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This Document Prepared by:
Jane L. Cornett, Esquire
WACKEEN, CORNETT, GOOGE & ROSS, P.A.
P. O. Box 66, Stuart, Florida 34994

CERTIFICATE OF AMENDMENT TO THE AMENDED DECLARATION FOR THE CREATION AND ESTABLISHMENT OF CONQUISTADOR CONDOMINIUM II

The Amended Declaration for the Creation and Establishment of Conquistador Condominium II has been recorded in the Public Records of Martin County, Florida, at Official Records Book 601, Page 2134, and amended at Official Records Book 603, Page 565. The same Amended Declaration for the Creation and Establishment of Conquistador Condominium II is hereby amended as approved by a vote of the members at a duly called meeting held on November 20, 1997.

1. Article XIX, Section 14 of the Amended Declaration for the Creation and Establishment of Conquistador Condominium II is added as follows:

ARTICLE XIX
Restrictions

Section 14. No family, nor related family member may own more than two (2) units at Conquistador Condominium II.

2. The foregoing Amendment to the Amended Declaration for the Creation and Establishment of Conquistador Condominium II was adopted by a vote of the owners of Conquistador Condominium II Association, Inc.

3. All provisions of the Amended Declaration for the Creation and Establishment of Conquistador Condominium II, are herein confirmed and shall remain in full force and effect, except as specifically amended herein.

OR BK 1 0 2 3 PG2 6 0 3

CERTIFICATE

The Conquistador Condominium II Association, Inc., by its duly authorized officers, hereby certifies that the amendment to the Amended Declaration for the Creation and Establishment of Conquistador Condominium II, a copy to which this is attached, was duly adopted by the membership of Conquistador Condominium II Association, Inc., at a meeting held on November 20, 1997.

EXECUTED this 6th day of August, 1998.

WITNESSES:

Witness signature
JANICE GONGWER
Printed Name of Witness

Witness signature
LESLEY A. FREDERICK
Printed Name of Witness

CONQUISTADOR CONDOMINIUM II ASSOCIATION, INC.

By: Alan H. MacKinnon
Alan H. MacKinnon, President

Witness signature
JANICE GONGWER
Printed Name of Witness

Witness signature
LESLEY A. FREDERICK
Printed Name of Witness

By: Marilynn R East
MARILYNN R EAST, Secretary

CORPORATE SEAL

STATE OF FLORIDA
COUNTY OF MARTIN

The foregoing instrument was acknowledged before me this 6th day of AUGUST, 1998, by ALAN H. MACKINNON, as President, and MARILYNN R. EAST, as Secretary, of Conquistador Condominium II Association, Inc., who are personally known to me [X] or [ ] who have produced identification [Type of Identification _____].

NOTARY SEAL

LESLEY A. FREDERICK
Notary Public - State of Florida
My Commission Expires Nov 28, 2001
Commission = CC669619

Signature
LESLEY A. FREDERICK
Printed Name

OR BK 1 0 2 6 PG 2 6 1 0

IN WITNESS WHEREOF, the undersigned has caused these presents to be signed in its name by its President, its Secretary and its corporate seal affixed this _____ of AUGUST 6TH, 1998.

WITNESSES:

Janice Gongower
Witness signature
JANICE GONGOWER
Printed Name of Witness

Lesley A. Frederick
Witness signature
LESLEY A. FREDERICK
Printed Name of Witness

Janice Gongower
Witness signature
JANICE GONGOWER
Printed Name of Witness

Lesley A. Frederick
Witness signature
LESLEY A FREDERICK
Printed Name of Witness

CONQUISTADOR CONDOMINIUM II ASSOCIATION, INC.

By: Alan H. MacKinnon
Alan H MacKinnon, President

By: Marilyn R East
MARILYNN R. EAST, Secretary

CORPORATE SEAL

STATE OF FLORIDA
COUNTY OF MARTIN

The foregoing instrument was acknowledged before me this 6TH day of AUGUST, 1998, by ALAN H MACKINNON, as President, and MARILYNN R EAST, as Secretary, of Conquistador Condominium II Association, Inc., who are personally known to me [X] or [ ] who have produced identification [Type of Identification _____].

NOTARY SEAL

LESLEY A. FREDERICK
Notary Public - State of Florida
My Commission Expires Nov 28, 2001
Commission # CC669619

Lesley A. Frederick
Signature
LESLEY A FREDERICK
Printed Name

514049

CERTIFICATE OF SECOND AMENDMENT TO DECLARATION OF CONDOMINIUM OF CONQUISTADOR CONDOMINIUM II
Martin County, Florida

THIS IS TO CERTIFY THAT

1. The attached writing is a true copy of a Resolution Amending (a) the Declaration of Condominium of Conquistador Condominium II, a Condominium, according to the Declaration of Condominium dated July 29, 1971 and recorded July 29, 1971 in Official Records Book 329, at Pages 645 et seq., of the public records of Martin County, Florida and (b) Amendment to Declaration of Condominium and Cancellation of Long Term Lease For Conquistador Condominium II, dated February 22, 1977 and recorded June 14, 1977 in Official Records Book 422, at Pages 370 et seq., of the public records of Martin County, Florida, which Resolution was duly and unanimously adopted by the Directors of Conquistador Condominium II Association, Inc., a Corporation Not For Profit under the laws of the State of Florida, at a meeting duly held on the 6th day of March, 1984, and duly adopted by eighty percent (80%) or more of the membership at a meeting duly held on the 6th day of March, 1984, in accordance with the requirements of the Declaration of Condominium for its Amendment.

2. The adoption of the Resolution appears upon the minutes of the above-mentioned meetings and is unrevoked.

EXECUTED at Stuart, Martin County, Florida, this 24TH day of April, 1984.

Witnesses:

Carl J. Ellwanger

Barbara M. Ulbrich

CONQUISTADOR CONDOMINIUM II ASSOCIATION, INC.

BY: John V. Moran
John V. Moran, President

ATTEST: Catherine M. Lewis
Catherine M. Lewis, Secretary

STATE OF FLORIDA)
) SS.
COUNTY OF MARTIN)

I HEREBY CERTIFY, that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared JOHN V. MORAN, and CATHERINE M. LEWIS, well known to me to be the President and Secretary respectively of the corporation in whose name the foregoing instrument was executed, and that they severally acknowledged executing the same as such officers of such corporation freely and voluntarily under authority duly vested in them by said corporation, and that the seal affixed thereto is the true corporate seal of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid this 24TH day of April, 1984.

Carl J. Ellwanger
Notary Public

My commission expires:

Notary Public, State of Florida at Large
My Commission Expires June 21, 1986
Bonded thru General Ins. Underwriters

OR BOOK 601 PAGE 2130

SECOND AMENDMENT TO DECLARATION OF CONDOMINIUM OF

CONQUISTADOR CONDOMINIUM II

Martin County, Florida

RESOLVED that Conquistador Condominium II Association, Inc., a Florida not for profit corporation, for itself, its members, successors, and assigns, does hereby amend the Declaration of Condominium of Conquistador Condominium II, Martin County, Florida, dated July 29, 1971 and recorded July 29, 1971 in Official Records Book 329, at Pages 645 et seq., of the public records of Martin County, Florida, and the Amendment To Declaration of Condominium and Cancellation of Long Term Lease For Conquistador Condominium II, dated February 22, 1977 and recorded June 14, 1977 in Official Records Book 422, at Pages 370 et seq., of the public records of Martin County, Florida, in all those certain respects attached hereto and made a part hereof:

1. The Declaration of Condominium and Amendment aforesaid are amended to read as set forth in that certain instrument, consisting of thirty-four (34) pages, attached hereto and made a part hereof.

CARL F. ELLWANGER ATTORNEY AT LAW P.O. BOX 1860 STUART, FLORIDA 33495

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AMENDED DECLARATION

FOR

THE CREATION AND ESTABLISHMENT OF

CONQUISTADOR CONDOMINIUM II

(Pursuant to the Condominium Act)

ARTICLE I

Submission Statement and Name

This condominium property has been submitted to condominium ownership. The name by which this condominium is identified is CONQUISTADOR CONDOMINIUM II.

ARTICLE II

Definitions

The following definitions are provided to interpret or clarify the intended use of terminology as used in this publication.

BOARD OF DIRECTORS - as used herein, refers to the Board of Directors of either the House/Lot Owners' Association or an individual Condominium Association. When reference is to the Conquistador Homeowners' Association Board of Directors, the abbreviation "C.H.A." will precede "Board of Directors", i.e., "CHA Board of Directors".

COMMON ELEMENTS - the portions of the condominium property not included in the unit.

CONDOMINIUM ASSOCIATION - a corporation not for profit, in which all owners of units in a respective condominium are members of the association. The Association is managed by a member elected Board of Directors responsible for the operation of the condominium.

CONDOMINIUM PARCEL - a unit, together with the undivided share in the common elements which is appurtenant to the unit.

CONQUISTADOR - The Conquistador Club and Apartments Development.

CONQUISTADOR HOMEOWNERS' ASSOCIATION (CHA) - The organization representing all property owners of Conquistador (Condo Unit, Home and Lot owners) composed of an elected Board of Directors responsible for the management and maintenance of all common and limited recreation areas of Conquistador.

FAMILY MEMBER - A family member of a unit owner shall be an immediate family member such as a mother, father, child, grandchild, brother, and sister (of the unit owner or his spouse), but no other persons. The term "immediate family member" is synonymous with the term "family member".

GENERAL COMMON AREAS - Those parcels of Conquistador real estate transferred by deed from the developer to Conquistador Homeowners' Association, and considered to be held in trust for all unit and homeowners of Conquistador.

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GUEST - A visitor to a Conquistador property owner residence during a period of time in which the property owner is continuously in residence or when the owner is not in residence, when written authority to occupy the unit has been granted by the owner.

GUEST OF LESSEE - Same as "Guest" except the Lessee must be in continuous residence.

HOMEOWNERS - The owners of Conquistador Units, Houses and Lots.

HOUSE GUESTS - (See Guest)

HOUSE AND LOT OWNERS - Owners of the 55 houses or undeveloped lots in Conquistador.

IMMEDIATE FAMILY MEMBER - (See Family Member)

LESSEE - The individual or family having documented right to use the property of a Conquistador unit while the owner in not in residence.

LIMITED COMMON AREAS - A parcel of real estate owned by, and reserved for the use of the unit owners of certain condominiums, to the exclusion of the unit owners of other condominiums.

LIMITED COMMON ELEMENTS - Those common elements which are reserved for the use of a certain unit or units to the exclusion of other units.

MANAGER - The employee of Conquistador Homeowners' Association responsible for management and maintenance of Conquistador.

NON-FAMILY MEMBER - An individual not immediately related to a Conquistador property owner (see Family Member for identification of "immediate family member").

NON-RESIDENT GUESTS - Friends or family members residing in the vicinity of Stuart, Florida.

PROPERTY OWNER - An individual "Homeowner" of a house, apartment unit or undeveloped lot in Conquistador.

RENTER - (See Lessee)

SINGLE FAMILY - One person or group of two or more persons related by blood, marriage or legal adoption.

SINGLE FAMILY OWNERSHIP - The ownership of a condominium unit, a house or lot in Conquistador by a single family as opposed to dual or multiple families, partnership, corporation, etc.

SINGLE FAMILY RESIDENCE - A condominium unit or house in Conquistador in which the residents are all Family Members.

UNIT - A condominium apartment.

UNIT OWNER - Owner of a condominium apartment.

