

ARTICLES OF AMENDMENT

709482

TO
DECLARATION
FOR

CONQUISTADOR CONDOMINIUM VIII

A Declaration of Condominium of Conquistador Condominium VIII, has heretofore been filed in the Public Records of Martin County, Florida, in Official Record Book 351, Page 1546. The Declaration of Condominium is hereby amended as approved at the Special Meeting of the Unit Owners of Conquistador Condominium VIII Association, Inc., held on March 21, 1988.

1. The Declaration of Condominium of Conquistador Condominium VIII, Article XIX, Section 5, second paragraph, and Article XIX, Section 13 are amended as follows:

Article XIX, Section 5, second paragraph. No Unit owner shall enclose screened porches, except upon an affirmative vote of The Board of Directors 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.

and

Section 13. Unit owners and unit owners approved lessees shall be permitted to have guests, in their own unit in accordance with the following:

(A) Guests who are immediate family members (parent, child, grandchild, brother or sister of unit owner or spouse) for a total of not more than 6 weeks in any calendar year while the owner is in the residence, or, in absence of owner providing written permission is received from owner by The Board of Directors prior to occupancy.

(B) Guests who are not immediate family members, for a total of not more than 6 weeks in any calendar year while the owner is in the residence.

(C) The total number of occupants of a one-bedroom unit cannot exceed four (4) or of any two-bedroom or three-bedroom unit cannot exceed six (6).

(D) Regardless of the number of guests involved total guest occupancy shall not exceed six (6) weeks in any calendar year.

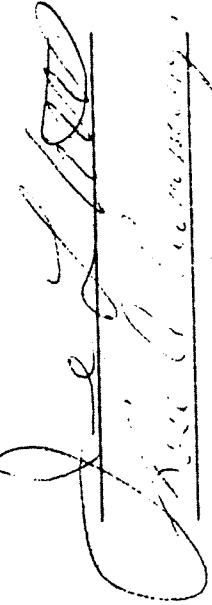
(E) Nothing in these restrictions shall prevent a unit owner or lessee who is in ill health or in need of assistance, from having in his unit, a nurse or other employee or companion during the period the owner is ill or in need of assistance. This person must be included as an occupant in Paragraph (C).

2. The adoption of these amendments appear upon the minutes of said meeting and are unrevoked.

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

IN WITNESS WHEREOF, the undersigned has caused these presents to be signed, in its name by its President and its Corporate Seal affixed this 21st day of August, 1988.

WITNESSES:



CONQUISTADOR CONDOMINIUM
VIII ASSOCIATION, INC.

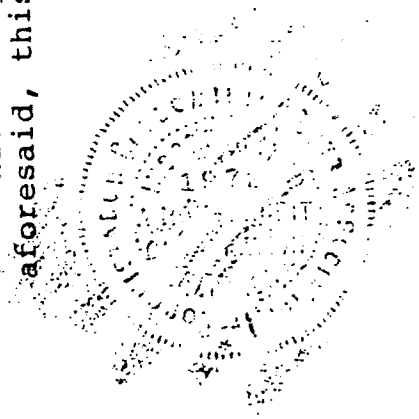
By Anne McGrail, as
President

STATE OF FLORIDA

COUNTY OF MARTIN

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the County and State aforesaid to take acknowledgments, personally appeared ANNE MCGRAIL, as president of CONQUISTADOR CONDOMINIUM VIII ASSOCIATION, INC., a corporation organized under the laws of the State of Florida, to me known to be the person described in and who executed the foregoing instrument and she acknowledged before me that she executed the same as such corporate officer and affixed thereto the seal of said corporation and that said instrument is the act and deed of said corporation.

WITNESS my hand and official seal in the County and State aforesaid, this 21st day of August, 1988.



NOTARY PUBLIC
My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXPIRES DATE: 12/31/90
DISCRETION TO A GENERALIST

Bldg. 8

Conquistador Corporation A FLORIDA CORPORATION Condominium Deed

THIS INDENTURE made and executed the _____ day of _____, 197____, by CONQUISTADOR CORPORATION, a corporation existing under the laws of the State of Florida, and having its principal place of business at 2200 St. Lucie Boulevard, Stuart, Florida (hereinafter called the Grantor), to

whose Post Office address is _____ (hereinafter called the Grantee).

(Wherever used herein, the terms "Grantor" and "Grantee" include all the parties to this instrument, and the heirs, legal representatives and assigns of the individuals, and the successors and assigns of corporations).

WITNESSETH: That the Grantor, for and in consideration of the sum of \$10.00 and other valuable considerations, receipt whereof is hereby acknowledged, by these presents does sell, convey and assign unto the Grantee, all that certain property situate in Martin County, Florida, viz.:

That certain Condominium Parcel composed of Unit Number _____, and an undivided _____ % interest or share in the common elements appurtenant thereto, in accordance with, and subject to, the covenants, conditions, restrictions, easements, terms and other provisions of the Declaration of Condominium of CONQUISTADOR CONDOMINIUM, as recorded in O. R. Book _____, at pages _____ through _____, of the Public Records of Martin County, Florida.

N. B. CONQUISTADOR CONDOMINIUM was created by Grantor on land held under a lease having a term initially in excess of 98 years, pursuant to The Condominium Act of the State of Florida. Said lease is recorded in O. R. Book _____, at pages _____ through _____ of the Public Records of Martin County, Florida, and is made a part of the said Declaration of Condominium as though set out in its entirety therein.

TO HAVE AND TO HOLD the same throughout the remainder of the term of said lease until March 31, 2071, or earlier if the term of said lease is sooner terminated in accordance with the provisions thereof.

AND the Grantor hereby covenants with said Grantee that it is the lawful owner of said Condominium Parcel; that it has good right and lawful authority to sell and assign same; that it hereby fully warrants the title to said property, and will defend the same against the lawful claims of all persons whomsoever.

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

Witnesses: CONQUISTADOR CORPORATION
A Florida Corporation

By: _____ President

Attest: _____ Secretary
(Corporate Seal)

1700 2
This information is provided in compliance with Section 711.24
Florida Statutes Condominium Act, Full Disclosure Prior to Sale.

