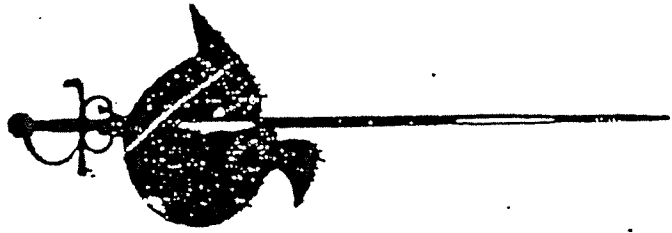


# Conquistador

STUART, FLORIDA

CONDOMINIUM V  
ASSOCIATION INC.



# Conquistador

STUART, FLORIDA

CONDOMINIUM V  
ASSOCIATION INC.

SECTION (1) DECLARATION OF CONDOMINIUM

CONTAINS CHANGES MADE BY

AMENDMENT No. 1 CANCELLATION OF LONG  
TERM LEASE DATED JUNE 29, 1976

AMENDMENT No. 2 AMENDED ARTICLES ~~XIX~~ AN  
~~XX~~ DATED NOVEMBER 24, 1982

AMENDMENT No 3 - ATTACHED

Section (1)  
Reprinted

INSTR # 2130247  
OR BK 02373 PG 2857  
Pg 2857 (1pg)  
RECORDED 02/13/2009 12:26:40 PM  
MARSHA EWING  
CLERK OF MARTIN COUNTY FLORIDA  
RECORDED BY S Phoenix

PROPOSED AMENDMENT  
TO THE  
DECLARATION FOR THE CREATION  
OF  
CONQUISTADOR CONDOMINIUM V

The following is a proposed amendment to Article XIX, the addition of Section 14 of the Declaration for the Creation and Establishment of Conquistador Condominium V. Underlining indicates new language. This amendment, if approved by seventy-five percent (75%) of the owners, will be effective upon recording in the Martin County Public Records.

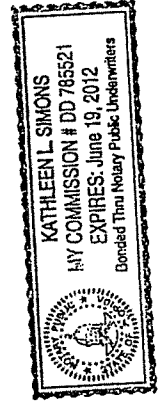
Section 14. Smoking is prohibited in all condominium units in Building V with the exception for the current owners 101 and 207. When title to unit 101 is changed, the smoking ban will apply and when title to unit 207 is changed, the smoking ban will apply. The rule that prohibits smoking in the common areas of a condominium building is found in Florida Statute 368.

Diane C. Schilling, Pres. FEB. 13, 2009  
DIANE C. SCHILLING, PRES.

FLORIDA JURAT (F.S. 117.03)

No. 5186

STATE OF FLORIDA  
COUNTY OF Martin



Sworn to (or affirmed) before me this 13<sup>th</sup> day of February, 192009.

by Diane C. Schilling, who is/are personally known to me or  
has/have produced New York State Driver License as identification.  
(Type of identification)

Kathleen L. Simons Notary Public - State of Florida  
(Signature)

Kathleen L. Simons (Name of Notary typed, printed or stamped)

(SEAL ABOVE)

ATTENTION NOTARY: Although the information requested below is OPTIONAL, it could prevent fraudulent attachment of this certificate to unauthorized document.

THIS CERTIFICATE  
MUST BE ATTACHED  
TO THE DOCUMENT  
DESCRIBED AT RIGHT:

Title or Type of Document Proposed Amendment  
Number of Pages 1 Date of Document Signed Feb 13, 2009  
Signer(s) Other than Named Above \_\_\_\_\_

RECORD VERIFIED

CERTIFICATE OF AMENDMENT III

810277

FOR

CONQUISTADOR CONDOMINIUM V ASSOCIATION, INC.

OF

DECLARATION OF CONDOMINIUM

At the Annual Meeting of Conquistador Condominium V Association, Inc. held on November 16, 1989 at 9:30 A.M., the following amendments were adopted to the Declaration of Condominium.

Article XIX, Section 11 was amended to read as follows:

No unit owner, or approved lessee of unit owner, shall permit any child under the age of eighteen years to reside in any of the units for more than three (3) weeks in any six (6) month period.

The six (6) month period shall be calculated from the start of the visitation period of the child. Except for persons already occupying the unit, no unit shall be occupied or be permitted to be occupied unless there is at least one person occupying the unit who has attained the age of 55 years.

Article XX, Section 1(a) was amended to read as follows:

SALES. No Conquistador unit shall be sold for any purpose other than as for single-family residence or dwelling. No residence shall be sold or transferred to other than single-family ownership. As that term is used herein and also in Section 1 of Article XIX of the Declaration of Condominium, the term "single family" shall mean one person or a group of two or more persons related by blood, marriage or legal adoption. All sales are subject to the age restrictions as set forth in Section 11, Article XIX. Upon application, proof of age shall be presented to the Board of Directors.


Article XX, Section 2(a)6. is created to read:

a.6 All leases are subject to the age restrictions as set forth in Section II, Article XIX. Upon application, proof of age shall be presented to the Board of Directors.

IT IS FURTHER CERTIFIED that the resolution adopting the above amendments was duly approved by an affirmative vote in excess of 75% of the members of the Association at its Annual Meeting held on November 16, 1989, all in accordance with the requirements of the Declaration of Condominium for amendment, and that said resolution appears upon the minutes of the meeting and is unrevoked.

