

This instrument prepared by and upon recordation return to:
Daniel Wasserstein, Esq.
Wasserstein, P.A.
301 Yamato Road
Suite 2199
Boca Raton, Florida 33431

**CERTIFICATE OF AMENDMENT TO THE DECLARATION OF CONDOMINIUM
AND BYLAWS FOR THE CONQUISTADOR CONDOMINIUM
APARTMENTS OF ST. AUGUSTINE SHORES, INC.**

THIS AMENDMENT TO THE DECLARATION OF CONDOMINIUM AND BYLAWS FOR THE CONQUISTADOR CONDOMINIUM APARTMENTS OF ST. AUGUSTINE SHORES, INC. ("**Amendment**") is made by The Conquistador Condominium Apartments of St. Augustine Shores, Inc., a Florida not-for-profit corporation (the "**Association**").

RECITALS

A. The Declaration (the "Declaration") for The Conquistador Condominium Apartments of St. Augustine Shores, Inc., including all pages thereof and exhibits thereto, were recorded at Book 515, Page 274, et seq., of the Public Records of St. Johns County, Florida.

B. The original Bylaws (the "Bylaws") for The Conquistador Condominium Apartments of St. Augustine Shores, Inc, including all pages thereof and exhibits thereto, was recorded at Book 515, Page 350, et seq., of the Public Records of St. Johns County, Florida.

C. Article XV of the Declaration provides in relevant part that a proposed amendment must be approved by "an affirmative vote of seventy-five percent (75%) of those Unit Owners present in person or by proxy at a meeting of the membership."

D. Article XIII of the By-Laws provides in relevant part that a proposed amendment must be approved by "an affirmative vote of eighty (80) percent of those present in person or by proxy at a meeting."

E. The Amendment language contained herein was proposed by the Board of Directors and approved by the requisite percentages at a meeting of the membership held on May 23, 2022.

F. The Association now desires to amend the terms of the Declaration and By-Laws as set forth herein.

NOW THEREFORE, the Association hereby declares that every portion of The Conquistador Condominium Apartments of St. Augustine Shores, Inc. is to be held, transferred, sold, conveyed, used and occupied subject to the covenants, conditions and restrictions hereinafter set forth.

1. **Recitals**. The foregoing Recitals are true and correct and are incorporated into and form a part of these Amendments.

2. **Conflicts**. In the event that there is a conflict between this Amendment and the Declaration or this Amendment and the Bylaws, this Amendment shall control. Whenever possible, this Amendment and the Declaration and this Amendment and the Bylaws shall each, respectively, be construed as a single document. Except as modified hereby, the Declaration and Bylaws, as

originally recorded and previously amended, shall remain in full force and effect. In the event that any amendment(s) to the Declaration or Bylaws have been recorded prior to this Amendment, this Amendment shall be deemed to follow such prior recorded amendment(s) in time and title. In the event of a conflict between this Amendment and any such prior recorded amendment(s) to the Declaration or Bylaws, or in the event of a conflict between this Amendment and any other governing documents, this Amendment shall control.

3. Definitions. All initially capitalized terms not defined herein shall have the meanings set forth in the Declaration and By-Laws.

4. Covenant. This Amendment shall be a covenant running with the land.

5. Amendments to the Declaration and Bylaws:

AMENDMENTS TO DECLARATION

NOTE: (underlined words are to be added, ~~strike through~~ words are to be removed).

ARTICLE VIII

5. Unit Owners must maintain ~~may obtain~~ insurance coverage at their own expense upon their unit, including their own real property and general liability insurance with at least \$100,000 of coverage per occurrence for their personal liability and living expense. Unit Owners may not “self-insure” to satisfy their insurance obligations and must obtain coverage through an insurance company properly authorized to do business in the State of Florida. Upon request of the Association, the Unit Owner shall be obligated to provide, within ten (10) business days, a certificate of insurance from their insurer(s) evidencing their compliance with these requirements. The property individually owned by a Unit Owner which is required to be insured hereunder includes that part of the building and any property that is located within the boundaries of the unit, which boundaries and property to be insured include the following:

A. The interior part of the perimeter walls of the unit, including all improvements, decorations, wall coverings attached thereto;

B. All interior walls and partitions, including all improvements, decorations, wall coverings attached thereto except load-bearing columns and load-bearing walls;

C. The finished or decorated surfaces of the floor and ceiling; and

D. All fixtures, appliances, installations, equipment, conduits, ducts, plumbing, wiring, personal property, furniture and furnishings located within the individual unit and only serving the individual unit or located outside of the unit but only serving the individual unit.

However, the foregoing mandatory insurance requirements shall not apply to any unit for which title was acquired by the Unit Owner(s) prior to the recordation of this amendment adding the language making the foregoing insurance policies and the other related provisions mandatory and shall also not apply to such units upon conveyance of title of the unit after the recordation of such amendment if the conveyance of ownership is 1) between only those co-owners of the unit who owned it prior to recordation of this amendment; 2) to a trust established for estate planning purposes in either the name of the Unit Owner(s) who owned the unit prior to the recordation of this amendment or in their family name; or 3) to a natural person upon the death of the Unit Owner(s) who owned the unit prior

to the recordation of this amendment either by way of inheritance or due to the termination of the prior Owner's bona fide life estate.