INDEX OF DOCUMENTS AND INFORMATION
PERTAINING TO CONQUISTADOR CONDOMINIUM VIII

Section 1	Condominium Deed (sample)
Section 2	Declaration for the Creation and Establishment of Conquistador Condominium VIII Parking - Page 9, Article XVIII Restrictions - Page 9, Article XIX Resale - Page 12, Article XX Leasing - Page 13, Section 2, Article XX
Section 3	Articles of Incorporation
Section 4	By-Laws
Section 5	Management, Maintenance and Operational Agreement
Section 6	Annual Budget and Schedule of Estimated Common Expenses and Rental
Section 7	Long Term Lease (99 Years) between Environmental Equities Corporation (Lessor) and Conquistador Corporation (Lessee) Rental Adjustment - Page 3, Paragraph C, Article III Liability Insurance - Page 5, Article VI Subordination - Lessor to Institutional mortgage - Page 18, Paragraph D, Article XXIII Leasehold Interest to Condominium Ownership - Page 25, Article XXIX (See Declaration, Page 1, Article I) Clubhouse and Boat Docks - Page 30 General Common Area 3

I acknowledge receipt of the above information.

DATE _____ PURCHASER _____
COPY # _____
Attorney for Purchaser _____
Purchaser's Name _____

166566

DECLARATION
FOR
THE CREATION AND ESTABLISHMENT OF
CONQUISTADOR CONDOMINIUM VIII
(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.

Name

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

ARTICLE III.

Legal Description of Land Included

The land on which this Condominium is created is held under a lease having a term initially in excess of 98 years and is legally described on Exhibit "A" attached hereto and made a part hereof.

CONQUISTADOR CORPORATION, a Florida corporation, the undersigned developer of the Condominium project is the lessee and record title holder of the equitable ownership of the leasehold interest created by said lease, and ENVIRONMENTAL EQUITIES CORP., a Florida corporation, is the Lessor and fee owner. Said lease is recorded in Official Records Book 350 at Pages 1801 through 1848, of the Public Records of Martin County, Florida, and same, by this reference, is hereby made a part of this Declaration as though set out in its entirety herein.

This instrument prepared by
Lee Crouch, Attorney
Hallandale, Florida

350 351 PAGE 1546

ARTICLE IV.

Special Provisions

CONQUISTADOR CONDOMINIUM VIII ASSOCIATION, INC., the Association responsible for the operation of this Condominium, shall collect from its members, the pro rata portion of the rental reserved in the Long Term Lease described in Article III hereof, and apportioned to the respective Condominium units, and will forthwith remit same to Lessor, all in accordance with the terms of Article XXIX of said Lease.

All moneys required to be paid under the term of the Long Term Lease for items other than rental, or payments apportioned by law to the respective units, (such as ad valorem taxes) are hereby declared to be a common expense of the Condominium.

All of the terms, conditions, duties and obligations to be kept and performed by Lessee (other than the payment of money, hereinabove provided for) shall be kept and performed by the Condominium, the Condominium Association, and the owners of the Condominium Units to the extent that same can be kept and performed by either or all. Each owner of a Condominium parcel in this Condominium, by the acceptance and recording of the deed of conveyance to his Condominium parcel, shall have agreed, and the Association is hereby given, on behalf of each individual Condominium parcel owner and Association member, his irrevocable proxy to act on his behalf regarding the keeping and performing of all of the duties and obligations on behalf of the Lessee to be kept and performed by the terms of said Long Term Lease, it being agreed that the actions of the Association in this regard shall be governed by the majority vote of its members, and each member shall be bound by the vote of the majority of the members, as aforesaid.

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 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. 711.08(1) (e).

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	4.16666
102	4.52127
103	4.07801
104	4.43262
105	4.07801
106	4.43262
107	4.16666
<u>108</u>	<u>4.52127</u> ✓
201	3.84160
202	4.19621
203	3.84160
204	4.19621
205	3.84160
206	4.19621
207	3.84160
208	4.19621
301	3.90070
302	5.82151
303	3.90070
304	3.51654
305	3.90070
306	4.25531
307	3.90070
308	4.25531

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	VIMMER	4.33736
102	CONROY	4.33736
103	SMITH	4.13253
104	GLICKMAN	4.13253
105	SMITH	4.13253
106	SMITH	4.13253
107	SMITH	4.33736
108	SMITH	4.33736 ✓
201	NICHOLS	4.13253
202	PERKINS	4.13253
203	FERRELL SCHOTT	4.13253
204	SMITH	4.13253
205	SMITH	4.13253
206	SMALL	4.13253
207	LA FORTUNE	4.13253
208	FRANKS	4.13253
301	FRANKS	4.13253
302	WELSH	5.07043
303	CLARK	4.13253
304	BURDEN	3.19462
305	COLLINS	4.13253
306	SMITH	4.13253
307	SMITH	4.13253
308	FRANKS	4.13253

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 VIII 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 **351** PAGE **1550**

Moneys 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 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.

Insurance

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 the fee owner-Lessor, 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 or fee owner-Lessor 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 fee owner-Lessor 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 fee owner-Lessor, 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,

the total aggregate of any claims for personal injuries that may arise or be claimed to have arisen against the fee owner-Lessor or the Association and its members as aforesaid. Said insurance shall also provide for \$50,000.00 property damage insurance. Said insurance to be written in companies acceptable to fee owner-Lessor.

ARTICLE XVI.

Common Elements

The common elements shall include the leased land 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.

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

ARTICLE XVIII.

Parking

The initial directors of the Association shall establish a parking plan, and in connection therewith will allocate and assign one parking space to each of the units in the Condominium. Additional parking spaces shall be allocated as guest parking spaces, and shall be used in common by unit owners' guests and invitees, pursuant to reasonable rules and regulations to be adopted from time to time by the Association. Upon the directors having completed the parking plan, unit owners agree that they will park in their respective allocated spaces, and that such plan shall not be changed or amended except upon the vote of 90% of the unit owners. The parking plan need not be recorded in the Public Records, but the Association shall keep said plan in its records and make same available to unit owners at all reasonable times.

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 and 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 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. 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.

Section 4. Owners of condominium units shall be permitted to have one 4-legged pet, either a dog or a cat. No other pets shall be permitted, other than birds, such as canaries or parakeets, and fish such as goldfish and tropical varieties. No pets of any kind shall be raised for commercial purposes.