EXECUTED at Stuart, Florida this 30<sup>th</sup> day of Jan., 199

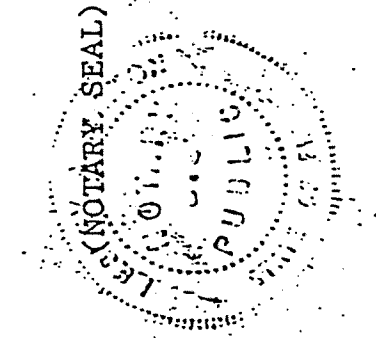
CONQUISTADOR CONDOMINIUM V  
ASSOCIATION, INC.


Attest:   
David Stevenson  
Secretary

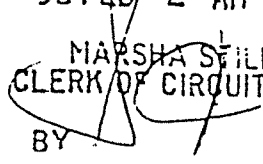
BY:   
Howard Ashby, President

STATE OF FLORIDA)  
COUNTY OF MARTIN)

The foregoing Certificate of Amendment as acknowledged before me this 30<sup>th</sup> day of January, 1990 by Howard Ashby, President and David Stevenson, Secretary respectively of CONQUISTADOR CONDOMINIUM V ASSOCIATION, INC., a Florida corporation not for profit, on behalf of the Corporation.



  
Notary Public  
My Commission Expires  
NOVARY PUBLIC STATE OF FLORIDA AT LARGE  
MY COMMISSION EXPIRES NOVEMBER 06, 1993  
BONDED THRU ASHTON AGENCY, INC.

FILED FOR RECORD  
MARTIN CO., FLA.  
90 FEB -2 AM 9:02  
MARSHA STILLER  
CLERK OF CIRCUIT COURT  
BY  O.C.

ARTICLE IV  
1ST AMENDMENT

3. Said Declaration is further amended by deleting Article IV in its entirety and inserting in lieu thereof the following:

"ARTICLE IV  
Recreational Area and Other Commonly Used Facilities

and

Limited Recreational Area No. 1

COQUISTADOR CONDOMINIUM V is included in and is a part of a larger development or project of Developer known as "Coquistador Club and Apartments" (hereinafter called "the Project"). The Project is subject to that certain Declaration of Covenants and Restrictions recorded in Official Records Book 394 at Pages 2683 through 2702, 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. Developer, pursuant to said Declaration of Covenants and Restrictions, has organized a Homeowners' Association known as Coquistador Homeowners' Association, Inc., a Florida corporation not for profit. All owners of units in Coquistador Condominium V shall be members of the Association and shall abide by the rules and regulations of the Association and shall pay such assessments and dues as may be levied by the 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. The assessment and payment for the maintenance expenses of the Recreational Area and the other commonly used facilities shall continue to be pursuant to Articles XIII and XIV of that certain Management, Maintenance and Operational Agreement dated the 31st day of March, 1972, as recorded in Official Records Book 317, beginning on Page 1197, of the Public Records of Martin County, Florida, until three hundred (300) condominium units have been sold in the Project, notwithstanding the provisions of said Declaration of Covenants and Restrictions. At the time three hundred (300) condominium units have been sold, as evidenced by the recording of the respective deeds to the unit owners, assessments for the maintenance expenses of said Recreational Area 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. Assessments of the Homeowners' Association are hereby declared to be a common expense of the condominium.

Limited Recreational Area No. 1, more particularly described in Article III of this Declaration of Condominium, does not conform to PAGE 3A

(255236)

SS. 406 N/1590

ARTICLE V.

Identification of Units

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

ARTICLE IV (CONTD)

stitute 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 Coquistador Condominiums I through V, inclusive, and unit owners covenant and agree that Coquistador Condominium V Association, Inc. shall pay Twenty (20%) percent of the total cost of maintenance, repair and replacement of said Recreational Area, as improved, payable monthly and that the use of said area shall be subject to such reasonable rules and regulations as are from time to time promulgated by Coquistador Corporation, a Florida corporation, for such time as said corporation has the right to promulgate said rules and regulations pursuant to any Lease with Lease with either Coquistador Condominium I, II, III or IV, or pursuant to Management Agreement with the condominium."

(255234)

OR  
Book 406 Page 1891

ARTICLE VI.

Survey, Plot Plan and Graphic  
Description of Improvements

Exhibit "D" attached hereto and made a part hereof, and consisting of five (5) pages, contains all information, matters and things as required by F.S.A. ~~711-00(1)(e)~~ **718.10X(4)(k)**.

ARTICLE VII.

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

<u>Unit Number</u>	<u>Percentage of Interest in Common Elements</u>
101	4.18422
102	4.21379
103	4.10292
104	4.10292
105	4.10292
106	4.10292
107	4.18422
108	4.21379
201	3.98462
202	4.17683
203	3.98462
204	4.17683
205	3.98462
206	4.17683
207	3.98462
208	4.17683
301	4.06594
302	5.87713
303	4.06594
304	3.48931
305	4.06594
306	4.25815
307	4.06594
308	4.25815

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:

<u>Unit Number</u>	<u>Percentage of Common Expenses and Surplus</u>
101	4.33735
102	4.33735
103	4.13252
104	4.13252
105	4.13252
106	4.13252
107	4.33735
108	4.33735
201	4.13252
202	4.13252
203	4.13252
204	4.13252
205	4.13252
206	4.13252
207	4.13252
208	4.13252
301	4.13252
302	5.07059
303	4.13252
304	3.19465
305	4.13252
306	4.13252
307	4.13252
308	4.13252

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 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, and the provisions of subparagraph (1) hereof, 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 V ASSOCIATION, INC., a corporation not for profit under the laws of the State of Florida. A copy of the Articles of Incorporation of the Association are attached hereto as Exhibit "B" 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 By-Laws of this Condominium are set forth in Exhibit "C" 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.