VISITOR - (See Guest)

ARTICLE III

Legal Description of Land Included

The land on which this Condominium is created includes all of the land more particularly described on Exhibit "A" in Part IV, Exhibits, and made a part hereof, and an undivided Twenty (20%) percent interest in and to the land more commonly known as Limited Recreational Area No. 1 and more particularly described on Exhibit "B" in Part IV, Exhibits, and made a part hereof.

ARTICLE IV

Recreational Area and Other Commonly Used Facilities

CONQUISTADOR CONDOMINIUM II is included in and is a part of a larger development or project known as "Conquistador Club and Apartments" (hereinafter called "The Project".) The Project is subject to that certain Declaration of Covenants and Restrictions recorded in Official Records Book 329 at Pages 645 through 685 inclusive, of the Public Records of Martin County, Florida. Said Declaration of Covenants and Restrictions is hereby made a part hereof by reference as though set out in its entirety herein. Pursuant to said Declaration of Covenants and Restrictions, a Homeowners' Association known as Conquistador Homeowners' Association, Inc., a Florida corporation not for profit, has been organized. All owners of units in Conquistador Condominium II shall be members of the Association and shall abide by the rules and regulations of the Association and pay such assessments and dues as may be levied by the CHA Board of Directors of the Association in accordance with the provisions of said Declaration and the Articles of Incorporation of the Association and its By-Laws. Assessments for the maintenance expenses of Recreational Areas and other commonly used facilities shall be made in accordance with the provisions of the said Declaration of Covenants and Restrictions. Unit owners shall further have the right to use the Recreational Area and other commonly used facilities as described in said Declaration of Covenants and Restrictions, subject, however, to the terms and provisions thereof.

Limited Recreational Area No. 1, more particularly described in Exhibit "B", Part IV, Exhibits, of this Declaration of Condominium, does not constitute a part of the Recreational Area and other commonly used facilities above referred to, and is specifically excepted therefrom in the Declaration of Covenants and Restrictions. Said area, as improved, shall continue to be used solely for recreational purposes in common by the unit owners of Conquistador Condominiums I through V, inclusive, and unit owners covenant and agree that Conquistador Condominium II Association, Inc., shall pay twenty (20%) percent of the total cost of maintenance, repair and replacement of said recreational area, and such expenses are hereby declared to be a common expense of the Condominium. The use of said area shall be subject to such reasonable rules and regulations as are, from time to time, promulgated by the Condominium Association of Buildings I through V.

ARTICLE V

Identification of Units

The units of this condominium are identified by number pursuant to, and as shown on, Exhibit "D", Part IV, Exhibits, attached hereto and made a part hereof.

ARTICLE VI

Survey, Plot Plan and Graphic

Description of Improvements

Part IV, Exhibits, attached hereto and made a part hereof, and consisting of Exhibits "A" through "D", contains all information, matters and things as required by FS 718.104(4) (e).

ARTICLE VII

Percentage of Undivided Shares in the Common Elements Appurtenant to Each Unit

Unit Number	Percentage of Interest in Common Elements
101	4.188
102	4.070
103	4.094
104	3.976
105	4.094
106	3.493
107	4.188
108	4.989
201	4.172
202	4.094
203	4.172
204	4.094
205	4.172
206	4.094
207	4.172
208	4.094
301	4.289
302	4.172
303	4.289
304	4.172
305	4.289
306	3.493
307	4.289
308	4.851

ARTICLE VIII

Percentages and Manner of Sharing Common Expenses and Owning Common Surplus

Each unit owner shall share that percentage of the common expenses, and own that percentage of common surplus, as is hereby attributed to the respective units, to-wit:

Unit Number	Percentage of Common Expenses and Surplus
101	4.32015
102	4.32015
103	4.13597
104	4.13597
105	4.13597
106	3.31465
107	4.32015
108	5.14147
201	4.13597
202	4.13597
203	4.13597
204	4.13597
205	4.13597
206	4.13597
207	4.13597
208	4.13597
301	4.13597
302	4.13597
303	4.13597
304	4.13597
305	4.13597
306	3.31465
307	4.13597
308	4.95729

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ARTICLE IX

Voting Rights

There is hereby allocated one(1) vote to each of the twenty-four condominium parcels. Each vote shall be cast by the respective unit owners. In the event that a unit shall be owned by more than one owner, the total owners of such unit shall collectively be entitled to cast the only vote attributed to such unit. Voting may be made by proxy in accordance with the provisions of the By-Laws of the Condominium Association.

ARTICLE X

Amendments

Section 1. This Declaration (except as otherwise provided herein) may be amended at any regular or special meeting of Unit Owners called and noticed in accordance with the By-Laws, by an affirmative vote of 75% of the Unit Owners present and voting.

Section 2. The above provisions, however, shall not apply to any amendment attempting to change: (a) any condominium parcel, (b) voting rights, (c) percentages of sharing common expenses and owning common surplus, or (d) any provision contained herein pertaining to termination. In order to change any of the foregoing by amendment or otherwise, the affirmative vote of all Unit Owners together with the joinder of all record owners of liens, in the execution of any such amendment, shall be required.

Notwithstanding the foregoing, any amendments of this Declaration, or of the By-Laws attached hereto, which in any way alters, changes, limits, diminishes, or otherwise affects any institutional mortgagee's position, right or equity as mortgagee of any condominium parcel, shall require the joinder of said institutional mortgagee in order to become effective.

Section 3. All amendments shall be recorded as required by law.

ARTICLE XI

Association

The name of the Association responsible for the operation of this condominium is CONQUISTADOR CONDOMINIUM II ASSOCIATION, INC., a corporation not for profit under the Laws of the State of Florida. A copy of the Amended Articles of Incorporation of the Association are attached hereto as Part II, Articles of Incorporation and made a part hereof, and may be amended only in the manner provided for in said Articles of Incorporation.

ARTICLE XII

By-Laws

The Amended By-Laws of this Condominium are set forth in Part III, By-Laws attached hereto and made a part hereof. The By-Laws may be amended in the same manner as is provided for the amendment of the Articles of Incorporation.

ARTICLE XIII

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Assessments

Money or funds for the payment of common expenses shall be assessed against unit owners in the percentage of their common expenses provided herein, and shall be determined, levied, collected, held and disbursed all as provided in the Condominium Act. The Association shall have a lien on each condominium parcel for any unpaid assessments, as provided by the Condominium Act, which lien shall also secure reasonable

attorney's fees, interest, court costs, filing fees and other costs,incurred by the Association incident to the collection of any such assessment or enforcement of such lien.

In connection with the foreclosure of a lien against a unit owner, such unit owner shall be required to pay a reasonable rental (as determined by the Directors) for the condominium parcel, and the Association shall be entitled to the appointment of a receiver to collect same.

ARTICLE XIV

Termination

The unit owners may remove the condominium property from the provisions of the Condominium Act in the manner provided by said Condominium Act, and pursuant to the provisions thereof. The Condominium further may be terminated by the affirmative vote of 75% of the unit owners.

ARTICLE XV

Insurance

The Association Board of Directors shall cause to be purchased, through the Conquistador Homeowners Association, property insurance of the broadest form available. The insurance so purchased shall apply to all buildings and personal property owned in common by all unit owners as well as other building and personal property on the premises under the control of Conquistador Homeowners Association in which unit owners have an insurable interest.

The insurance so purchased shall insure against but not be limited to Fire, Extended Coverage including Windstorm. The insurance as regards property shall be written on a full replacement cost basis. The replacement value will be determined annually by a qualified insurance appraisal firm. The insuring company will be furnished with these updated values and be caused to adjust the amount of insurance accordingly.

In the event of a loss covered by the policy, the CHA Manager shall report the loss to the insurer who will determine the cost of repair or replacement of the damaged property. The proceeds received will be distributed as required to satisfy the Association, CHA, and the insuring company. The property shall be reconstructed in accordance with the plans and specifications of the damaged building or buildings in accordance with the plans for such building on file with the Building Department of the government agency having jurisdiction thereover.

If the insurance proceeds are insufficient to cover the cost of repair or replacement of damaged property an assessment shall be charged to all parties having an insurable interest in the property so damaged.

In the event the common elements are totally destroyed or damaged, or in the event that said common elements are damaged or destroyed in excess of 50% of their then value, the common elements shall nevertheless be rebuilt as heretofore provided, unless 75% of all unit owners shall elect within thirty days not to rebuild, in which event the Condominium shall be terminated, and the insurance proceeds shall be disbursed to the unit owners, and their mortgagees, as their interests may appear.

O.R. BOOK 601 PAGE 2139

In addition to the foregoing property insurance the Association Board of Directors shall cause to be purchased through CHA, insurance generally known as Comprehensive General and Automobile liability and property damage insurance, insuring the Association and all unit owners.

The insurance shall apply as regards all claims occurring or purported to have occurred because of negligence attributable to the Association or the unit owners in connection with the use, operation or maintenance of the condominium property.

ARTICLE XV continued

The insurance written as regards Legal Liability shall include as insured the CHA, the Association and include as additional insured all persons having an insurable interest in the Association or condominium property.

ARTICLE XVI

Common Elements

The common elements shall include all property particularly described in ARTICLE III of this Section, and all improvements which are not included within the units, together with such other items as are set forth in the Condominium Act. Unit owners shall be deemed to own the inner decorated and/or finished surfaces of the perimeter walls, floors and ceilings, together with the walls and partitions contained within the perimeter boundaries of the owners' respective units, including plaster, paint, wallpaper, carpeting, etc., but shall not be deemed to own any divided portion of those items defined as common elements by the Condominium Act.

No material alteration or substantial additions to the common elements shall be made, except upon the affirmative vote of 75% of the unit owners. No unit owner shall make any structural alteration, or do any work, within his respective unit unless approval therefor first be given by the Board of Directors, which approval shall not be unreasonably withheld unless the work, improvement, or addition would tend to jeopardize the safety or soundness of the common elements, or would in any way impair easements.

ARTICLE XVII

Limited Common Elements

Limited Common Elements means and includes those common elements which are reserved for the use of certain unit or units to the exclusion of other units. However, no unit or units shall be deemed to own any divided portion of these Limited Common Elements.

The courtyards shown on Sheet 3 of Exhibit "D" Part IV, are hereby declared to be limited common elements. The respective numbered courtyards are reserved for the exclusive use of the corresponding numbered units.

The maintenance, repair and replacement of the Air Conditioning condenser/compressor located on the roof, is the sole responsibility of the Owner of the Unit which it serves, except in the case of common disasters or Acts of God.

ARTICLE XVIII

Parking

The parking plan, established by the initial Directors of the Association, assigned one permanent parking space to each of the units in the Condominium, and allocated the remaining parking spaces as guest spaces to be used in common by all unit owners' guests and invitees, pursuant to reasonable rules and regulations to be adopted from time to time by the Association. Exchange of permanently assigned parking spaces by mutual agreement between unit owners affected must first be submitted to the Board of Directors for approval and then be approved by 75% of the unit owners. Any time a permanent change is made in an assigned parking space, a revised parking plan will be prepared as soon as possible. Parking plans need not be recorded in the Public Records, but the Association shall keep said plans available to the unit owners at all times.

O.R. BOOK 601 PAGE 2140

No vehicle shall be parked on any part of Conquistador Property except on paved driveways and designated parking areas. No motor home,

van, recreational vehicle, motorcycle, boat or trailer may be parked in any Building Parking lot. No trailer, truck or commercial vehicle, other than those present on business may be parked in the parking lot; except such vehicles may be parked for up to 24 hours for the purpose of loading or unloading. Vehicles parked beyond said limit may be towed away at the owner's expense.