No dog or cat shall be permitted outside the owners' respective units unless attended by an adult and on a leash not more than six feet long. No dog or cat shall be permitted on the pool side of the building. Pets shall only be walked in such areas as may be designated by the Board of Directors, and the individual owners shall be responsible for cleaning up after their respective pets.

No owner shall leave a pet unattended or permit a pet to become a nuisance.

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 board of directors and} ~~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 ⁴two 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.

Transfer of Condominium Parcels

Section 1. - SALES. Prior to the sale or transfer of a condominium parcel, any unit owner desiring to sell or transfer his condominium parcel shall first submit the name of the proposed purchaser,

and the contract of sale, to the Board of Directors for their approval, or disapproval, which shall be given within thirty days from the date of the submission of the contract of sale. If approved, the approval by the Board shall be in writing and executed in such manner as to entitle it to be recorded in the Public Records of Martin County, Florida.

If neither approved nor disapproved within thirty days, the transfer shall be deemed to have been approved by the directors.

If the transfer be disapproved, the directors shall have thirty days from date of disapproval within which to purchase the condominium parcel on the same terms and conditions as contained in the contract of sale.

If the directors fail to exercise their option to purchase within said thirty-day period, then the unit owner shall be free to sell and convey to the intended purchaser.

The above and foregoing provisions shall not be applicable to any sale made by Conquistador Corporation; to any sale or transfer made by an institutional mortgagee acquiring title as a result of the foreclosure of its mortgage lien, or due to a voluntary acceptance of a transfer of title in lieu of such foreclosure; to a purchaser acquiring title in such foreclosure proceedings, or the acceptance of a transfer of title in lieu of such foreclosure; or to sales made pursuant to order or decree of a court in connection with the foreclosure of an institutional first mortgage.

Section 2. - LEASING. No unit shall be leased or rented by the respective unit owner thereof for transit 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. Other than for the fore-

going, the owner or 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:

President	Edward J. Wtulich	2200 St. Lucie Boulevard Stuart, Florida 33494
Vice-President & Treasurer	James Glessner	2200 St. Lucie Boulevard Stuart, Florida 33494
Secretary	G.V. Brenneman	1437 S. Belcher Road Clearwater, Florida 33516

ARTICLE XXII.

General

CONQUISTADOR CONDOMINIUM VIII 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

The initial officers and directors of CONQUISTADOR CONDOMINIUM

VIII 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:


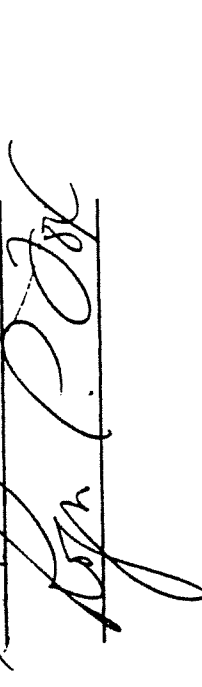
(1) That they have ratified the acts of its officers in the execution of said Agreement by, and on behalf of, the Association,

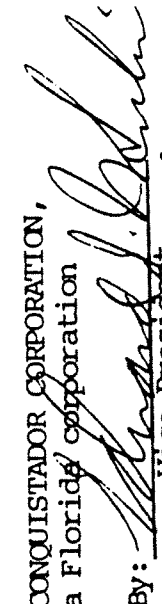
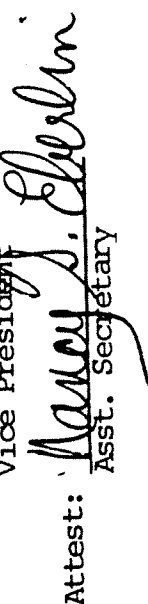
and

(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 VIII, including exhibits attached hereto, made and entered into, and submitted this 26th day of January,

A.D., 1973

Witnesses:



CONQUISTADOR CORPORATION,
a Florida corporation
By:  Vice President
Attest:  Nancy S. Chelmin
Asst. Secretary

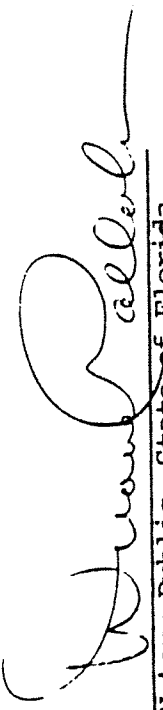
STATE OF FLORIDA)

: ss

COUNTY OF MARTIN)

I HERBY CERTIFY that on this 26th day of January, A.D., 1973, before me personally appeared EDWARD J. WTULICH and NANCY S. EBERLIN, Vice President and Assistant Secretary, respectively, of CONQUISTADOR CORPORATION, a Florida corporation, to me known to be the persons described in and who executed the foregoing Declaration and they severally acknowledged the execution thereof to be their free act and deed as such officers, for the uses and purposes therein mentioned, and that they affixed thereto the official seal of said corporation, and the said instrument is the act and deed of said corporation.

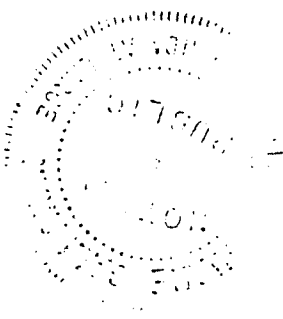
WITNESS my hand and official seal in the County and State last aforesaid, this 26th day of January, A.D., 1973.


Notary Public, State of Florida

My commission expires:

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

(SEAL)



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 475.07 feet to a point. Thence proceed South 0°00'48" East for a distance of 688.75 feet to a point. Thence proceed South 66°00'00" West for a distance of 318.48 feet to a point. Thence proceed North 66°00'00" West for a distance of 161.91 feet to a point. Thence proceed North 0°01'40" West for a distance of 311.63 feet to the point or place of beginning. (1) Thence continue North 0°01'40" West for a distance of 255.0 feet to a point. (2) Thence proceed North 66°00'00" East for a distance of 97.66 feet to a point. (3) Thence proceed North 89°59'12" East for a distance of 56.76 feet to a point. (4) Thence proceed South 0°01'40" East for a distance of 294.66 feet to a point. (5) Thence proceed South 89°58'20" West for a distance of 146.0 feet to the point or place of beginning.