##### Assessments

Moneys or funds for the payment of common expenses shall be assessed against unit owners in the percentage of their common expenses

170531

DECLARATION  
FOR  
THE CREATION AND ESTABLISHMENT OF

CONQUISTADOR CONDOMINIUM V  
(Pursuant to the Condominium Act)

ARTICLE I.

Submission Statement

The undersigned hereby submits the condominium property, as same is hereafter described, to condominium ownership.

ARTICLE II.

The name by which this condominium is to be identified is  
CONQUISTADOR CONDOMINIUM V.

ARTICLE III. -- 1ST AMENDMENT

2. The Declaration of Condominium of Conquistador Condominium V, be and the same is hereby amended by deleting Article III in its entirety and substituting in lieu thereof, the following:

\*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" attached hereto 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 as follows:

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 Northeast 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 North-west corner of Lot 6 of Ms. Hogg'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 Ms. Hogg's Subdivision for a distance of 111.07 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°18'09" 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 180.58 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.

DEMISED PREMISES

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 the point or place of beginning. (1) Thence proceed South 19°18'09" East for a distance of 154.68 feet to a point. (2) Thence proceed South 89°59'12" West for a distance of 292.10 feet to a point. (3) Thence proceed North 44°48'59" West for a distance of 205.77 feet to a point. (4) Thence proceed North 89°59'12" East for a distance of 386.0 feet to the point or place of beginning.

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 attorneys' fees 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, as authorized and provided in Article XV herein.

#### ARTICLE XV. - 1ST AMENDMENT SEE PAGE 7

The Association, through its Board of Directors, shall purchase an insurance policy insuring the building and improvements erected upon the property, all fixtures and personal property owned in common by the unit owners, against loss or damage by fire and hazards covered by windstorm and extended coverage endorsement; such policy shall be in an amount which shall be equal to the maximum insurable replacement value as determined annually by the insurance carrier. The policy shall be purchased in the name of the Association for the benefit of the Association, the unit owners, their mortgagees, ~~and their successors~~. ~~In~~, as their interests may appear; and provisions shall be made for the issuance of mortgagee endorsements to the mortgagees of the respective units.

In the event of loss, the Association shall use the net insurance proceeds to repair and replace damage to real or personal property covered by the policy, with any excess to be payable to the unit owners, their mortgagees ~~and their owners~~ as their interests may appear. Any reconstruction, repair, or replacement shall be in accordance with the plans and specifications for the original building prepared by Carson Bennett Wright, Architect, said plans being on file with the Building Department of the Governmental Agency having jurisdiction thereover.

If the insurance proceeds are insufficient to cover the loss, the Association shall levy an assessment against the unit owners in accordance with this Declaration, to cover any deficiency.

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, their mortgagees, ~~and their owners~~ as their interests may appear.

In addition to the above and foregoing insurance, the Association, through its Board of Directors, shall purchase and keep in effect policies of insurance generally known as public liability policies and/or landowner, landlord and tenant policies insuring ~~the owner~~, the Association and its members, against all claims and demands made by any person or persons, whomsoever for injuries received in connection with the use, operation or maintenance of the condominium property, buildings, and improvements, to the extent of not less than \$300,000.00 to cover the claim or damage for personal injuries from any single, specific cause, to any one person, and to the extent of not less than \$500,000.00 to cover, in connection with any one particular accident or occurrence.

(255236) Said Declaration is further amended by deleting from Article

XV thereof the words "and the fee owner-Lessor" in each instance where said words appear and by deleting "said insurance to be written in companies acceptable to fee owner-Lessor".

*ST. BERNARDINE*

OR  
Book 406  
Page  
1891

the total aggregate of any claims for personal injuries that may arise or be claimed to have arisen against the ~~feeder~~ or the Association and its members as aforesaid. Said insurance shall also provide for \$50,000.00 property damage insurance. ~~Sub~~

~~to be substituted by the Board.~~

255236

ARTICLE XVI. COMMON ELEMENTS / AMENDMENT  
Declaration is

further amended by deleting from Article XVI thereof the words "leased land" and substituting in lieu thereof the words "all property more particularly described in Article III hereof as amended". *OK Book 406 Page 1891*

The common elements shall include the ~~feeder~~ 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 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 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 a certain unit or units to the exclusion of other units.

Section 2. All unit owners shall keep and maintain their respective units in good condition and repair. Unit owners owning 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 slightly 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.

Q.R. 8-20-88 557  
AND Amendment to Article XIX of the Declaration of Condominium:  
A. Section 4 of Article XIX of the Declaration of Condominium is hereby deleted in its entirety and the following substituted therefor:

"Section 4. No unit owner, lessee, or guest of a condominium owner shall be permitted to have any four-legged pet whatsoever. No other pets will be permitted, other than birds (such as parakeets, canaries), and fish (such as goldfish and tropical varieties). No pets of any kind shall be raised for commercial purposes. However, the prohibition of four-legged pets shall not apply to owners of condominium units who, at the time this restriction is recorded among the Public Records of Martin County, Florida, shall own such a four-legged pet and registers it with the Board of Directors. Nevertheless, even in this instance, no replacement or substitute for the registered four-legged pet will be permitted."

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.