ARTICLE XIX

Restrictions

All unit owners, in addition to any other obligation duty, right and limitation imposed upon them by this Declaration, the Articles of Incorporation, the By-Laws of the Association and the Condominium Act, shall be subject to, and agree to abide by, the following restrictive covenants, which shall be applicable to all unit owners, their families, guests, invitees, tenants and lessees, to-wit:

Section 1. No unit shall be used for any purpose other than as and for a single-family residence or dwelling.

Section 2. All unit owners shall keep and maintain their respective units in good condition and repair. Owners of units to which a courtyard has been reserved shall be solely responsible for the maintenance of the grass and other landscaping within the interior of said courtyard and shall, at all times, keep same in a sightly condition. No structures or installations of any types shall be permitted in the courtyards, which in the sole opinion of the directors, affects the building adversely from an aesthetic viewpoint.

Section 3. No unit owner shall cause any signs of any nature whatsoever to be posted or affixed to any of the common elements, limited common elements, or in his respective unit if such sign may be seen from any portion of the common elements; except for name plates which shall be uniform in size and design, and approved by the Board of Directors.

Section 4. The housing of a pet is subject to termination by the Board of Directors if the pet becomes a nuisance or the pet owner does not follow the rules regarding pets as listed below:

a. No pets, other than domestic animals such as dogs, cats, birds or fish shall be approved. Only one dog or cat will be permitted per residence.

b. No lessee will be allowed to keep a pet in their leased unit.

c. All pets must be kept on a leash no more than 6 feet in length and must be under constant, proper control when outside the residence.

d. In the interest of health and sanitary conditions, the pet owner is responsible for the immediate removal, in a sanitary manner, of all deposits left by their pet everywhere within Conquistador, including the river front park area.

e. No dog or cat shall be permitted on the pool side of the building.

Section 5. Unit owners, their families, guests, invitees, or lessees shall in no way deface or mar, or make any alteration, repair or replacement, or change, in or to the common elements, and shall be liable for damages therefor.

O.R. BOOK 601 PAGE 2141

No unit owner shall enclose screened porches, except upon an affirmative vote of the Board of Directors to permit same to be enclosed and then same shall be enclosed only in comformity with a common plan to be approved by the Board of Directors so that all enclosures shall be uniform in appearance.

Section 6. All common hallways, balconies and passages shall be kept free for their intended use by the unit owners in common, and shall in no event be used as storage areas by the individual unit owners, either on a temporary or permanent basis.

Section 7. No clothing, bedding, or other similar items, shall be dried or aired in any outdoor area, nor shall any such items be hung over or on balconies.

Section 8. All garbage or trash shall be placed in the disposal installations provided for such purposes by the Association.

Section 9. All occupants of units shall exercise extreme care about making noises, or the use of musical instruments, radios, televisions and amplifiers, that may tend to disturb other occupants.

Section 10. No occupants shall play upon, or suffer to be played upon, any musical instrument, or permit to be operated, a TV, phonograph or radio loud speaker in such occupant's unit between the hours of 11:00 o'clock P.M. and the following 9:00 o'clock A.M., if the same disturb or annoy other occupants of the building; and in no event shall either vocal or instrumental music be practiced for more than two hours in any day, or between the hours of 6:00 o'clock P.M. and the following 9:00 o'clock A.M.; nor shall an occupant commit or permit any nuisance, or immoral or illegal act in his unit, or in the common elements.

Section 11. No unit owner, or approved lessee of unit owner, shall permit any child under the age of thirteen years to reside in any of the units except as otherwise provided herein.

Section 12. No one-bedroom unit in the Condominium shall be permanently occupied by more than two individuals; no two-bedroom unit shall be permanently occupied at any time by more than four individuals, and no three-bedroom unit by more than six individuals, except as otherwise provided herein.

Section 13. Unit owners, or unit owners' approved lessees, shall be permitted to have visitor occupants of any age for up to three weeks during any six-month period, for a maximum of six weeks in any twelve-month period; provided that at no time shall any one-bedroom unit be occupied by more than four individuals, nor any two or three-bedroom units by more than six individuals. The six-month periods shall commence on the date of filing of this Declaration.

The above and foregoing restrictive covenants shall be amended only in the manner as provided for in the amendment of this Declaration. The Condominium shall have the right to make and amend reasonable rules and regulations respecting the use of the property in the Condominium, as is provided for in its Articles of Incorporation.

In the event that a unit owner is in violation of the terms and provisions in any of the restrictions, and after notification by the Board of Directors, continues to violate such regulations, then in the event that it becomes necessary that the Directors bring a legal proceeding for the enforcement of and/or the abatement, as the case may be, of any provision of the restrictive covenants then in such event the unit owner shall pay for the costs and expenses of such legal proceeding by the Association, provided that the Association is successful in such litigation.

ARTICLE XX

Transfer of Condominium Parcels

Section 1. SALES

a. No conquistador unit shall be sold for any purpose other than as and for single-family residence or dwelling. No residence shall be sold or transferred to other than single-family ownership (See "Definitions"-Single Family).

b. Prior to the sale or transfer of any Conquistador property, the owner or his authorized agent shall submit an application with a copy of the executed Purchase and Sales Agreement to the Board of Directors for approval at least thirty (30) days prior to thedate of closing of the sale. In the event that the submission is received less than 30 days prior to the closing date of the Contract, the property owner or his/her authorized agent will be notified that the sale will not be approved until the review by the Board is completed, which shall not be later than 30 days after receipt of the Application by the Board.

c. During review of the Contract, the prospective buyer must be available for an in person interview in Stuart, Florida by the respective Board of Directors. The Board of Directors' approval or disapproval shall be forwarded to the owner or his agent within 30 days from the date of receipt of the Contract by the Board. If approved, the approval shall be in writing and executed in such manner as to entitle it to be recorded in the Public Records of Martin County, Florida.

d. If the Board of Directors fails to approve or disapprove the Contract within 30 days from the date of receipt, the Contract shall be deemed to be approved. If the Contract is disapproved, the Board disapproving shall have 30 days after disapproving within which to purchase the property on the same terms and conditions as contained in the Contract submitted. Should the Board fail to exercise their option to purchase within said 30 days, the property owner shall be free to sell and convey to the purchasing applicant. The foregoing provisions do not apply to matters concerning mortgage and foreclosure actions.

e. The property owner must provide his copy of the Conquistador Declaration of Covenants and Restrictions and his copy of the publication, "Conquistador Rules", to the buyer as part of the closing documentation. The Board of Directors should insure, during the interview with a prospective buyer, that he has seen and understands these Covenants, Rules, and Restrictions.

f. Property owners may be charged a fee up to $50.00 by the Board for the processing of the Contract.

Section 2. <u>LEASING</u>

No unit may be leased or rented by the respective unit owner thereof for transient or hotel purposes, which are hereby defined as (a) rentals for less than ninety days, or (b) rentals where the occupants of the unit are to be provided services, such as room service for food and beverage, maid service, furnishing of laundry and linens, and bell boy services.

a. Units may be leased subject to the following rules:

1) Leases are limited to a minimum of three consecutive months each year, with no maximum on length of the Lease. No subleasing or assignment of a lease is permitted.

2) No residence may be leased more than twice during each 12 month period.

3) The owner or his/her authorized agent shall submit a copy of the lease Application to the Board of Directors for approval at least 30 days prior to the effective date of the Lease or the date of occupancy by the Lessee, whichever is earlier. Within 20 days of receipt of the lease application, the Board shall notify the owner in writing of approval or disapproval of the Lease. During review of the Lease, the prospective Lessee may be required to be available in Stuart, Florida for interview by the Board.

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b. Unit Owners leasing their properties, relinquish to the Lessee for the term of the Lease, all their privileges or entitlements relative to recreation and parking areas of Conquistador.

c. The Unit Owner must make a copy of the Rules publication available for easy consultation by the Lessee for the duration of the lease period. The owner must certify to the Board by the first day of occupancy by the Lessee, that the Lessee has been given a copy of and is fully acquainted with the rules of Conquistador.

d. Lessee Guests may occupy a residence only when Lessee is present, and only for up to three weeks during any six months period. Lessees are financially responsible for any damage caused by their Guests.

e. Unit owner may be charged up to $50.00 for leasing fee.

Section 3. GUESTS

a. Unit Owners or approved Lessees shall be permitted to have guest occupants of any age for up to three weeks per individual, during any six month period.

b. Unit owner's guests who are immediate family members may occupy a residence when unit owner is present or in absence of the owner providing written permission is received from owner by the Board of Directors prior to occupancy.

c. Guests who are not immediate family members may occupy a residence only when accompanied by the unit owner or in owner's absence with written approval granted by the Board of Directors prior to occupancy. The three weeks per six month provision is applicable. If a longer period of time is involved the property is then subject to the rules enumerated in above Section 2 entitled "Leasing".

d. Unit Owners or Lessees are financially responsible for any damage caused by their Guests.

e. Nothing in these restrictions shall prevent a unit owner or lessee who is in ill health or in need of assistance from having in his unit a nurse or other employee or companion during the period the unit owner or lessee is ill or in need of assistance.

ARTICLE XXI

Officers and Directors

The Officers and Directors of the Association are: President, Vice-President, Secretary, Treasurer and an Immediate Past President.

ARTICLE XXII

General

CONQUISTADOR CONDOMINIUM II shall be operated and maintained, and the Association and the members thereof shall have and enjoy all of the rights, privileges and duties as are presently set forth in the Condominium Act of the State of Florida, except as said rights, privileges, duties, operation and maintenance may be altered, changed or limited by this Declaration and the exhibits attached hereto, where such changes, alterations and/or limitations are optional or permissive under the Condominium Act, and all matters not specifically covered in this Declaration and Exhibits attached hereto, shall be determined in all instances by the provisions of the said Act.

ARTICLE XXIII

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Restraint Upon Assignment of Shares in Assets

The share of a member in the funds and assets of the Association cannot be assigned, hypothecated, or transferred in any manner except as an appurtenance to his unit.

514050

State of Florida

Department of State

I certify that the attached is a true and correct copy of Amended Articles of Incorporation for CONQUISTADOR CONDOMINIUM 11 ASSOCIATION, INC., a Florida corporation, filed on April 30, 1984, as shown by the records of this office.

The charter number of this corporation is 721366.

Given under my hand and the
Great Seal of the State of Florida,
at Tallahassee, the Capital, this the
day of *1st* *May, 1984.*

GREAT SEAL OF THE STATE OF FLORIDA
IN GOD WE TRUST

George Firestone
Secretary of State

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CER-101

AMENDED ARTICLES OF INCORPORATION

OF

CONQUISTADOR CONDOMINIUM II ASSOCIATION, INC.

ARTICLE I

Name

The name of the Corporation shall be CONQUISTADOR CONDOMINIUM II ASSOCIATION, INC.. For convenience the Corporation shall be referred to in this instrument as the "Association".

ARTICLE II

Purpose

2.1 The purpose for which the Association is organized is to provide an entity pursuant to the Condominium Act of the State of Florida, for the operation of CONQUISTADOR CONDOMINIUM II, a Condominium located upon those certain lands in Martin County, Florida, legally described on Exhibit "D", Sheet 1, Part IV, Exhibits, and made a part hereof.

2.2 The Association shall make no distribution of income to its members, directors or officers.

ARTICLE III

Powers

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

3.1 The Association shall have all of the common-law and statutory powers of a Corporation not for profit not in conflict with the terms of these Articles.

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

a. To make and collect assessments in accordance with the percentages in Article VIII, Part I, Declaration of Condominium, against members as apartment owners to defray the costs, expenses and losses of the Condominium.

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

c. The maintenance, repair, replacement and operation of the Condominium property, including easements.

d. The purchase of insurance upon the condominium property and insurance for the protection of the Association and its members as apartment owners.

e. The reconstruction of improvements after casualty and the further improvements of the property.