ARTICLES OF INCORPORATION

of

CONQUISTADOR CONDOMINIUM VIII 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:

JAN 6 1973
1 40 PM 1973
FILED
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

ARTICLE I.

Name

The name of the corporation shall be CONQUISTADOR CONDOMINIUM VIII 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 VIII, 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.

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 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, as evidenced by the recording of the respective deeds to the unit owners, all of the respective condominium parcels, or until developer elects to terminate its control of the condominium, or until after May 1, 1974, 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>
Edward J. Wbulich	2200 St. Lucie Blvd. Stuart, Florida 33494
James Glessner	2200 St. Lucie Blvd. Stuart, Florida 33494
G.V. Brennenan	1437 South Belcher Road Clearwater, Florida 33516

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	Edward J. Wtulich	2200 St. Lucie Boulevard Stuart, Florida 33494
Vice President & Treasurer	James Glessner	2200 St. Lucie Boulevard Stuart, Florida 33494
Secretary	G.V. Brenneman	1437 S. Belcher Road Clearwater, Florida 33516

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.


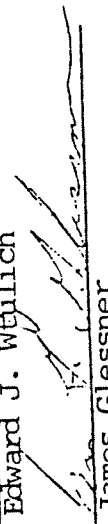
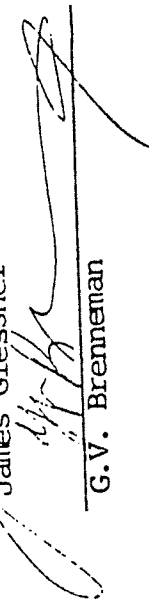
Subscribers

The name and addresses of the subscribers of these Articles of

Incorporation are as follows:


<u>Names</u>	<u>Addresses</u>
Edward J. Wtulich	2200 St. Lucie Boulevard Stuart, Florida 33494
James Glessner	2200 St. Lucie Boulevard Stuart, Florida 33494
G. V. Brennanan	1437 S. Belcher Road Clearwater, Florida 33516

IN WITNESS WHEREOF, the subscribers have affixed their signatures

this 16 day of January 1973

Edward J. Wtulich
Edward J. Wtulich

James Glessner
James Glessner

G.V. Brennanan

STATE OF FLORIDA)
 : ss
COUNTY OF MARTIN)

BEFORE ME, the undersigned authority, personally appeared EDWARD J. WTULICH, JAMES GLESSNER, and G.V. BRENNEMAN, who after being first duly sworn, acknowledged that they executed the foregoing Articles of Incorporation for the purpose therein expressed, this 16 day of January A.D., 1973


Notary Public, State of Florida

My commission expires:

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

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 475.07 feet to a point. Thence proceed South 0°00'48" East for a distance of 688.75 feet to a point. Thence proceed South 66°00'00" West for a distance of 318.48 feet to a point. Thence proceed North 66°00'00" West for a distance of 161.91 feet to a point. Thence proceed North 0°01'40" West for a distance of 311.63 feet to the point or place of beginning. (1) Thence continue North 0°01'40" West for a distance of 255.0 feet to a point. (2) Thence proceed North 66°00'00" East for a distance of 97.66 feet to a point. (3) Thence proceed North 89°59'12" East for a distance of 56.76 feet to a point. (4) Thence proceed South 0°01'40" East for a distance of 294.66 feet to a point. (5) Thence proceed South 89°59'20" West for a distance of 146.0 feet to the point or place of beginning.

BY-LAWS

of

CONQUISTADOR CONDOMINIUM VIII 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 VIII 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 January A.D., 1973. 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 VIII and is located upon the lands described in the Association's Articles of Incorporation.

Section 2. The office of the Association shall be at 2155 El Prado, 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:

-1-

EXHIBIT "C"

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 May 1, 1974. Thereafter, the annual meetings of the Association shall be held on the first Thursday 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 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 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 judgment 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.

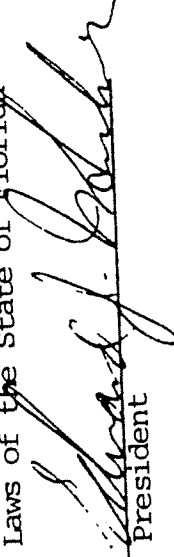
Section 20. Secretary. The Secretary shall keep the minutes of all meetings of the Board of Directors, and the minutes of all meetings of the Association; he shall have charge of such books and papers as the Board of Directors may direct; and he shall, in general, perform all the duties incident to the 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 VIII 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 January 26, A.D., 1973.