No unit owners shall enclose screened porches, except upon an affirmative vote of 75% of the entire membership electing to permit same to be enclosed and then same shall only be enclosed in conformity with a common plan to be approved by the 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 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 five 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, or 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 only be amended in the manner as provided for 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 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 it be 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 for such legal proceeding by the Association, provided that the Association has been successful in such litigation.

ARTICLE XX.

AND

Amendment to Article XX of the Declaration of Condominium:

A. Section 1, entitled "Sales", of Article XX of the Decla-

ration of Condominium is hereby deleted in its entirety and the following substituted therefor:

"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. As that term is used herein

and also in Section 1 of Article XIX of this Declaration of Condominium, the term "single family" shall mean one person or a group of two or more persons related by blood, marriage or legal adoption.

b. Prior to the sale or transfer of any Conquistador property, the Owner or his authorized agent shall submit a copy of the Contract of Sale or Transfer to his/her respective Board of Directors for approval at least thirty (30) days prior to the date 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.

c. During review of the Contract, the prospective buyer must be available for an in person interview by the respective Board of Directors. The Board of Directors' approval or disapproval shall be provided 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 purchase 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 Rules.

f. Property owners will be charged a \$50.00 fee by the Board for the processing of a Sales Contract."

**END**  
Amendment to Section 2 of Article XX of the Declaration of

Condominium:

A. Section 2, entitled "Leasing", of Article XX of the Dec-

laration of Condominium is hereby deleted in its entirety and the following substituted therefor:

BOOK 557 PAGE 1899

"Section 2. LEASING.

a. Condominium units may be leased subject to the following rules:

(1) 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.

- (2) Leases are limited to a minimum of three consecutive months each year, with no maximum on length of the Lease. No sub-leasing is permitted.
  - (3) No residence may be leased more than twice during each 12 month period.
  - (4) The owner or his/her authorized agent shall submit a copy of the Lease Agreement to the respective Board of Directors for approval at least 30 days prior to the effective date of the Lease or the occupancy date by the Lessee, whichever is earlier. The Board shall notify the owner in writing within 30 days of approval or disapproval of the Lease. During review of the Lease, the prospective Lessee may be requested to be available for interview by the Board.
  - (5) No Lessee will be allowed to keep any pet in their leased unit.
- b. Property 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 property 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 is fully acquainted with the rules of Conquistador."

**AND**  
Amendment to Article XX of the Declaration of Condominium:

A. Article XX of the Declaration of Condominium is hereby

amended by adding Sections 3 and 4 thereto as follows:

"Section 3. GUESTS.

- a. Property owners or approved Lessees shall be permitted to have guest occupants of any age for up to three weeks per individual, during any six months period.
- b. 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 when unit owner is not present when written approval has been 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".

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d. Property owners or Lessees are financially responsible for any damage caused by their guest.

Section 4. DEFINITIONS. The following definitions are provided to interpret or clarify the intended use of terminology as used in Section

3 above:

- a. GUEST - a visitor to a condominium unit owner's residence during a period of time in which the unit owner is continuously in residence, or if not present, when written authority has been granted to occupy the unit. The term "visitor is synonymous with the term "guest".
- b. FAMILY MEMBERS - a family member of a condominium unit owner shall be an immediate family member such as a mother, father, children, grandchildren, brothers, and sisters (of the condominium unit owner), but no other persons. The term "immediate family member" is synonymous with the term "family member".
- c. LESSEE - the individual or family having documented right to use the property of the condominium unit owner while that owner is not in residence."

V. DECLARATION OF CONDOMINIUM:

A. Except as amended, altered or modified herein, the said

Declaration of Condominium and the Amendment to Declaration of Condominium and Cancellation of Long Term Lease for Conquistador Condominium V are hereby ratified and confirmed, and shall remain in full force and effect in accordance with their original terms, conditions and provisions.

OR BOOK 557 PAGE 1901

82 NOV 24 P 3: 29

LOUISIANA  
NOTARY PUBLIC  
BY  82

- 138 -

CANCELLED BY 2ND AMENDMENT OK  
BOOK 557 PAGE 1899

~~CONDOMINIUM RESTRICTIONS~~  
~~the owner of owners of the respective units shall have the right~~  
to lease same, provided that all such leases are made subject to this  
Declaration, and the Condominium Act, and the lessee has been approved  
for occupancy in writing by the directors of the Association.

ARTICLE XXI.

Officers and Directors

The officers and directors of the Association who shall serve  
until their successors have been elected, as provided in the Articles  
of Incorporation and the By-Laws of the Association, are as follows:

- ~~NOT APPLICABLE NEW SUCCESSORS ELECTED EARLY YEAR~~
- |                              |                                      |
|------------------------------|--------------------------------------|
| <del>Robert J. Granger</del> | <del>P.O. Box 869</del>              |
| <del>Fred Fisher</del>       | <del>Stuart, Florida 33494</del>     |
| <del>Virginia E. Henri</del> | <del>1437 South Belcher Road</del>   |
| <del>Secretary</del>         | <del>Clearwater, Florida 33516</del> |
|                              | <del>P.O. Box 869</del>              |
|                              | <del>Stuart, Florida 33494</del>     |

ARTICLE XXII.

General

CONQUISTADOR CONDOMINIUM V 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.

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.

ARTICLE XXIV.