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f. To make and amend reasonable regulations respecting the use of the property in the condominium; provided, however, that all such regulations and their amendments shall be approved by not less than 75% of the entire membership of the Association before such shall become effective.

g. To enforce by legal means, the provisions of the Condominium Act, the Declaration of Condominium, these Articles, the By-Laws of the Association and the regulations for the use of the property in the Condominium.

h. To contract for the management of the Condominium, and delegate all such powers and duties as may be required.

i. To employ personnel to perform the services required for proper operation of the Condominium.

j. To acquire by purchase or otherwise, condominium parcels of the Condominium, subject nevertheless, to the provisions of the Declaration and/or By-Laws relative thereto.

k. To approve or disapprove the transfer, mortgage and ownership of apartments as may be provided by the Declaration of Condominium, these Articles of Incorporation and the By-Laws.

3.3 All funds and the titles to all properties acquired by the Association and their proceeds shall be held in trust for the members in accordance with the provisions of the Declaration of Condominium, these Articles of Incorporation and the By-Laws.

3.4 The powers of the Association shall be subject to and shall be exercised in accordance with the provisions of the Declaration of Condominium and the By-Laws.

ARTICLE IV

Members

4.1 The members of the Association shall consist of all of the record owners of apartments in the Condominium; and after the termination of the Condominium shall consist of those who are members at the time of such termination and their successors and assigns.

4.2 After receiving approval of the Association if required by the Declaration of Condominium, change of membership in the Association shall be established by recording in the Public Records of Martin County, Florida, a deed or other instrument establishing a record title to an apartment in the Condominium and the delivery to the Association of a certified copy of such instrument. The owner designated by such instrument thus becomes a member of the Association and the membership of the prior owner is terminated.

4.3 The share of a member in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to his/her apartment.

4.4 The owner of each apartment shall be entitled to one vote as a member of the Association (see Article IX, Part I, Declaration of Condominium). The manner of exercising voting rights shall be determined by the By-Laws of the Association.

4.5 The terms "apartment" and "apartment owner" or "owners" shall have the same meaning as "unit" or "unit owner" or "owners" as same are defined in the Condominium Act.

ARTICLE V

Directors

5.1 The affairs of the Association will be managed by a Board consisting of no fewer than three nor more than five members.

5.2 Directors of the Association shall be elected at the Annual Meeting of the members in the manner determined by the By-Laws. Directors may be removed and vacancies on the Board of Directors shall be filled in the manner provided by the By-Laws.

ARTICLE VI

Officers

The affairs of the Association shall be administered by the Officers designated in the By-Laws. The Officers shall be elected by the Board of Directors at its first meeting following the Annual Meeting of the members of the Association and shall serve at the pleasure of the Board of Directors. The Officers may be Directors.

ARTICLE VII

Indemnification

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

ARTICLE VIII

By Laws

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

ARTICLE IX

Amendments

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

9.1 Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which a proposed amendment is considered.

9.2 A resolution for the adoption of a proposed amendment may be proposed either by the Board of Directors or by the members of the Association. Directors and members not present in person or by proxy at the meeting considering the amendment may express their approval in writing, providing such approval is delivered to the Secretary at or prior to the meeting. Except as elsewhere provided,

a. Such approvals must be by not less than 75% of the entire membership of the Board of Directors and by not less than 75% of the votes of the entire membership of the Association; or

b. by not less than 80% of the votes of the entire membership of the Association.

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9.3 Provided, however, that no amendment shall make any changes in the qualifications for membership nor the voting rights of members, nor any change in Section 3.3 of ARTICLE III, without approval in writing by all members and the joinder of all record owners of mortgages upon the Condominium. No amendment shall be made that is in conflict with the Condominium Act or the Declaration of Condominium.

9.4 A copy of each amendment shall be certified by the Secretary of State and be recorded in the Public Records of Martin County, Florida.

ARTICLE X

Term

The term of the Association shall be perpetual.

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ARTICLES OF AMENDMENT
TO
ARTICLES OF INCORPORATION
OF
CONQUISTADOR CONDOMINIUM II ASSOCIATION, INC.
A Florida Not For Profit Corporation

FILED
1984 APR 30 AM 9:33
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

1. The Articles of Incorporation of Conquistador Condominium II Association, Inc. are amended in all those certain respects as set forth in that certain instrument, consisting of four (4) pages, attached hereto and made a part hereof.

2. The foregoing Amendment was duly and unanimously adopted by a Resolution of the Directors of Conquistador Condominium II Association, Inc., a corporation not for profit under the laws of the State of Florida, at a meeting duly held on the 6th day of March, 1984, and thereafter duly adopted by Resolution approved by eighty percent (80%) or more of the membership of the Association at a meeting duly held on the 6th day of March, 1984, in accordance with the requirements of the Articles of Incorporation for its amendment. Moreover, this Resolution appears upon the minutes of the above-mentioned meetings and is unrevoked.

IN WITNESS WHEREOF, the undersigned President and Secretary of this corporation have executed these Articles of Amendment on the 24TH day of April, 1984.

Witnesses:

CONQUISTADOR CONDOMINIUM II ASSOCIATION, INC.

BY: John V. Moran
John V. Moran, President

ATTEST: Catherine M. Lewis
Catherine M. Lewis, Secretary

STATE OF FLORIDA)
) SS.
COUNTY OF MARTIN)

I HEREBY CERTIFY, that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared JOHN V. MORAN, and CATHERINE M. LEWIS, well known to me to be the President and Secretary respectively of the corporation in whose name the foregoing instrument was executed, and that they severally acknowledged executing the same as such officers of such corporation freely and voluntarily under authority duly vested in them by said corporation, and that the seal affixed thereto is the true corporate seal of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid this 24TH day of April, 1984.

Notary Public

My commission expires:

Notary Public, State of Florida at Large
My Commission Expires June 21, 1986
Bonded thru General Ins. Underwriters

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514051

CERTIFICATE OF SECOND AMENDMENT TO
BYLAWS OF
CONQUISTADOR CONDOMINIUM II
Martin County, Florida

THIS IS TO CERTIFY THAT

1. The attached writing is a true copy of a Resolution Amending (a) the Bylaws of Conquistador Condominium II, a Condominium, according to the Declaration of Condominium dated July 29, 1971 and recorded July 29, 1971 in Official Records Book 329, at Pages 645 et seq., of the public records of Martin County, Florida, and (b) Amendment To The Bylaws of Conquistador Condominium II Association, Inc. dated December 18, 1973 and recorded January 21, 1974 in Official Records Book 368, at Pages 1475 et seq., of the public records of Martin County, Florida, which Resolution was duly and unanimously adopted by the Directors of Conquistador Condominium II Association, Inc., a Corporation Not For Profit under the laws of the State of Florida, at a meeting duly held on the 6th day of March, 1984, and duly adopted by eighty percent (80%) or more of the membership at a meeting duly held on the 6th day of March, 1984, in accordance with the requirements of the Declaration of Condominium for its Amendment.

2. The adoption of the Resolution appears upon the minutes of the above-mentioned meetings and is unrevoked.

EXECUTED at Stuart, Martin County, Florida, this 24TH day of April, 1984.

Witnesses:

CONQUISTADOR CONDOMINIUM II ASSOCIATION, INC.

BY: John V. Moran
John V. Moran, President

ATTEST: Catherine M. Lewis
Catherine M. Lewis, Secretary

STATE OF FLORIDA)
) SS.
COUNTY OF MARTIN)

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O.R. BOOK 601 PAGE 2174

I HEREBY CERTIFY, that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared JOHN V. MORAN, and CATHERINE M. LEWIS, well known to me to be the President and Secretary respectively of the corporation in whose name the foregoing instrument was executed, and that they severally acknowledged executing the same as such officers of such corporation freely and voluntarily under authority duly vested in them by said corporation, and that the seal affixed thereto is the true corporate seal of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid this 24TH day of April, 1984.

Notary Public

My commission expires:

Notary Public, State of Florida at Large
My Commission Expires June 21, 1986
Bonded thru General Ins. Underwriters

CARL F. ELLWANGER ATTORNEY AT LAW P.O. BOX 1860 STUART, FLORIDA 33495

SECOND AMENDMENT TO BYLAWS OF

CONQUISTADOR CONDOMINIUM II ASSOCIATION, INC.

Martin County, Florida

RESOLVED that Conquistador Condominium II Association, Inc., a Florida not for profit corporation, for itself, its members, seccessors, and assigns, does hereby make, declare and establishe this Second Amendment to the Bylaws of Conquistador Condominium II Association, Inc., in the following respects:

1. The Bylaws of Conquistador Condominium II Association, Inc., dated July 20, 1971 and recorded on July 29, 1971 in Official Records Book 329, specifically at Pages 672 to 680, both inclusive, of the public records of Martin County, Florida, and Amendment To The Bylaws of Conquistador Condominium II Association, Inc., dated December 18, 1973, and recorded January 21, 1974 in Official Records Book 368, at Pages 1475 and 1476, of the public records of Martin County, Florida, are amended to read as set forth in the certain instrument, consisting of six (6) pages, attached hereto and made a part hereof.

THIS INSTRUMENT HAS BEEN CORRECTED TO REFLECT THE CORRECT DATES FOR AMENDMENT TO THE BYLAWS REFERRED TO HEREIN AND IS BEING RERECORDED FOR THAT PURPOSE.

CARL F. ELLWANGER ATTORNEY AT LAW P.O. BOX 1860 STUART, FLORIDA 33495

AMENDED BY-LAWS

OF

CONQUISTADOR CONDOMINIUM II ASSOCIATION, INC.

A Corporation not for profit
under the Laws of the State of Florida

ARTICLE I

Identity

Section 1. These are the By-Laws of CONQUISTADOR CONDOMINIUM II ASSOCIATION, INC., called "Association" in these By-Laws, a corporation not for profit under the Laws of the State of Florida, the Articles of Incorporation of which were filed in the office of the Secretary of State on the 19th day of July A.D., 1971. The Association has been organized for the purpose of administering a Condominium pursuant to Chapter 718, Florida Statutes 1982 called the Condominium Act in these By-Laws, which condominium is identified by the name CONQUISTADOR CONDOMINIUM II and is located upon the lands described in the Association's Articles of Incorporation.

Section 2. The office of the Association shall be at 1800 S.E. St. Lucie Blvd., Building II, Stuart, Florida, 33494.

Section 3. The Corporation shall operate upon the calendar year beginning on the 1st day of January and ending on the 31st day of December of each year. The Board of Directors is expressly authorized to change from a calendar year basis to that of a fiscal year basis whenever deemed expedient and for the best interests of the Corporation.

Section 4. The seal of the Corporation shall bear the name of the Corporation, the word "Florida", and the words "Corporation not for profit" and the year of incorporation, an impression of which is as follows:

ARTICLE II

Definitions

Section 1. All words, phrases, names and/or terms used in these By-Laws, the Declaration of Condominium, the Articles of Incorporation of the Condominium Association, and all Exhibits attached to said Declaration shall have the same meaning and be used and defined the same as they are in the Condominium Act unless the context of said instruments otherwise requires.

ARTICLE III

The Association

Section 1. Members. The owners of the Condominium parcels shall be the members of this Association.

(a) Any legal entity capable of ownership of real property under the Laws of Florida shall be eligible for membership, except multiple families, partnerships, corporations, etc.

(b) Any legal entity upon acquiring title to a condominium parcel shall ipso facto become a member of the Association; and upon the conveyance or transfer of said ownership, said owner's membership in the Association shall ipso facto cease.

Section 2. Place of Meeting. Meetings of the membership shall be held at the principal office or place of business of the Association, or at such other suitable place convenient to the membership as may be designated by the Board of Directors.