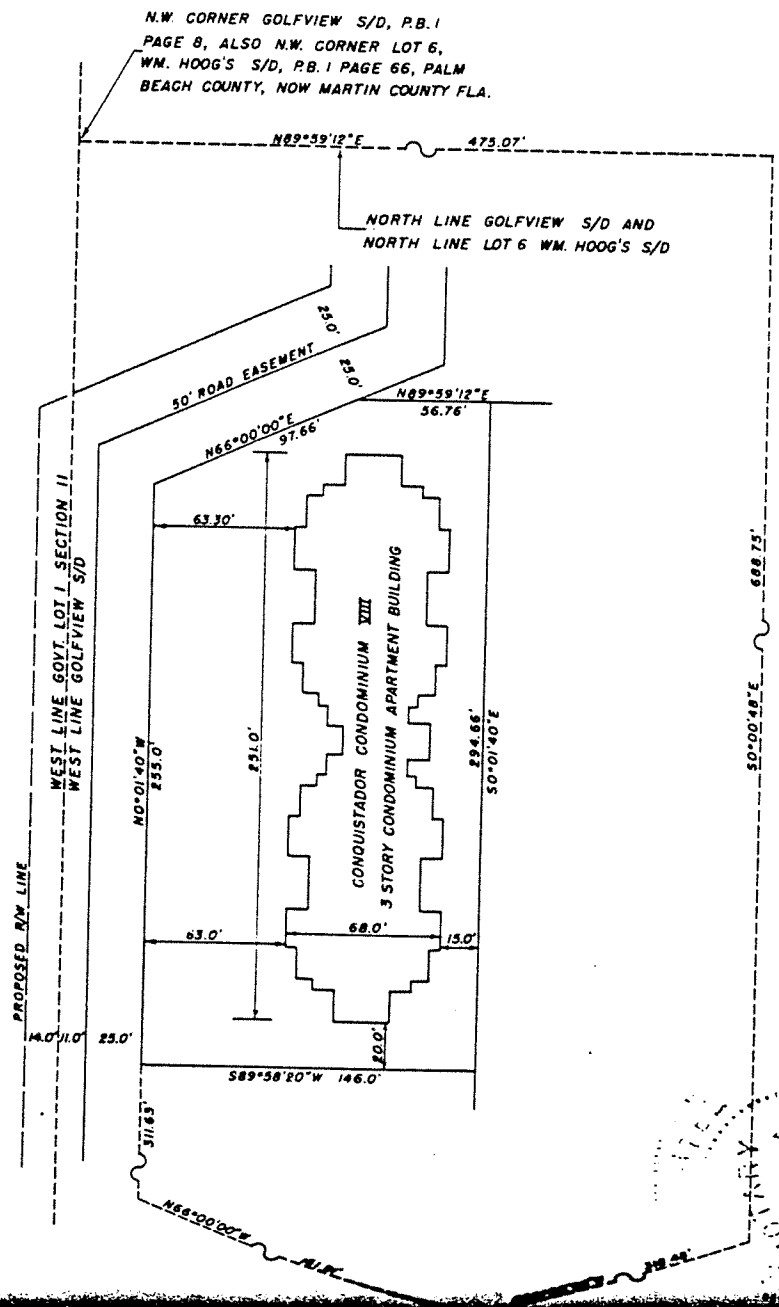
CONQUISTADOR CONDOMINIUM VIII
ASSOCIATION, INC.

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

By: 
President

CONQUISTADOR CONDOMINIUM VIII

A 3 STORY CONDOMINIUM APARTMENT BUILDING



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 475.07 FEET TO A POINT. THENCE PROCEED SOUTH 0°00'48" EAST FOR A DISTANCE OF 688.75 FEET TO A POINT. THENCE PROCEED SOUTH 66°00'00" WEST FOR A DISTANCE OF 318.48 FEET TO A POINT. THENCE PROCEED NORTH 66°00'00" WEST FOR A DISTANCE OF 161.91 FEET TO A POINT. THENCE PROCEED NORTH 0°01'40" WEST FOR A DISTANCE OF 311.63 FEET TO THE POINT OR PLACE OF BEGINNING. (1) THENCE CONTINUE NORTH 0°01'40" WEST FOR A DISTANCE OF 255.0 FEET TO A POINT. (2) THENCE PROCEED NORTH 66°00'00" EAST FOR A DISTANCE OF 97.66 FEET TO A POINT. (3) THENCE PROCEED NORTH 89°59'12" EAST FOR A DISTANCE OF 56.76 FEET TO A POINT. (4) THENCE PROCEED SOUTH 0°01'40" EAST FOR A DISTANCE OF 294.66 FEET TO A POINT. (5) THENCE PROCEED SOUTH 89°58'20" WEST FOR A DISTANCE OF 146.0 FEET TO THE POINT OR PLACE OF BEGINNING.

CERTIFICATE

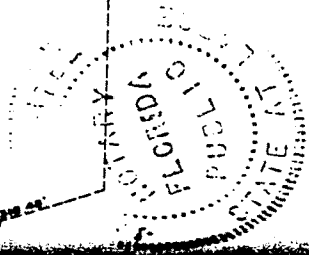
I HEREBY CERTIFY THAT THE SURVEY AS SHOWN ON THE ATTACHED SHEETS 1 THROUGH 5 WAS MADE UNDER MY DIRECTION AND THAT THE DIMENSIONS AND ANGLES AS SHOWN ARE CORRECT.

I FURTHER CERTIFY THAT THE PLAT OF CONQUISTADOR CONDOMINIUM VIII 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 *Jan 12*
 1975, AT STUART, MARTIN COUNTY, FLORIDA.