Management, Maintenance and  
Operation Agreement

AGREEMENT CANCELLED  
JUNE 30, 77 WHEN DEVELOPER  
TURNED PROPERTY OVER  
TO ASSOCIATIONS

The officers and directors of CONQUISTADOR CONDOMINIUM V ASSOCIATION, INC., have simultaneously herewith executed for, and on behalf of, said Association and its members a Management, Maintenance and Operational Agreement, a copy of said Agreement being attached hereto as Exhibit "E". Each member of the Association, by virtue of the acceptance and recordation of the Deed to the respective condominium parcels, shall have agreed by such acceptance:

(1) That they have ratified the acts of its officers in the execution of said Agreement by, and on behalf of, the Association,

and

(2) That they will comply with all of the terms and conditions of the said Agreement on their part to be kept and performed.

THIS DECLARATION for the Creation and Establishment of CONQUISTADOR CONDOMINIUM V, including exhibits attached hereto, made and entered into, and submitted this 31 day of March, A.D., 1972

Witnesses:

CONQUISTADOR CORPORATION,  
a Florida Corporation

Thomas C. Brock  
[Signature]

By [Signature] Vice President  
Attest Nancy J. Eberlin Asst. Secretary

DEMISED PREMISES

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 the point or place of beginning. (1) Thence proceed South 19°18'09" East for a distance of 154.68 feet to a point. (2) Thence proceed South 89°59'12" West for a distance of 292.10 feet to a point. (3) Thence proceed North 44°48'59" West for a distance of 205.77 feet to a point. (4) Thence proceed North 89°59'12" East for a distance of 386.0 feet to the point or place of beginning.

ARTICLES OF INCORPORATION  
OF  
CONQUISTADOR CONDOMINIUM V ASSOCIATION, INC.

The undersigned by these Articles associate themselves for the purpose of forming a corporation not for profit under Chapter 617, Florida Statutes 1967, and certify as follows:

ARTICLE I.

Name

The name of the corporation shall be CONQUISTADOR CONDOMINIUM V 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 V, a Condominium located upon those certain leased lands in Martin County, Florida, legally described on Exhibit "A" attached hereto 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 against members as apartment owners to defray the costs, expenses and losses of the condominium.
- b. To use the 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.
- 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 votes 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 to delegate to such manager all such powers and duties of the Association that are necessary in the opinion of the directors of the Association for manager to effectively manage same.
- i. To employ personnel to perform the services required for proper operation of the condominium.
- j. To acquire and enter into agreements whereby it acquires leaseholds, memberships or other possessory or use interests in lands or facilities including but not limited to country clubs, golf courses, marinas, and other recreational facilities, whether or not contiguous to the lands of the condominium, intended to provide for the enjoyment, recreation or other use or benefit of the unit owners.
- k. 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.
- l. To approve or disapprove the transfer, mortgage and ownership of apartments as may be provided by the Declaration of Condominium and the By-Laws.
- m. To employ personnel to perform the services required for proper operation of the condominium.
- n. To enforce, comply with, and abide by all the terms and conditions of the lease, creating the leasehold estate constituting (together with the leasehold improvements constructed, or to be constructed, thereon) the Condominium property.

3.3 All funds and the titles of 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.

#### ARTICLES IV.

##### Members

4.1 The members of the Association shall consist of all of the record owners of apartments in the condominium; and after 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 apartment.

4.4 The owner of each apartment shall be entitled to the vote as a member of the Association. 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 the number of Directors determined by the By-Laws, but not less than three Directors, and in the absence of such determination shall consist of three Directors. Directors need not be members of the Association.

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.

5.3 The Lessee and developer of the condominium property is Conquistador Corporation, a Florida corporation.

The first election of Directors shall not be held until after the developer has sold all of the respective condominium parcels, or until developer elects to terminate its control of the condominium, or until after June 15, 1973, whichever occurs first. The directors named in these Articles shall serve until the first election of Directors, and any vacancies in their number occurring before the first election shall be filled by the remaining directors.

5.4 The names and addresses of the members of the first Board of Directors who shall hold office until their successors are elected and have qualified, or until removed, are as follows:

<u>Names</u>	<u>Addresses</u>
Robert J. Granger	2200 St. Lucie Boulevard Stuart, Florida 33494
Fred Fisher	1425 South Belcher Road Clearwater, Florida 33516
Virginia E. Henri	2200 St. Lucie Boulevard Stuart, Florida 33494

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 names and addresses of the officers who shall serve until their successors are designated by the Board of

Directors are as follows:

President	Robert J. Granger	2200 St. Lucie Blvd. Stuart, Florida 33494
Vice-Pres. & Treasurer	Fred Fisher	1435 S. Belcher Road Clearwater, Florida 33516
Secretary	Virginia E. Henri	2200 St. Lucie Blvd. Stuart, Florida 33494

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.

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.

ARTICLE XI.

Subscribers


The names and addresses of the subscribers of these Articles of Incorporation are as follows:

<u>Names</u>	<u>Addresses</u>
Robert J. Granger	2200 St. Lucie Boulevard Stuart, Florida 33494
Fred Fisher	1435 South Belcher Road Clearwater, Florida 33516
Virginia E. Henri	2200 St. Lucie Boulevard Stuart, Florida 33494

IN WITNESS WHEREOF, the subscribers have affixed their

signatures this 15<sup>th</sup> day of February, A.D., 1972.

  
Robert J. Granger

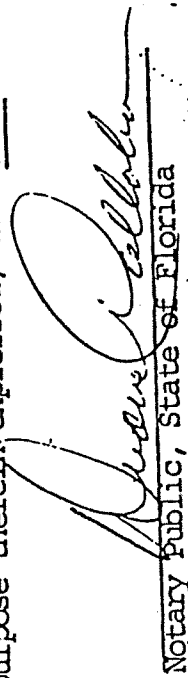
  
Fred Fisher

  
Virginia E. Henri

STATE OF FLORIDA)  
: ss  
COUNTY OF MARTIN)

BEFORE ME, the undersigned authority, personally appeared ROBERT J. GRANGER, FRED FISHER, and VIRGINIA E. HENRI, who after being first duly sworn, acknowledged that they executed the foregoing Articles of Incorporation for the purpose therein expressed, this 15<sup>th</sup> day of February, A.D., 1972.