Section 3. Annual Meeting. The Annual Meeting of the Association shall be held on a day that falls not less than two weeks but not more than four weeks before the Annual Meeting of Conquistador Homeowners' Association each year. At the Annual Meeting the members may transact such business of the Association as may properly come before them. The time of all meetings shall be set by the Directors, and the Directors, by majority vote, may change the date of the Annual Meeting.

Section 4. Special Meetings. Special meetings of the members may be called by the President and shall be called by the President or Secretary at the request, in writing, of the Board of Directors or at the request, in writing, of five (5) members, such requests shall state the purpose of the proposed meeting.

Section 5. Notice of Meetings. Meetings of the Board of Directors shall be open to all unit owners. Adequate notice of all meetings shall be posted conspicuously on the condominium property at least 48 hours in advance, except in an emergency. Notice of any meeting in which assessments against unit owners are to be considered for any reason, shall specifically contain a statement that assessments will be considered and the nature of any such assessments. It shall be the duty of the Secretary to mail a notice of each annual or special meeting, stating the purpose thereof as well as the time and place where it is to be held, to each member of record, at his address as it appears in the membership book of the Association, or if no such address appears, at his last known place of address, at least ten (10), but not more than twenty (20) days prior to such meeting. The mailing of a notice in the manner provided in this Section shall be considered notice served.

Section 6. Majority of Owners. As used in these By-Laws, the term "majority of owners" shall mean owners having the right to vote thirteen (13) or more votes.

Section 7. Quorum. Except as otherwise provided in these By-Laws, the presence in person or by proxy of a "majority of owners", as defined in Section 6 of this Article, shall constitute a quorum.

Section 8. Adjourned Meetings. If any meeting of members cannot be organized because a quorum has not attended, the members who are present, either in person or by proxy, may adjourn the meeting to a time not later than ten (10) days from the time the original meeting was called, and hold the meeting adjourned, without additional notice except for notice on bulletin board, provided that a quorum can be obtained for such meeting.

Section 9. Voting At every meeting of the members, the owner or owners of each unit, either in person or by proxy, shall have the right to cast one vote, as set forth in the Declaration. The vote of the majority of those present, in person or by proxy, shall decide any question brought before such meeting, unless the question is one upon which, by express provisions of statute, or of the Declaration of Condominium, or of the Articles of Incorporation, or of these By-Laws, a different vote is required, in which case such express provision shall govern and control.

Section 10. Proxies. A member may appoint any other member as a proxy. All proxies must be filed with the Secretary at any meeting or meetings for which the proxy was given before the proxy may vote.

Section 11. Order of Business. The order of business at all annual or special meetings of the members shall be as follows:

(a) Roll Call
(b) Proof of notice of meeting or waiver of notice.
(c) Reading of the minutes of preceding meeting.
(d) Reports of officers.
(e) Reports of committees.
(f) Election of officers (if election to be held).
(g) Unfinished business.
(h) New business

ARTICLE IV

Administration

Board of Directors

Section 1. Number and Qualification. The affairs of the Association shall be governed by a Board of Directors. The number of directors which shall constitute the Board shall be no fewer than three(3) nor more than five (5) persons. Directors are not required to be members of the Association.

Section 2. Directors shall be elected by ballot (unless dispensed with by unanimous consent) and by a plurality of the votes cast at the Annual Meeting of the Association, Each member shall be entitled to vote for as many nominees as there are vacancies to be filled.

Section 3. Removal Any director may be removed by concurrence of 2/3 of the members of the Association at a special meeting of the members called for that purpose. The vacancy on the Board of Directors so created shall be filled by the members of the Association at the same meeting.

Section 4. Vacancies Except as to vacancies provided by removal of directors by members, vacancies on the Board of Directors occurring between annual meetings of members shall be filled by the remaining Directors.

Section 5. Term The term of each Director's service shall extend until the next annual meeting of members and thereafter until a successor is duly elected and qualified or until the Director is removed in the manner elsewhere provided.

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Section 6. Powers and Duties. The Board of Directors shall have the powers and duties necessary for the administration of the affairs of the Association, and may do all such acts and things as are not, by the Declaration, the Articles of Incorporation of the Condominium Association, the Condominium Act, or these By-Laws, directed to be exercised and done by the members or officers. The powers of the Board shall include, but not be limited to, the following:

(a) All powers and duties of the Condominium as set forth in the Condominium Act and in the Articles of Incorporation of the Association, except as limited as provided above.

(b) To prepare and adopt in conformity with Florida Condominium Act 718.112(2)(f), an annual operating budget, which budget shall be sufficient in amount to pay for all necessary expenses and expenditures to be shared in common by the respective owners of units, and including a reasonable reserve for repairs, upkeep and replacement of the common elements and for contingencies.

(c) To prepare a detailed report of the acts, accounts, and statements of income and expense for the previous year.

(d) To determine who will act as legal counsel for the Association whenever necessary.

(e) To determine the depository for the funds of the Association.

(f) To contract for the personnel needed for the maintenance, care, and upkeep of the common elements of the building.

(g) Assess and collect all assessments pursuant to the Condominium Act.

Section 7. Management Agent. The Board of Directors may employ for the Association a management agent to perform such duties, services and powers as the Board shall authorize, including, but not limited to, the duties, services and powers listed in Section 6 of this Article.

Section 8. Compensation. No compensation shall be paid to Directors for their services as directors. No remuneration shall be paid a director for services performed by him for the Association in any other capacity, unless a resolution authorizing such remuneration shall have been unanimously adopted by the Board of Directors before the services are undertaken.

Section 9(a). Organization Meeting. The first meeting of the Board of Directors shall be held within ten (10) days after the Annual members' meeting, at such place as shall be fixed by the Board and no notice shall be necessary to the newly elected Directors in order to legally constitute such meeting, provided all of the Board of Directors shall be present in person or by proxy.

Section 9(b). Regular Meeting. Regular meetings of the Directors may be held at such times and places as shall be determined, from time to time by a majority of the Directors, but at least four such meetings shall be held during each calendar year. Notice of regular meetings of the Board of Directors shall be given to each Director, personally or by mail, telephone or telegraph, at least three (3) days prior to the day named for such meeting.

Section 10. Special Meetings. Special meetings of the Board of Directors may be called by the President on three (3) days notice to each Director, given personally or by mail, telephone or telegraph, which notice shall state the time, place (as hereinabove provided), and purpose of the meeting. Special meetings of the Board of Directors shall be called by the President or Secretary, in like manner and on like notice, on the written request of at least two Directors.

Section 11. Waiver of Notice. Before or at any meeting of the Board of Directors, any Director may, in writing, waive notice of such meeting, and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Director at any meeting of the Board of Directors shall be a waiver of notice by him of the time and place thereof. If all the Directors are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

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Section 12. Quorum. At all meetings of the Board of Directors, a majority of the Directors shall constitute a quorum for the transaction

of business, and the acts of the majority of the Directors present at a meeting at which a quorum is present shall be acts of the Board of Directors. If at any meeting of the Board of Directors there be less than a quorum present, the majority of those present may adjourn the meeting from time to time. At any such adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice.

Section 13. Fidelity Bonds. The Board of Directors may require that all officers and employees of the Association handling or responsible for Association funds shall furnish adequate fidelity bonds. The premiums on such bonds shall be paid by the Association.

Section 14. Designation of Officers. The principal officers of the Association shall be a President, Vice-President, Immediate Past President, Secretary and Treasurer, all of whom shall be elected by and from the Board of Directors. The Board of Directors may appoint an Assistant to the Treasurer and/or Secretary, and such other officers as in their judgment may be necessary.

Section 15. Election of Officers. The Officers of the Association shall be elected annually by the Board of Directors at the organization meeting of each new Board, and shall hold office at the pleasure of the Board.

Section 16. Removal of Officers. Upon an affirmative vote of a majority of the members of the Board of Directors, any officer may be removed, either with or without cause, and his successor elected at any regular meeting of the Board of Directors, or at any special meeting of the Board called for such purpose.

Section 17. President. The President shall be the chief executive officer of the Association. He shall preside at all meetings of the Association and of the Board of Directors. He shall have all of the general powers and duties which are usually vested in the Office of President of an Association. The President is responsible for appointing the members of any and all working Committees required, such as nominating, social, building, etc. committees.

Section 18. Vice-President. The Vice-President shall take the place of the President and perform his duties whenever the President shall be absent or unable to act. If neither the President nor the Vice-President is able to act, the Immediate Past President shall act as President on an interim basis to conduct meetings with the Treasurer and Secretary in attendance. The Vice-President shall also perform such other duties as shall, from time to time, be imposed upon him by the Board of Directors.

Section 19. Immediate Past President. The Immediate Past President shall serve as adviser and consultant to the Board and to insure an odd number balance in Board voting. He shall serve as President in the absence of the President and the Vice-President.

Section 20. Secretary. The Secretary shall keep the minutes of all meetings of the Board of Directors, and the minutes of all meetings of the Association; he/she shall have charge of such books and papers as the Board of Directors may direct; and he/she shall, in general, perform all the duties incident to the Office of Secretary.

Section 21. Treasurer. The Treasurer shall have responsibility for Association funds and securities, and shall be responsible for keeping full and accurate accounts of all receipts and disbursements in books belonging to the Association. He/she shall be responsible for the deposit of all moneys and other valuable effects in the name, and to the credit of the Association in such depositories as may, from time to time, be designated by the Board of Directors.

Section 22. Amendment to By-Laws. Amendments to the By-Laws shall be proposed and adopted in the following manner:

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(a) Notice of the subject matter of a proposed amendment shall be

included in the notice of any meeting at which a proposed amendment is considered.

(b) A resolution for the adoption of a proposed amendment may be proposed either by the Board of Directors or by the members of the Association. Directors and members not present in person or by proxy at the meeting considering the amendment may express their approval in writing, providing such approval is delivered to the Secretary at or prior to the meeting. Except as elsewhere provided,

(i) Such approvals must be by not less than 75% of the entire membership of the Board of Directors and by not less than 75% of the votes of the entire membership of the Association; or

(ii) by not less than 80% of the votes of the entire membership of the Association.

(c) Provided, however, that no amendment shall make any changes in the qualifications for membership nor the voting rights of members, nor any such change in the Articles of Incorporation of the Association without approval in writing by all members and the joinder of all record owners of mortgages upon the Condominium. No amendment shall be made that is in conflict with the Condominium Act or the Declaration of Condominium.

(d) A copy of each amendment shall be prepared in recordable form, and a copy of each amendment certified and sworn to by the Secretary of the Association shall be recorded in the Public Records of Martin County, Florida, in order to become effective.

BUILDING II LAND BOUNDRY

SURVEY DESCRIPTION

A parcel of land lying in Section 11, Township 38 South, Range 41 East, and lying and being in Golfview Subdivision, now partially abandoned, and being more fully described as follows:

Beginning at a point on the West line of Goverrnment Lot 1 of said Section 11, said point being the Northwest corner of Golfview Subdivision, now partially abandoned, as recorded in Plat Book 1, Page 8, Martin County, Florida, Public Records and said corner also being the Northwest corner of Lot 6 of Wm. Hoog's Subdivision as recorded in Plat Book 1, Page 66, Palm Beach County, now Martin County, Florida, Public Records. Thence Proceed North 89°59'12" East along the North line of said Golfview Subdivision and also being along the North line of said Lot 6 of Wm. Hoog's Subdivision, for a distance of 911.07 feet to a point. Thence proceed South 0°00'48" East for a distance of 36.0 feet to a point. Thence proceed South 19°18'09" East for a distance of 323.06 feet to the point or place of beginning. (1) Thence proceed South 24°00'00" East for a distance of 165.0 feet to a point on the Northerly right of way line of a 50 foot road easement. (2) Thence proceed South 66°00'00" West along the Northerly right of way line of said 50 foot road easement for a distance of 280.31 feet to a point. (3) Thence proceed North 24°00'00" West for a distance of 165.0 feet to a point. (4) Thence proceed North 66°00'00" East for a distance of 180.31 feet to the point or place of beginning.