Jan R. Bentel
 NOTARY PUBLIC, STATE OF FLORIDA AT LARGE
 MY COMMISSION EXPIRES *Oct 8th, 1975*



REVISIONS	
NO.	DATE

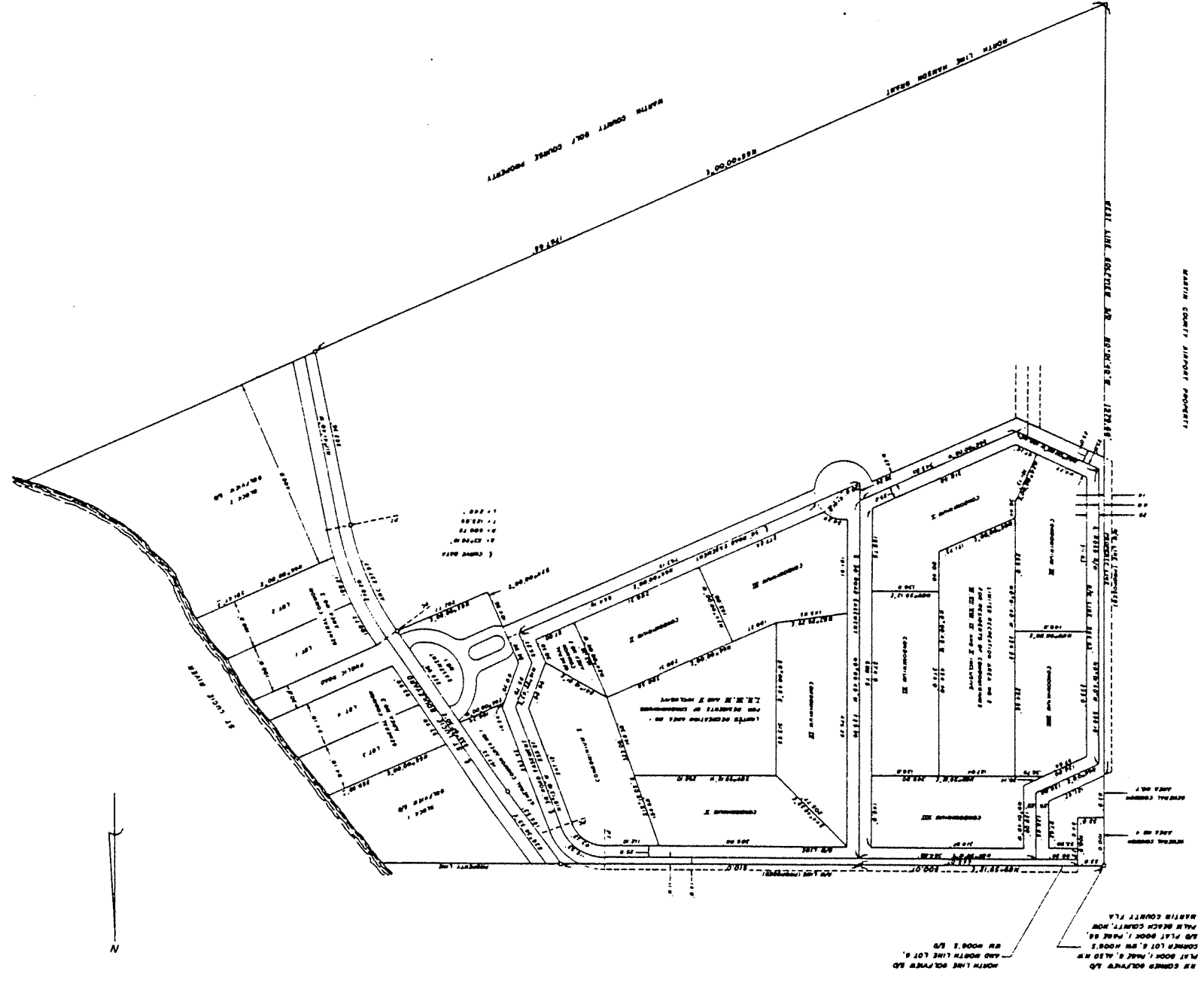
D.P. DEBERRY & ASSOCIATES
 827 WEST OCEOLA AVE.
 STUART, FLA.

EXHIBIT "D"

OR 351 PAGE 1581

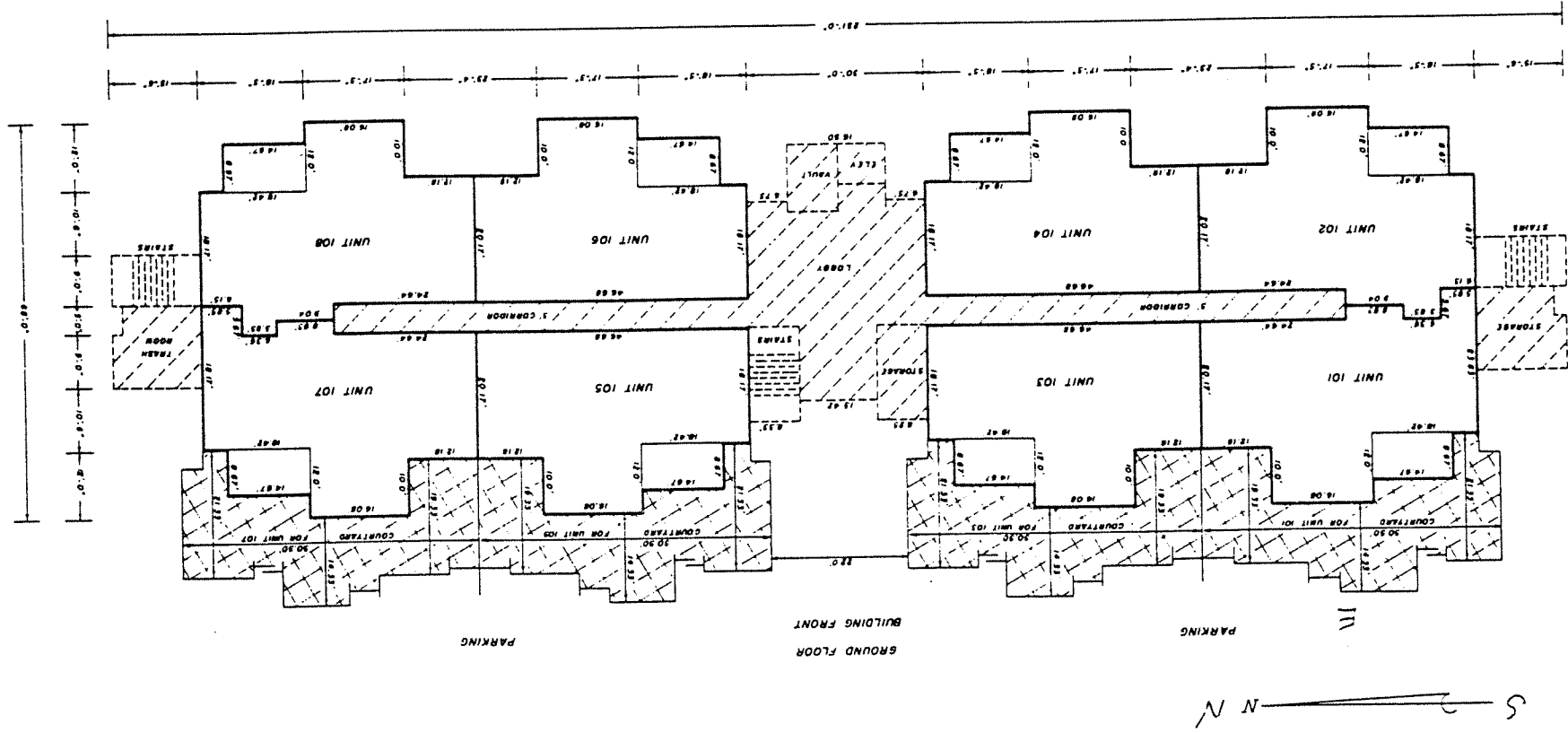
DATE	1/15/82
BY	J. J. ...
PROJECT	CONQUISTADOR CONDOMINIUMS
OWNER	227 WEST OSCEOLA AVE STUART FLA 34986
DESIGNER	J.P. DEBERRY & ASSOCIATES

LOCATION MAP FOR
CONQUISTADOR CONDOMINIUMS
SECTION II, TOWNSHIP 38 SOUTH, RANGE 41 EAST,
MARTIN COUNTY FLA.



