reviewing such decision of the Committee shall in all events be final.

5. The Maintenance Committee and other committees appointed and so empowered by the Board of Directors (but not the Nominating Committee or the Architectural Control Committee) shall have power to appoint sub-committees from among their membership and may delegate to any such sub-committees any powers, duties, and functions.

6. It shall be the duty of each committee to receive complaints from members on any matter involving Association functions, duties, and activities within its field of responsibility. It shall dispose of such complaints as it deems appropriate or refer them to such other committee, Director or officer of the Association which is further concerned with the matter presented.

ARTICLE X BOOKS AND PAPERS

The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to the inspection of any members.

ARTICLE XI SEAL

The Association shall have a seal in circular form having within its circumference the words: Via Verde Maintenance Association, Inc., corporation not for profit, 1975, Florida.

ARTICLE XII AMENDMENTS

These By-Laws may be altered, amended or repealed by majority vote of the Directors present at a duly constituted meeting of the Board of Directors. No amendment affecting Arvida Corporation, a Delaware corporation, or its successors or assigns as Developer of Via Verde (as the same is defined in the Declaration of Maintenance Covenants for Via Verde) shall be effective without the written consent of said Arvida Corporation or its successors or assigns as Developer.

The foregoing were adopted as the By-Laws of Via Verde Maintenance Association, Inc., a corporation not for profit under the laws of the State of Florida, on April 24, 1975.

s/ Joan C. Styers

Secretary

s/ Alan T. Brown

President