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EXHIBIT "A"
SHEET 1

CONQUISTADOR CONDOMINIUM II

A 3 STORY CONDOMINIUM APARTMENT BUILDING

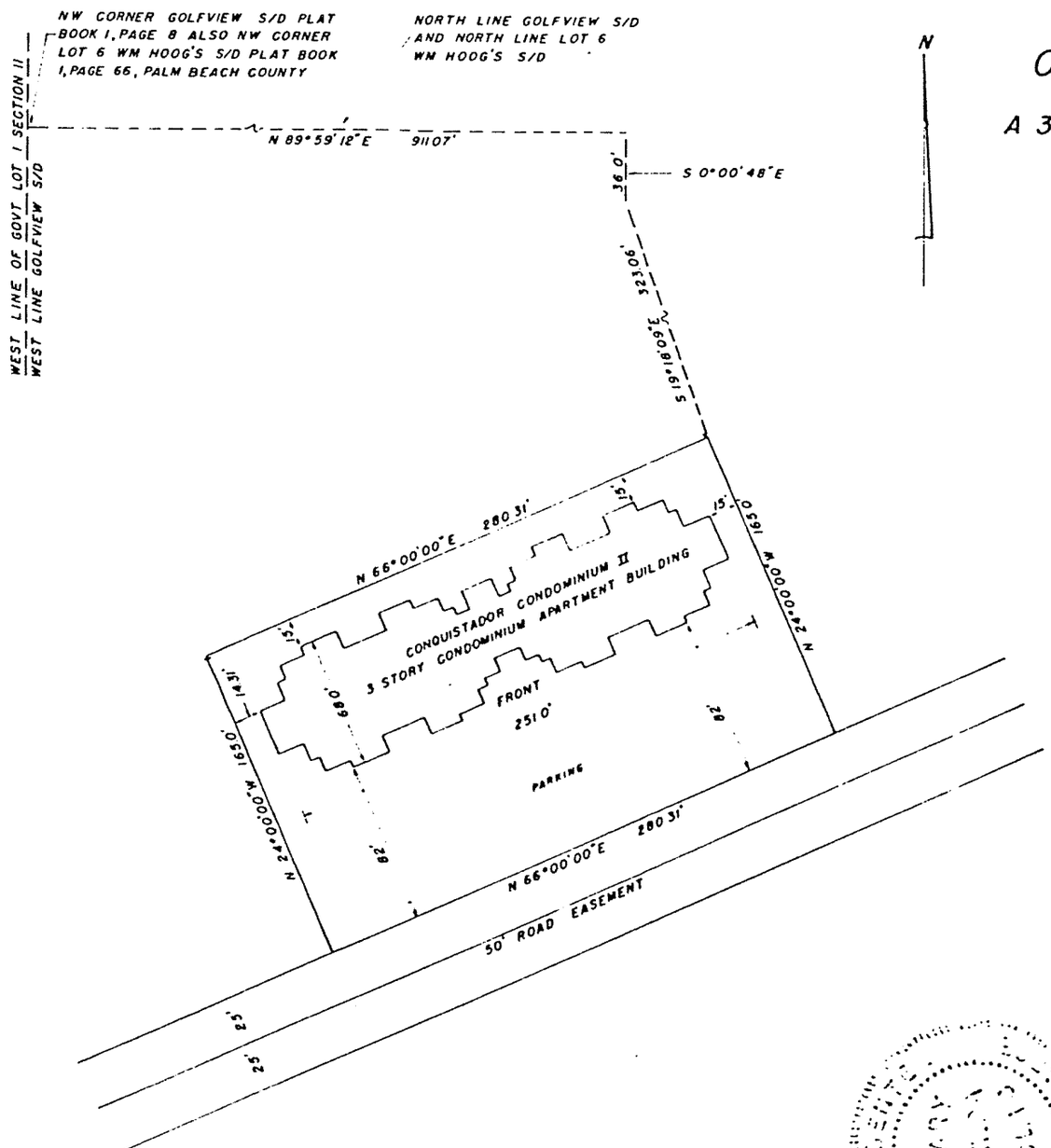

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EXHIBIT "A"
SHEET 2

DESCRIPTION

A PARCEL OF LAND LYING IN SECTION 11, TOWNSHIP 38 SOUTH, RANGE 41 EAST, AND LYING AND BEING IN GOLFVIEW SUBDIVISION, NOW PARTIALLY ABANDONED, AND BEING MORE FULLY DESCRIBED AS FOLLOWS.

BEGINNING AT A POINT ON THE WEST LINE OF GOVERNMENT LOT 1 OF SAID SECTION 11, SAID POINT BEING THE NORTHWEST CORNER OF GOLFVIEW SUBDIVISION, NOW PARTIALLY ABANDONED, AS RECORDED IN PLAT BOOK 1, PAGE 8, MARTIN COUNTY, FLORIDA, PUBLIC RECORDS AND SAID CORNER ALSO BEING THE NORTHWEST CORNER OF LOT 6 OF WM. HOOG'S SUBDIVISION AS RECORDED IN PLAT BOOK 1, PAGE 66, PALM BEACH COUNTY, NOW MARTIN COUNTY, FLORIDA, PUBLIC RECORDS. THENCE PROCEED NORTH 89°59'12" EAST ALONG THE NORTH LINE OF SAID GOLFVIEW SUBDIVISION AND ALSO BEING ALONG THE NORTH LINE OF SAID LOT 6 OF THE WM. HOOG'S SUBDIVISION, FOR A DISTANCE OF 911.07 FEET TO A POINT. THENCE PROCEED SOUTH 0°00'48" EAST FOR A DISTANCE OF 36.0 FEET TO A POINT. THENCE PROCEED SOUTH 19°18'09" EAST FOR A DISTANCE OF 323.06 FEET TO THE POINT OR PLACE OF BEGINNING. (1) THENCE PROCEED SOUTH 24°00'00" EAST FOR A DISTANCE OF 165.0 FEET TO A POINT. (2) THENCE PROCEED SOUTH 66°00'00" WEST FOR A DISTANCE OF 280.31 FEET TO A POINT. (3) THENCE PROCEED NORTH 24°00'00" WEST FOR A DISTANCE OF 165.0 FEET TO A POINT. (4) THENCE PROCEED NORTH 66°00'00" EAST FOR A DISTANCE OF 280.31 FEET TO THE POINT OR PLACE OF BEGINNING.

CERTIFICATE

I HEREBY CERTIFY THAT THE SURVEY AS SHOWN ON THE ATTACHED SHEETS 1 THROUGH 5 WAS MADE UNDER MY DIRECTION AND THAT THE DIMENSIONS AND ANGLES AS SHOWN ARE CORRECT.

I FURTHER CERTIFY THAT THE PLAT OF CONQUISTADOR CONDOMINIUM II SHEETS 1 THROUGH 5 CONSTITUTES A CORRECT REPRESENTATION OF THE IMPROVEMENTS LOCATED UPON THE REAL PROPERTY DESCRIBED HEREIN AND THAT THERE CAN BE DETERMINED THEREFROM THE IDENTIFICATION, LOCATION, DIMENSION AND SIZE OF THE COMMON ELEMENTS AND OF EACH CONDOMINIUM UNIT THEREIN.

D. P. DeBerry

D. P. DEBERRY
REGISTERED LAND SURVEYOR
FLA. CERT. NO. 1446

SUBSCRIBED AND SWORN TO BEFORE ME ON July 26, 1971
1971, AT STUART, MARTIN COUNTY, FLORIDA.

Jane R. Bestel

NOTARY PUBLIC, STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES October 27, 1971

REVISIONS		
NO.	DATE	BY
1		
2		
3		
4		

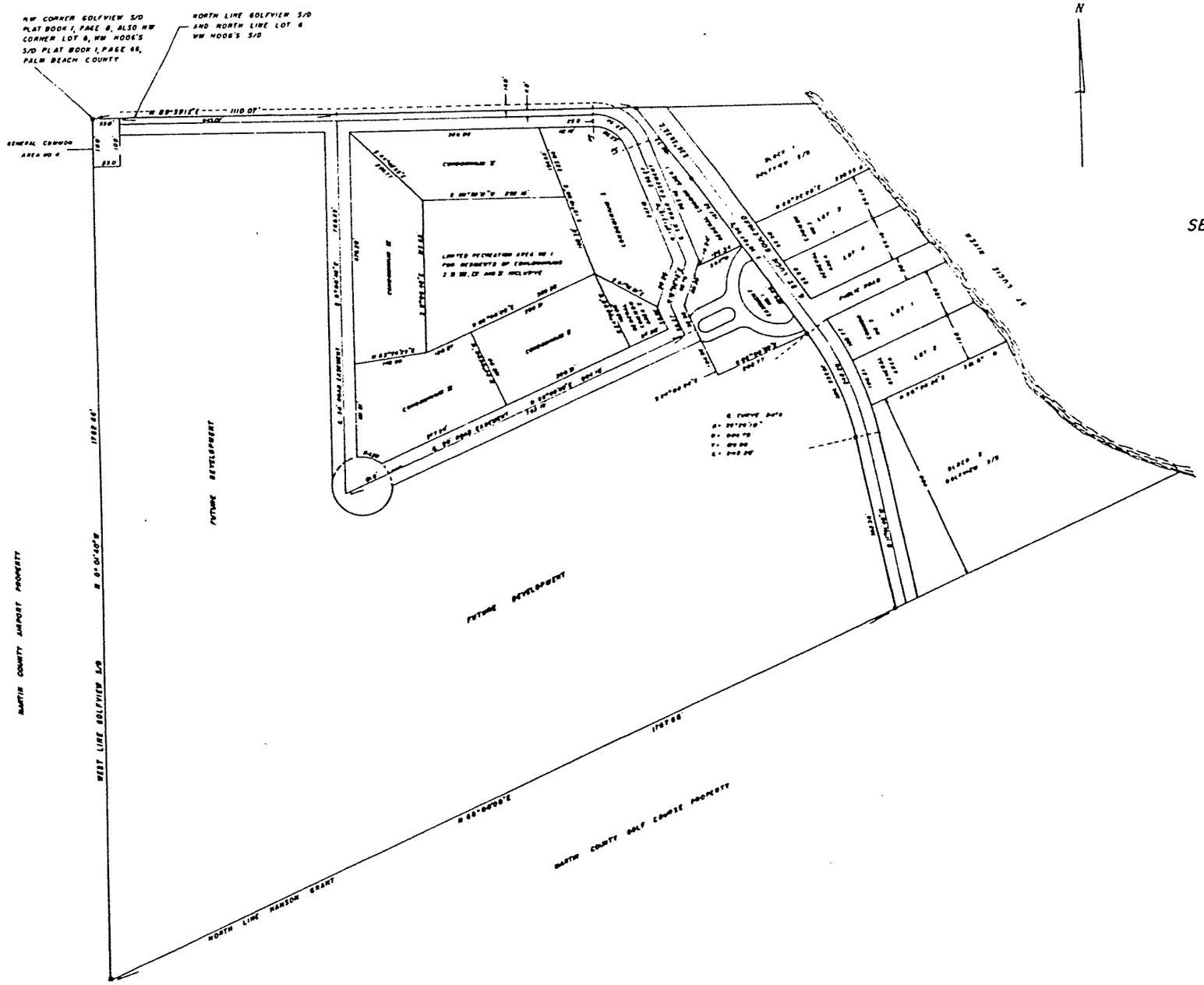
D.P. DEBERRY & ASSOCIATES
227 WEST OSCEOLA AVE.
STUART FLA.