CONQUISTADOR CONDOMINIUM VIII

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



ELEVATIONS

15.9	TOP ROOF PANEL
17.7	TOP ROOF SLAB
18.04	Ceilings
18.47	THIRD FLOOR
23.04	Ceilings
17.47	SECOND FLOOR
18.04	Ceilings
18.47	FIRST FLOOR
22.04	TOP ROOF SLAB

LEGEND

———— CONDOMINIUM UNITS ENCLOSED THUS

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

⊘ LIMITED COMMON ELEMENTS

PROJECT & SHEET

1	CONQUISTADOR CONDOMINIUM VIII
2	SECTION II, TOWNSHIP 38 SOUTH, RANGE 41 EAST, MARTIN COUNTY FLA.
3	GROUND FLOOR
4	DATE: 11/11/00
5	DRAWN BY: [Name]
6	CHECKED BY: [Name]
7	SCALE: AS SHOWN
8	PROJECT NO.: [Number]
9	SHEET NO.: [Number]
10	TOTAL SHEETS: [Number]

D P DEBERRY & ASSOCIATES
287 WEST ORGEEOLA AVE
STARKS, FLA

OR BOOK 351 PAGE 1583

CONQUISTADOR CORPORATION
MANAGEMENT, MAINTENANCE AND OPERATIONAL AGREEMENT

THIS AGREEMENT made and entered into this 26th day of January, A.D., 1973, by and between CONQUISTADOR CORPORATION, a Florida corporation (hereinafter referred to as "Manager"), and CONQUISTADOR CONDOMINIUM VIII ASSOCIATION, INC., a Florida corporation not for profit (hereinafter referred to as "Association").

W I T N E S S E T H :

WHEREAS, Association is the governing body for CONQUISTADOR CONDOMINIUM VIII located at 2155 El Prado, Stuart, Florida 33494; and

WHEREAS, Manager is a Florida corporation duly authorized to manage and operate a condominium on behalf of the Association; and WHEREAS, the parties desire to provide for the maintenance and operation of the condominium by Manager.

NOW, THEREFORE, in consideration of the mutual covenants between the parties running and One Dollar (\$1.00), each to the other in hand paid, the parties covenant and agree as follows:

I.

That the Association hereby employs Manager to manage the condominium and to render certain services to the Association, all as provided for herein, and agrees to pay for said management and services the sums more particularly set forth herein. Manager agrees to manage the properties, and render the services, and to receive as payment therefor, the moneys hereinafter provided for.

II.

The term of this agreement shall be for a period of ten (10) years commencing on the first day of the month immediately following the recording of the Declaration of Condominium.

1.

EXHIBIT "E"

BOOK 351 PAGE 1586

BOOK

12/11/11 3:14 PM
Thereafter, the term shall be automatically extended year to year provided, however, that either party may cancel this agreement upon written notice of the other party given thirty (30) days prior to the end of the original term or any successive annual period thereafter. In no event shall this contract be cancellable during the ten (10) year initial term, except for gross neglect or mismanagement, or if same becomes cancellable by reason of law.

III.

Duties of Manager:

Manager shall prepare and submit to the Association an annual operating budget for its approval. Manager shall, as the agent of the Association, collect from each of the members, the respective monthly maintenance assessment assessed to each of said members together with the rental payable by each member to ENVIRONMENTAL EQUITIES CORP. and deposit same in a special account. The said maintenance assessments to be used for the use and benefit of the Association -- all as provided for herein with the rental to be remitted to ENVIRONMENTAL EQUITIES CORP. Manager shall pay from said special account, or accounts all of the obligations of the Association as provided for in the operating budget, to the extent of the moneys received by it from the Association members. Manager shall submit to the Treasurer of the Association monthly, a statement showing all delinquent payments owed by the members; and will prepare and submit to the Treasurer of the Association, an annual statement showing all collections and disbursements, together with the balance in the special account, or accounts, and will further prepare and mail all necessary tax and corporation forms required by governmental authorities.

IV.

Among other items, Manager shall pay from the special accounts the following items: all utility bills incurred by the Association, including electricity, sewer, water and trash; insurance premiums;

the management fee to be paid to manager pursuant to the terms hereof.

V.

In addition to the above and foregoing, Manager shall further furnish, supply, render and/or contract for, the following services for and on behalf of the Association: building maintenance, including bulb replacement in the public areas and janitorial services and maintenance; ground care, necessary legal and accounting services; payroll taxes and workman's compensation insurance.

In connection with the foregoing and in consideration of the management fee reserved to manager herein, manager shall handle and pay bills, render accounts, maintain an office and provide the necessary bookkeeping required in connection with the rendering of the services and management provided for herein.

Manager agrees that its books and records pertaining to the Association shall be open to inspection at any reasonable time by the officers of the Association, upon the request of such officers.

VI.

Manager shall receive as compensation for its services the sum of Seventy-Two (\$72.00) Dollars per month, payable monthly in advance.

VII.

The Association agrees that it will assess its members annually, a sum sufficient to equal the annual budget adopted from year to year, and will instruct its members to commence the payments of their respective assessments to Manager simultaneously with the commencement of this agreement. Said assessments shall be payable monthly in advance.

In the event that at the end of each budget year (except for the first year) the manager has expended less than the total budgeted amount, Manager shall continue to hold such sums for the use and benefit of the

Association, and such excess will be taken into consideration in connection with the preparation of the budget for the next ensuing year. Manager agrees to advise and consult with the directors in connection with the preparation of each annual budget.

Manager hereby guarantees and agrees that it will operate and maintain the Condominium property in accordance with the terms hereof at its cost and expense for the first year of the term hereof, and the Association agrees that in consideration therefor Manager shall receive all monthly maintenance assessments for the first year and that no accounting shall be required of Manager.

VIII.

All moneys received by Manager pursuant to the terms of this Agreement, from the Association members, shall be payable in such manner and to such account as will be designated by the Manager, and be placed in depositories to be selected by Manager.

IX.