My commission expires:

  
Notary Public, State of Florida

NOTARY PUBLIC STATE OF FLORIDA AT LARGE  
MY COMMISSION EXPIRES SEPT. 16, 1975  
GENERAL INSURANCE UNDERWRITERS, INC.

BY-LAWS

of

CONQUISTADOR CONDOMINIUM V 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 V 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 23rd day of March, A.D., 1972. The Association has been organized for the purpose of administering a condominium pursuant to Chapter 711, Florida Statutes 1963, called the Condominium Act in these By-Laws, which condominium is identified by the name CONQUISTADOR CONDOMINIUM V and is located upon the lands described in the Association's Articles of Incorporation.

Section 2. The office of the Association shall be at 200 Avenida Del Norte, 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 "Conquistador 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 Exhibits "D" and "E" 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.

(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 Meetings. The first annual meeting of the Association shall be held on June 15, 1973. Thereafter, the annual meetings of the Association shall be held on the first Tuesday of March of each succeeding 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 or purposes of the proposed meeting.

Section 5. Notice of Meetings. 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, 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

Section 1. Number and Qualifications. The affairs of the Association shall be governed by a Board of Directors. The number of directors which shall constitute the Board shall be not less than three (3) nor more than five (5). All directors, except for the initial directors named in the Articles of Incorporation, shall either be members of the Association, or designees of the management company managing the condominium property.

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. Any director may be removed by concurrence of two-thirds of the members of the Association at a special meeting of the members called for that purpose. The vacancy in the board of directors so created shall be filled by the members of the Association at the same meeting.

Section 4. Except as to vacancies provided by removal of directors by members, vacancies in the board of directors occurring between annual meetings of members shall be filled by the remaining directors.

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

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 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, and present same at the annual meeting of members.

(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 acquire the necessary personnel needed for the maintenance, care, and upkeep of the common elements, and set the salaries of said personnel.

(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 at the compensation established by the Board of Directors 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 2 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. 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 legally to constitute such meeting, providing all of the Board of Directors shall be present in person or by proxy.

Section 10. Regular Meeting. Regular meetings of the Directors may be held at such time and place as shall be determined, from time to time, by a majority of the Directors, but at least two such meetings shall

be held during each fiscal 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 11. 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 12. 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.

Section 13. 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 the 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 14. 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 15. Designation of Officers. The principal officers of the Association shall be a President, a Vice-President, a Secretary and a Treasurer, all of whom shall be elected by and from the Board of Directors. The Board of Directors may appoint an Assistant Treasurer and an Assistant Secretary, and such other officers as in their judgement may be necessary.

Section 16. 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 17. 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 18. 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.

Section 19. 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 Board of Directors shall appoint some other member of the Board to do so on an interim basis. 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 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 shall have charge of such books and

papers as the Board of Directors may direct; and he 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 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.

The foregoing were adopted as the By-Laws of CONQUISTADOR CONDOMINIUM V ASSOCIATION, INC., a corporation not for profit under the Laws of the State of Florida, at the first meeting of the Board of Directors on March 31, A.D., 1972.