DRAWN BY L.E. SCALE 1"=500' MATERIAL

LIMITED RECREATION AREA NO. I

A parcel of land lying in Section 11, Township 38 South, Range 41 East, and lying and being in Golfview Subdivision, now partially abandoned, and being more fully described as follows:

Beginning at a point on the West line of Government Lot 1 of Said Section 11, said point being the Northwest corner of Golfview Subdivision, now partially abandoned, as recorded in Plat Book 1, Page 8, Martin County, Florida, Public Records and said corner also being the Northwest corner of Lot 6 of Wm. Hoog's Subdivision as recorded in Plat Book 1, Page 66, Palm Beach County, now Martin County, Florida Public Records. Thence proceed North 89°59'12" East along the North Line of said Golfview Subdivision and also being along the North line of said Lot 6 of the Wm. Hoog's Subdivision for a distance of 911.07 feet to a point. Thence proceed South 0°00'48" East for a distance of 36.00 feet to a point. Thence proceed South 19°18'90" East for a distance of 154.68 feet to the point or place of beginning. (1) Thence continue South 19°18'09" East for a distance of 168.38 feet to a point. (2) Thence proceed South 66°00'00" West for a distance of 380.58 feet to a point. (3) Thence proceed North 0°00'48" West for a distance of 313.65 feet to a point. (4) Thence proceed North 89°59'12" East for a distance of 292.10 feet to the point or place of beginning.



LOCATION MAP FOR CONQUISTADOR CONDOMINIUMS I, II, III, IV AND V INCLUSIVE

SECTION 11, TOWNSHIP 38 SOUTH, RANGE 41 EAST, MARTIN COUNTY FLA.

O.R. BOOK 329 682

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EXHIBIT "B"
SHEET 2

D.P. DEBERRY & ASSOCIATES
227 WEST OSCEOLA AVE.
STUART FLA.
L.F. 1" = 100'
FEB 1971
2

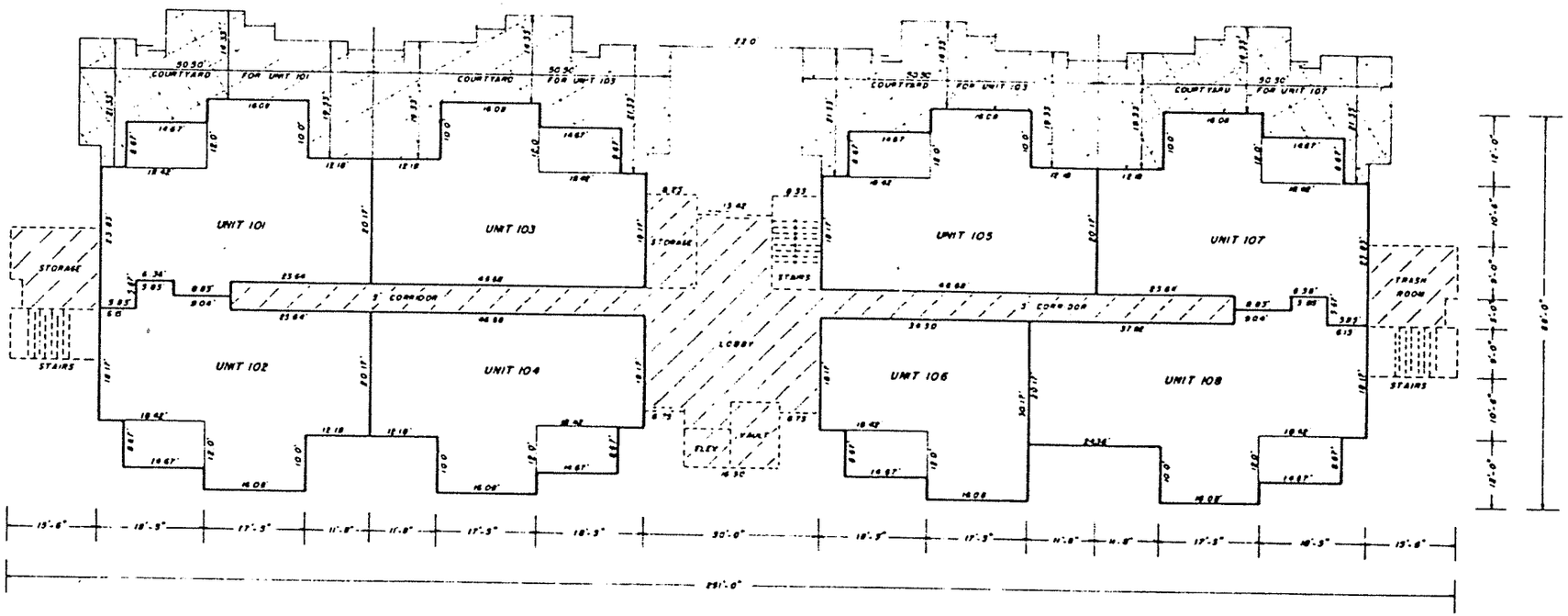
SHEET 2 OF 5 SHEETS

CONQUISTADOR CONDOMINIUM II

A 3 STORY CONDOMINIUM APARTMENT BUILDING
SECTION 11, TOWNSHIP 38 SOUTH, RANGE 41 EAST, MARTIN COUNTY FLA.

GROUND FLOOR

BUILDING FRONT



LEGEND

CONDOMINIUM UNITS ENCLOSED THUS ———

COMMON ELEMENTS SHOWN BY BROKEN LINES THUS - - - - -

LIMITED COMMON ELEMENTS

ELEVATIONS

37.05'	TOP ROOF PANELS
35.50'	TOP ROOF SLAB
34.40	CEILING
26.40'	THIRD FLOOR
25.50'	CEILING
17.50'	SECOND FLOOR
16.20'	CEILING
8.20'	FIRST FLOOR

D.P. DEBERRY & ASSOCIATES

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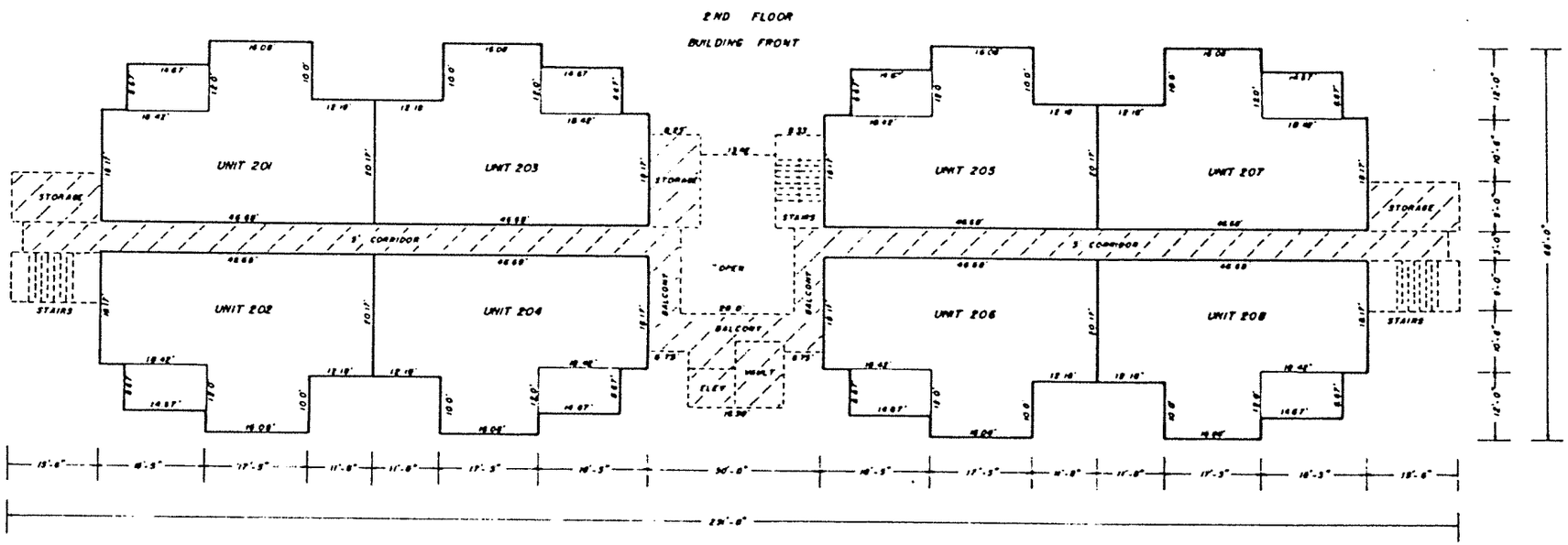
O.R. BOOK 329 683

EXHIBIT "C"
SHEET 1

CONQUISTADOR CONDOMINIUM II

A 3 STORY CONDOMINIUM APARTMENT BUILDING
SECTION 11, TOWNSHIP 38 SOUTH, RANGE 41 EAST, MARTIN COUNTY FLA.



LEGEND

CONDOMINIUM UNITS ENCLOSED THUS ———

COMMON ELEMENTS SHOWN BY BROKEN LINES THUS - - - - -

O.R. BOOK 329 684

C.R. BOOK 601 PAGE 2160

EXHIBIT "C"

SHEET 2

27

D.P. DEBERRY & ASSOCIATES

SCALE 1"=10.0' | APPROVED BY | DRAWN BY L.F.

DATE JUNE 1971 | REVISED

227 WEST OSCEOLA AVE

CONQUISTADOR CONDOMINIUM II

A 3 STORY CONDOMINIUM APARTMENT BUILDING
SECTION 11, TOWNSHIP 38 SOUTH, RANGE 41 EAST, MARTIN COUNTY FLA.