During the terms of this Agreement, Manager shall have the exclusive right of hiring, firing and supervising all of the Association's personnel, the selection and supervision of various subcontractors from time to time needed, and the placing of all insurance the Association is required to place or keep in force by its by-laws, Declaration or Articles of Incorporation.

X.

The parties hereto acknowledge and agree that the Association, as provided in its Declaration of Condominium and By-Laws, has no responsibility to its members for the maintenance and repair of the interior of the individual member's apartments; nor for the maintenance, repair or replacement of the individual apartment owners' fixtures and/or appliances; nor is the Association responsible for the payment of the

utilities individually and separately metered to the respective members' apartments; and the parties hereby specifically exclude Manager from any responsibility in connection with the above mentioned items, except that Manager agrees that it will seek to aid any member in the enforcement of warranties given by third parties, and will do or cause to be done those things required by the warranty or guarantee given to the respective owners.

The Association agrees to indemnify and save harmless Manager from any and all claims arising in connection with the performance of this Agreement by Manager, as its agent, and in connection therewith agrees to place and carry a liability insurance policy for the joint protection of the Association and Manager.

XI.

Each unit owner shall separately pay all taxes levied or assessed against the respective owner, together with any mortgage payments due on mortgages encumbering owners' respective units.

XII.

The Association agrees that it will assess the units in a sum sufficient to properly operate and manage the condominium in a first class manner as would be expected of an efficient apartment building operation, together with all sums necessary for the Association to fulfill its obligations under the terms and conditions of its Long Term Lease and of this Agreement.

XIII.

CONQUISTADOR CORPORATION, Manager herein and developer of the Project, hereby covenants and agrees with the Association and its members in consideration of the purchase of the respective condominium parcels by said members.

(1) That it will, at its own expense, make the improvements to the Limited and General Common Area Easements as, and at the times,

required under the terms and provisions of the Long Term Lease:

(2) That it will, until the obligation shall have been assumed by CONQUISTADOR CONDOMINIUMS VI, VII, IX, and X, pay the unallocated eighty per cent (80%) of the cost and expense of the maintenance, repair and replacement of Limited Recreation Area No. 2 , as improved;

(3) That notwithstanding the provisions of the Long Term Lease providing for the maintenance of the General Common Areas, said provisions being set forth on pages 32 and 33 thereof, CONQUISTADOR CORPORATION covenants and agrees that it will fulfill the obligations of the Association in connection with any payments assessed to said Association under said provisions for the sum of One Hundred Forty-Four (\$144.00) Dollars per month until the improvements to General Common Area No. 3, the clubhouse, have been completed;

(4) That after the completion of the clubhouse, it will continue to fulfill said obligations for the additional sum of Two Hundred Forty and 00/100 (\$240.00) Dollars per month; and

(5) That after 300 apartment units have been constructed in The Project, assessments for the maintenance of said General Common Areas shall be made in accordance with the provisions of the Long Term Lease.

XIV.

The Association agrees to assess for and pay the sums as set forth in Article VIII from time to time as due, and after the completion and sale, as evidenced by the recording of the respective deeds to the unit owners, of 300 units, such sums as are assessed in accordance with the provisions of the Long Term Lease.

The parties hereto acknowledge, and it is anticipated that the fixed sums to be paid by the Association and other Associations up until the time 300 units have been sold as evidenced by the recording of the respective deeds to the unit owners, will be sufficient to pay

the full cost of the maintenance, repair and replacement of the General Common Areas and, therefore, it shall not be required that Manager make an accounting as to its income and expenditures in connection with the foregoing until the 300 units shall have been completed, as evidenced by the recording of the respective deeds to the unit owners. After the sale, as evidenced by the recording of the respective deeds to the unit owners, of 300 units, the Manager shall render an account as to all costs and expenses involved in the maintenance, repair and replacement of the General Common Areas and improvements, so that proper assessment may be made therefore to the respective Associations.

Manager agrees that it shall perform its services hereunder without fee or profit (except for the sum provided for in Article VI).

XV.

The parties hereto understand, acknowledge and agree that the term of the Management Agreement was established for the purpose of affording the developer the right to manage and maintain the respective condominiums and the Limited and General Common Areas during the construction stages of the multi-phase Project in order to insure the proper and uniform maintenance, management and operation thereof throughout the construction and development period.

Notwithstanding the term hereof, in the event The Project be completed sooner than ten years, either developer (Manager) or a majority of the Condominium Association shall have the right to cancel this Agreement, provided that prior to such cancellation, the Condominium Associations have formed a Florida nonprofit corporation for the purpose of taking over the management responsibilities, as said responsibilities apply to the maintenance, management and operation of the General Common Areas, including the clubhouse.

The charter of said corporation shall provide that each Association in The Project shall have that number of votes equal to the number of condominium parcels in the respective condominiums.

In the event The Project is completed and developer elects to discontinue management, as above provided, the Condominium Associations agree that they will form the nonprofit corporation, as above provided, for the purpose of taking over said management responsibilities.

The parties hereto understand and acknowledge that this Agreement encompasses the management of the condominium property and, in addition, encompasses the management, maintenance and operation by Manager as the developer of The Project of the General Common Areas, including clubhouse, which will be used by all Condominium Associations in The Project.

In the event this contract is cancellable under Law by The Association, as it pertains to the management of the condominium property, thus cancellation shall in no wise affect the other terms and conditions hereof pertaining to the management, maintenance and operation of the General Common Areas or the obligations of the Association in connection therewith.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and year first above written.

Witnesses:

[Signature]
[Signature]

CONQUISTADOR CORPORATION,
a Florida corporation

By: [Signature]
Vice President

Attest: [Signature]
Assistant Secretary

CONQUISTADOR CONDOMINIUM VIII
ASSOCIATION, INC.

By: [Signature]
President

Attest: [Signature]
Vice President & Treasurer

This Agreement and the terms thereof are hereby approved as being in conformity with the requirements of Article XXX(5) of the Long Term Lease.

ENVIRONMENTAL EQUITIES CORP.
a Florida corporation
By: [Signature]
Vice President

LOUISE V. ISAACS
Notary Public
[Signature]

FILED FOR RECORD
MARTIN COUNTY, FLA.
1973 FEB -5 PM 3:52