CONQUISTADOR CONDOMINIUM V  
ASSOCIATION, INC.,

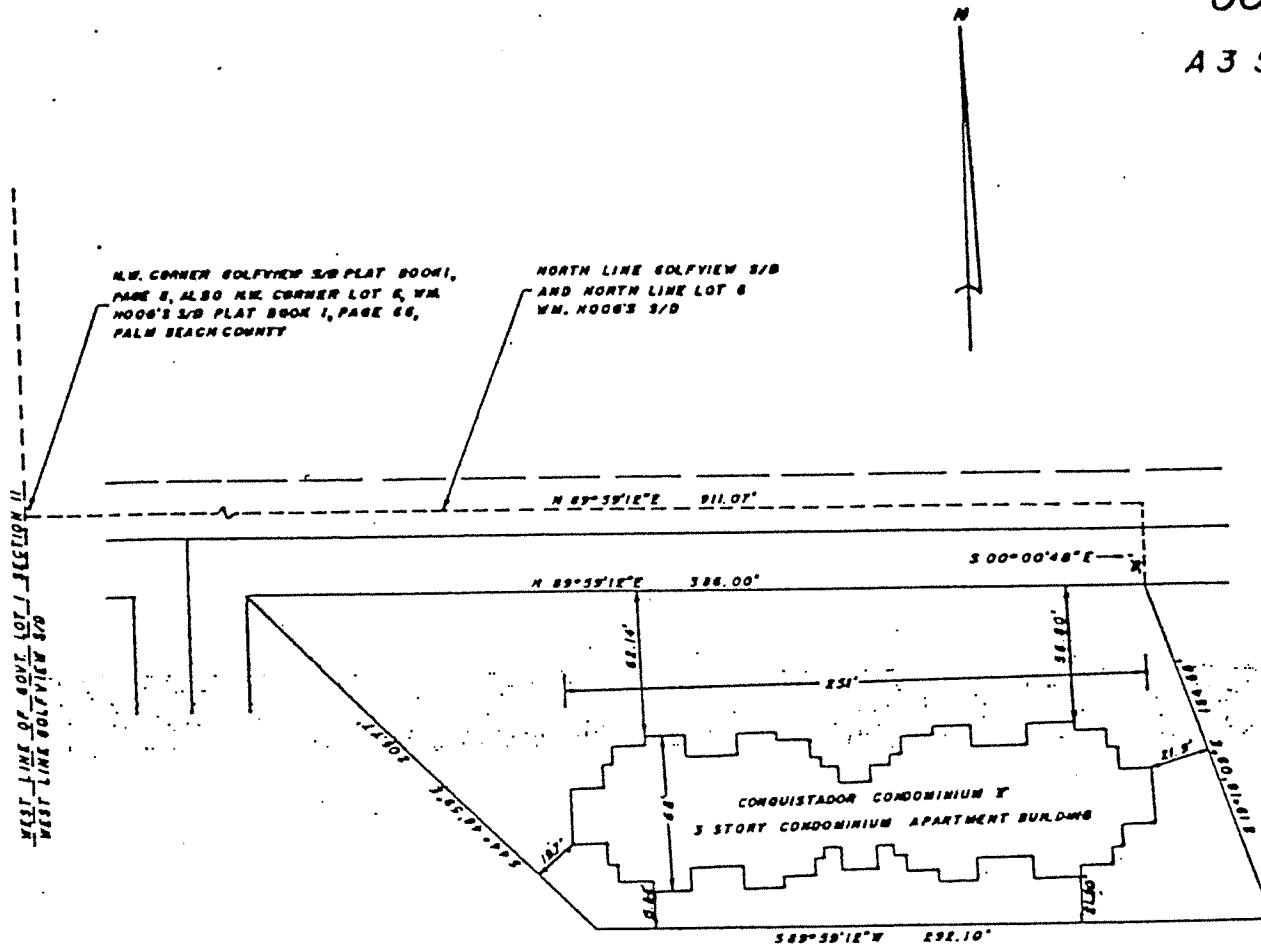
a corporation not for profit under  
the Laws of the State of Florida

By: 

Vice President

# CONQUISTADOR CONDOMINIUM V

## A 3 STORY CONDOMINIUM APARTMENT BUILDING



**DESCRIPTION**

A PARCEL OF LAND LYING IN SECTION 11, TOWNSHIP 36 SOUTH, RANGE 41 EAST, AND LYING AND BEING IN GOLPVIEW 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 GOLPVIEW 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. HOOGE'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 GOLPVIEW SUBDIVISION AND ALSO BEING ALONG THE NORTH LINE OF SAID LOT 6 OF THE WM. HOOGE'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 THE POINT OR PLACE OF BEGINNING. (1) THENCE PROCEED SOUTH 19°18'09" EAST FOR A DISTANCE OF 151.68 FEET TO A POINT. (2) THENCE PROCEED SOUTH 89°59'12" WEST FOR A DISTANCE OF 292.10 FEET TO A POINT. (3) THENCE PROCEED NORTH 44°48'59" WEST FOR A DISTANCE OF 205.77 FEET TO A POINT. (4) THENCE PROCEED NORTH 89°59'12" EAST FOR A DISTANCE OF 386.00 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 V 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 THEREIN.

*D. P. DeBerry*

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

SUBSCRIBED AND SWORN TO BEFORE ME ON *April 5,*  
1972, AT STUART, MARTIN COUNTY, FLORIDA.

*Jack R. Burtel*

NOTARY PUBLIC, STATE OF FLORIDA AT LARGE  
MY COMMISSION EXPIRES *Oct 27, 1975*

D.P. DEBERRY & ASSOCIATES	
227 WEST OSCEOLA AVE. STUART, FLA.	
L.F.	1:400
MAR 1972	1

OR BOOK 337 PAGE 1192

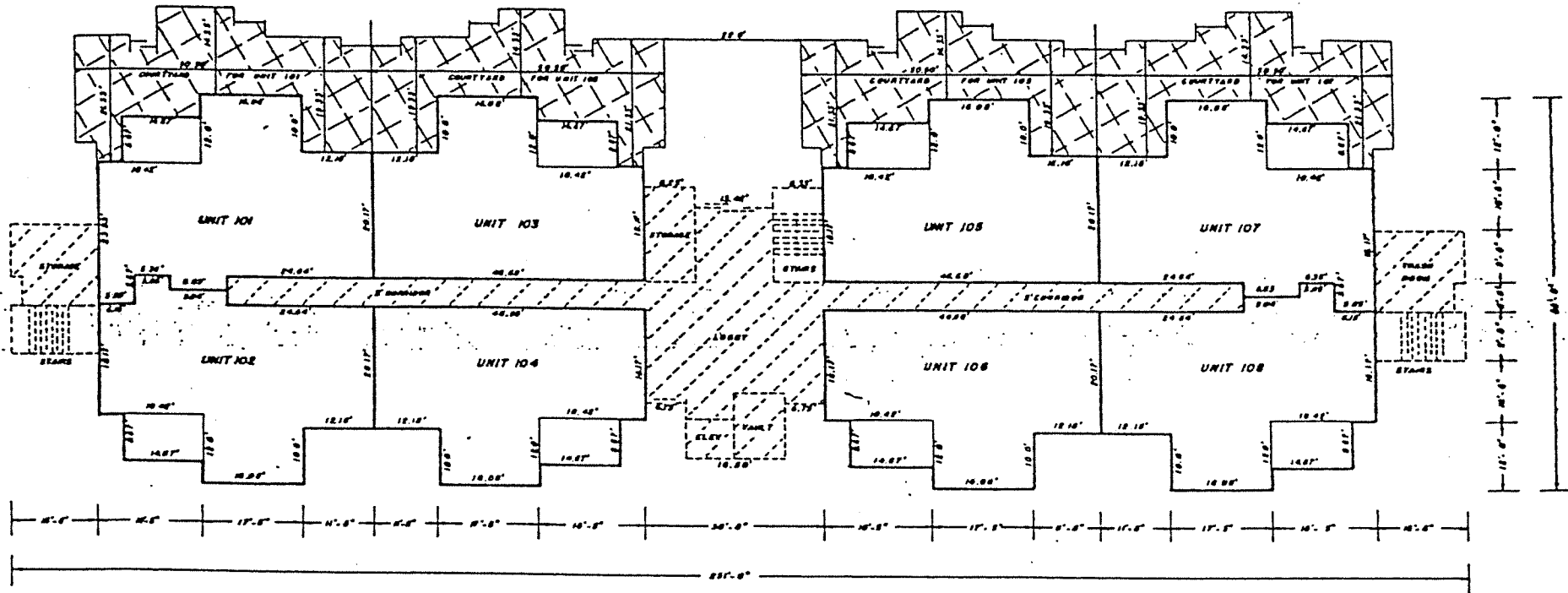
EXHIBIT "D"