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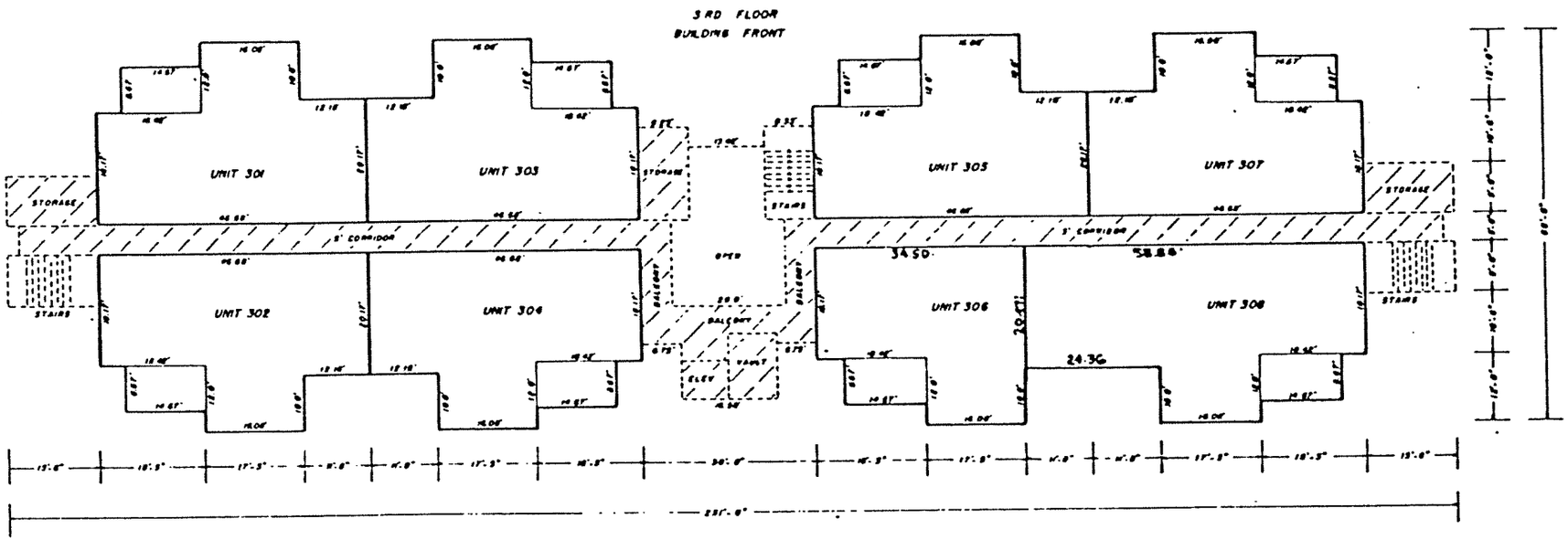
O.R. BOOK 329 685

EXHIBIT "C"

SHEET 3



LEGEND

CONDOMINIUM UNITS ENCLOSED THUS ———

COMMON ELEMENTS SHOWN BY BROKEN LINES THUS - - - - - -

D.P. DEBERRY & ASSOCIATES

GENERAL COMMON AREAS

1. General Common Area No. 1

A parcel of land lying in Section 11, Township 38 South, Range 41 East, and lying and being in Golfview Subdivision, now partially abandoned, and being more fully described as follows:

Beginning at a point on the West line of Government Lot 1 of said Section 11, said point being the Northwest corner of Golfview subdivision, now partially abandoned, as recorded in Plat Book 1, Page 8, Martin County, Florida, Public Records and said corner also being the Northwest corner of Lot 6 of Wm. Hoog's Subdivision as recorded in Plat Book 1, Page 66, Palm Beach County, now Martin County, Florida, Public Records. Thence proceed North 89°59'12" East along the North line of said Golfview Subdivision and also being along the North line of said Lot 6 of the Wm. Hoog's Subdivision for a distance of 1110.07 feet to a point on the Westerly right of way line of St. Lucie Blvd. as shown on said Plat of Golfview Subdivision to the point or place of beginning. (1) Thence proceed South 36°36'55" East along the Westerly right of way line of St. Lucie Blvd. for a distance of 186.53 feet to a point. (2) Thence proceed South 35°07'50" East along the Westerly right of way line of St. Lucie Blvd. for a distance of 167.35 feet to a point. (3) Thence proceed South 66°00'00" West for a distance of 106.34 feet to a point on the Easterly right of way line of a 50 foot road easement. (4) Thence proceed North 16°52'43" East along the Easterly right of way line of said 50 foot road easement for a distance of 14.24 feet to a point. (5) Thence proceed North 19°13"15" West along the Easterly right of way line of said 50 foot road easement for a distance of 263.42 feet to the point of curve of a curve to the left or Westerly, said curve having a radius of 121.47 feet and said curve also being concave to the Southwest. (6) Thence proceed Northwesterly along the arc of said curve through a central angle of 43°00'46" for a distance of

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EXHIBIT "D"

91.19 feet to a point on the North line of the above described Golfview Subdivision. (7) Thence proceed North 89°59'12" East along the North line of said Golfview Subdivision for a distance of 30.29 feet to a point on the Westerly right of way line of said St. Lucie Blvd. and the point or place of beginning.

2. General Common Area No. 2

A parcel of land lying in Section 11, Township 38 South, Range 41 East, and lying and being in Golfview Subdivision, now partially abandoned, and being more fully described as follows:

Beginning at a point on the West line of Government Lot 1 of said Section 11, said point being the Northwest corner of Golfview Subdivision, now partially abandoned, as recorded in Plat Book 1, Page 8, Martin County, Florida, Public records and said corner also being the Northwest corner of Lot 6 of Wm. Hoog's Subdivision as recorded in Plat Book 1, Page 66, Palm Beach County, now Martin County, Florida, Public Records. Thence proceed North 89°59'12" East along the North line of said Golfview Subdivision and also being along the North line of said Lot 6 of the Wm. Hoog's Subdivision, for a distance of 911.07 feet to a point. Thence proceed South 0°00'48" East for a distance of 36.0 feet to a point. Thence proceed South 19°18'09" East for a distance of 323.06 feet to the point or place of beginning. (1) Thence proceed South 24°00'00" East for a distance of 165.0 feet to a point on the Northerly right of way line of a 50 foot road easement. (2) Thence proceed North 66°00'00" East along the Northerly right of way line of said 50 foot road easement for a distance of 87.0 feet to a point on the Westerly right of way line of a 50 foot road easement. (3) Thence proceed North 24°00'00" West along the Westerly right of way line of a 50 foot road easement for a distance of 50.59 feet to a point. (4) Thence proceed North 61°19'01" West for a distance of 143.73 feet to the point or place of beginning.

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EXHIBIT "D"

3. General Common Area No. 3

Lot 3 and 4, Block 1 and Lots 1 and 2, Block 2. Golfview Subdivision as recorded in Plat Book 1, Page 8, Martin County, Florida, Public Records.

4. General Common Area No. 4

A parcel of land lying in Section 11, Township 38 South, Range 41 East, and lying and being in Golfview Subdivision, now partially abandoned, and being more fully described as follows:

(1) Beginning at a point on the West line of Government Lot 1 of said Section 11, said point being the Northwest corner of Golfview Subdivision, now partially abandoned, as recorded in Plat Book 1, Page 8, Martin County, Florida. Public Records and said corner also being the Northwest corner of Lot 6 of Wm. Hoog's Subdivision as recorded in Plat Book 1, Page 66, Palm Beach County, now Martin County, Florida, Public Records. Thence proceed North 89°59'12" East along the North Line of said Golfview Subdivision and also being along the North line of Said Lot 6 of the Wm. Hoog's Subdivision for a distance of 55.00 feet to a point. (2) Thence proceed South 00°01'40" East for a distance of 100.00 feet to a point. (3) Thence proceed South 89°59'12" West for a distance of 55.00 feet to a point on the West line of said Golfview Subdivision. (4) Thence proceed North 00°01'40" West along the West line of said Golfview Subdivision for a distance of 100.0 feet to the Northwest corner of said Golfview Subdivision and the point or place of beginning.

5. General Common Area No. 5

A parcel of land lying in Section 11, Township 38 South, Range 41 East, and lying and being in Golfview Subdivision, now partially abandonned, and being more fully described as follows:

Beginning at a point on the West line of Government Lot 1 of said Section 11, said point being the Northwest corner of Golfview Subdivision, now partially abandoned, as recorded in Plat Book 1, Page 8, Martin County, Florida, Public Records and said corner also being the Northwest corner of Lot 6 of Wm. Hoog's Subdivision as recorded in Plat Book 1, Page 66, Palm Beach County, now Martin County, Florida, Public Records. Thence proceed North 89°59'12" East along the North line of said Golfview Subdivision and also being along the North line of said Lot 6 of the Wm. Hoog's Subdivision for a distance of 1110.07 feet to a point on the Westerly right of way line of St. Lucie Blvd. as shown on said Plat of Golfview Subdivision Thence proceed South 36°36'55" East along the Westerly right of way line of St. Lucie Blvd. for a distance of 186.53 feet to a point. Thence proceed South 35°07'50" East along the Westerly right of way line of St. Lucie Blvd. for a distance of 167.35 feet to the point of place of beginning. (1) Thence proceed South 66°00'00" West for a distance of 106.34 feet to a point on the Easterly right of way line of a 50 foot road easement. (2) Thence proceed South 16°52'43" West along the Easterly line of said road easement for a distance of 80.39 feet to a point. (3) Thence proceed South 24°00'00" East along the Easterly line of said 50 foot road easement and the projection thereof for a distance of 161.91 feet to a point. (4) Thence proceed North 66°00'00" East for a distance of 202.77 feet to a point on the Westerly right of way line of St. Lucie Blvd. (5) Thence proceed North 35°07'50" West along the Westerly right of way line of St. Lucie Blvd. for a distance of 226.96 feet to the point or place of beginning.

EXHIBIT "D"

6. General Common Area No. 6

A 50 foot road easement lying in Section 11, Township 38 South, Range 41 East, and lying and being in Golfview Subdivision, now partially abandoned, and whose center line is described as follows:

Beginning at a point on the West line of Government Lot 1 of said Section 11, said point being the Northwest corner of Golfview Subdivision, now partially abandoned, as recorded in Plat Book 1, Page 8, Martin County, Florida, Public Records and said corner also being the Northwest corner of Lot 6 of Wm. Hoog's Subdivision as recorded in Plat Book 1, Page 66, Palm Beach County, now Martin County, Florida, Public Records. Thence proceed North 89°59'12" East along the North line of said Golfview Subdivision and also being along the North line of said Lot 6 of the Wm. Hoog's Subdivision for a distance of 1110.07 feet to a point on the Westerly right of way line of St. Lucie Blvd. as shown on the said Plat of Golfview Subdivision. Thence proceed South 36°36'55" East along the Westerly right of way line of St. Lucie Blvd. for a distance of 186.53 feet to a point. Thence proceed South 35°07'50" East along the Westerly right of way line of St. Lucie Blvd. for a distance of 167.35 feet to a point. Thence proceed South 66°00'00" West for a distance of 106.34 feet to a point on the Easterly right of way line of a 50 foot road easement. Thence proceed South 16°52'43" West along the Easterly line of said road easement for a distance of 30.89 feet to a point. Thence proceed South 24°00'00" East along the Easterly line of said 50 foot road easement for a distance of 56.96 feet to the point or place of beginning. (1) Thence proceed South 66°00'00" West for a distance of 25.00 feet to a point. (2) Thence proceed North 24°00'00" West for a distance of 66.27 feet to a point. (3) Thence proceed North 16°52'43" East for a distance of 95.79 feet to a point. (4) Thence proceed North 19°13'15" West for a distance of 255.27 feet to a point. Said point being the point of a curve to the left or West. (5) Thence proceed along the arc of said curve to the left whose radius is 96.47 feet, through a central angle of 70°47'33" for a distance of 116.53 feet

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to the end of said curve. (6) Thence proceed South 89°59'12" West along a line parallel to and 11.0 feet South of the North line of Said Golfview Subdivision for a distance of 523.10 feet to a point. (7) Thence proceed South 0°00'48" East for a distance of 768.25 feet to a point. (8) Thence proceed North 66°00'00" East for a distance of 38.0 feet to the center of a circle that has a radius of 61.0 feet. Said circle also being an easement of ingress and egress and roadway purposes. (9) Thence continue North 66°00'00" East for a distance of 750.19 feet to the point or place of beginning.

Also...

Beginning at a point on the North line of said Golfview Subdivision said point being 500.07 feet North 89°59'12" East of the Northwest corner of said Golfview Subdivision. Thence proceed South 0°00'48" East for a distance of 11.00 feet to the point or place of beginning. Said point or place of beginning being the same point as described in Call no. 6 of the above description. Thence proceed South 89°59'12" West along a line parallel to and 11.00 feet South of the North line of Said Golfview Subdivision for a distance of 445.07 feet to a point and the end of said road easement.

Excepting any and all of that part of the above described road easement that lies North of the North line of said Golfview Subdivision.

Said easements and right of use is a nonexclusive easement and right of use to be exercised in common with all residents of The Project as same is designated herein.

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MAY 7 A 8:50

EXHIBIT "D"