# CONQUISTADOR CONDOMINIUM V

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

GROUND FLOOR  
BUILDING FRONT  
PARKING



**LEGEND**

CONDOMINIUM UNITS ENCLOSED THUS

COMMON ELEMENT SHOWN BY BROKEN LINES THUS

LIMITED COMMON ELEMENTS

27.24'	TOP ROOF PARCEL
28.75'	TOP ROOF SLAB
30.26'	CEILING
32.24'	THIRD FLOOR
34.26'	CEILING
37.24'	SECOND FLOOR
38.24'	CEILING
40.24'	FIRST FLOOR
0'-00"	MEAN SEA LEVEL M.S.L. (D.L. 8470)

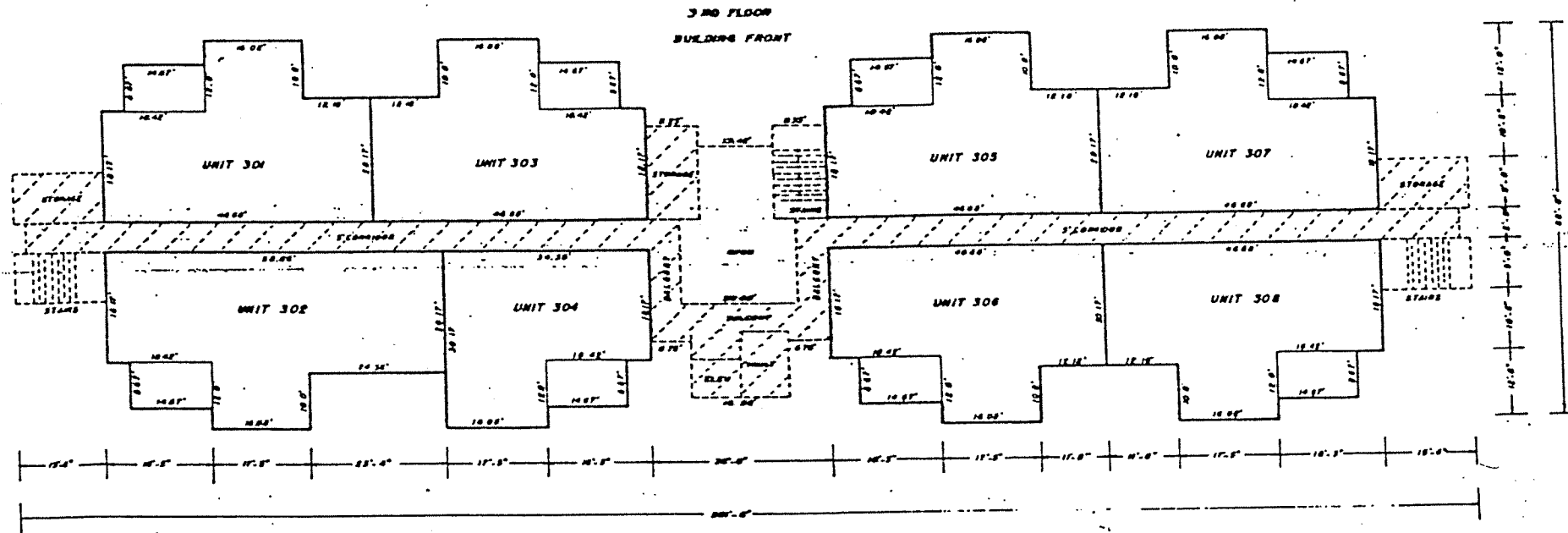
BARDENRY & ASSOCIATES	
227 WEST OSCEOLA AVE.	
STUART, FLA.	
DATE	1/10/00
BY	BARINTE
3	

OR BOOK 337 PAGE 1194



# CONQUISTADOR CONDOMINIUM V

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



**LEGEND**

CONDOMINIUM UNITS ENCLOSED THUS   
COMMON ELEMENTS SHOWN BY BROKEN LINES THUS

337 PAGE 1196

D. R. DEBERRY & ASSOCIATES	
227 WEST OSCEOLA AVE.	
STUART, FLA.	
L.F.	1/10/00
DATE	MAR 1978
5	