ARTICLE XII

1. No Unit Owner may effectively dispose of his unit unless to another Unit Owner except as follows:

~~C. — If the Board of Directors disapproves a proposed sale, they shall deliver a written notice to the Unit Owner (or mail to the place designated by the Unit Owner in his notice) designating the Association, one or more persons who are then Unit Owners, or any person or persons satisfactory to the Board of Directors who is willing to purchase upon the same terms as those specified in the Unit Owner's notice. The stated designee of the Board of Directors shall have fourteen (14) days from the date of the notice sent by the Board of Directors to make a binding offer to purchase upon the same terms specified in the Unit Owner's notice. Thereupon, the Unit Owner shall accept such offer. Failure of the Board of Directors to designate such person or persons within the said ten (10) day period shall be deemed a consent by the Board of Directors to the transaction specified in the Unit Owner's notice, and the Unit Owner shall be free to make or accept the offer specified in his notice, and sell said interest pursuant thereto to the prospective purchaser named therein within ninety (90) days after his notice was given.~~

~~D. — If the Board of Directors shall fail to provide a purchaser or such purchaser shall fail to make an offer as stated in paragraph C above, then notwithstanding the disapproval, the sale shall be deemed to have been approved and the Board of Directors shall furnish a certificate of approval as provided in paragraph B above. Further, in the event a purchaser designated by the Board of Directors takes title to the unit, he too shall be given such a certificate.~~

2. Except in the case of transfers made to a spouse, child, children or parents of the donor or deceased Unit Owner, all transfers by gift, devise or inheritance shall be subject to the following provisions:

~~C. — If the Board of Directors disapproves of the person or persons who received title by gift, devise, or inheritance, then within thirty (30) days after receipt from the Unit Owner of the notice and information required to be furnished, the Association shall deliver an agreement to purchase by a purchaser approved by the Association who will purchase and to whom the Unit Owner must sell the unit upon the following terms:~~

~~(1) — The sale price shall be the fair market value determined by agreement between the seller and purchaser within thirty (30) days from the delivery or mailing of such agreement, and in the absence of agreement as to price, it shall be determined by arbitration in accordance with the then existing rules of the American Arbitration Association, except that the arbitrators shall be two (2) appraisers appointed by the American Arbitration Association who shall base their determination upon an average of their appraisals of the unit; and a judgment of specific performance of the sale upon the award rendered by the arbitrators may be entered in any court of competent jurisdiction. The expense of the arbitration shall be shared equally by the purchaser and seller.~~

~~(2) — The purchase price shall be paid in cash.~~

~~(3) — The sale shall be closed within thirty (30) days following the determination of the sale price.~~

~~(4) If the Association shall fail to provide a purchaser as herein required, or if a purchaser furnished by the Association shall default in his agreement to purchase, then, notwithstanding the disapproval, such ownership shall be deemed to have been approved, and the Association shall furnish a certificate of approval as elsewhere provided.~~

5. Notwithstanding any other provisions in this Declaration to the contrary and except for the Association, or any mortgagee acquiring a unit by foreclosure or deed in lieu of foreclosure, no more than five (5) units may be owned by the same Unit Owner regardless of whether owned by that Unit Owner in an individual capacity, co-owned with another individual or individual(s) or entities, or owned in the name of a corporate entity, limited liability company, partnership or trust in which they have an interest, or any combination thereof. For purposes of this paragraph, any unit owned in the name of a corporate entity, limited liability company, partnership or trust shall be deemed to be owned by any individual having any interest in such corporate entity, limited liability company, partnership or trust as an owner, officer, director, member, partner, trustee, beneficiary or otherwise.

Unit Owners already owning five (5) or more units prior to the recordation of the amendment adding the foregoing limitations on ownership, regardless of whether owned by those Unit Owners in an individual capacity, co-owned with another individual or individual(s) or entities, or owned in the name of a corporate entity, limited liability company, partnership or trust in which they have an interest, or any combination thereof, shall not be permitted to acquire ownership of any additional units unless and until such time as their ownership status falls to either four (4) units or less, at which time they shall be able to acquire an additional unit or units, up to a point where they have a maximum of five (5) units owned in total.

Additionally, any transfer of title of a unit occurring after the recording of the amendment adding this language may only be to a natural person(s) or to a trust established for estate planning purposes and not to any corporate entity, limited liability company, partnership or other type of trust, except that this restriction shall not apply to transfers of title of a unit to an Institutional Mortgagee or to the Association.

6. In connection with the approval process for any transfer of a unit, whether a sale, gift, devise, inheritance, lease or otherwise, the Association shall be authorized to obtain a background check and/or a financial history/credit check on each proposed transferee to be used in determining whether or not to approve or disapprove of the proposed transferee and/or transfer and the Association shall be permitted to disapprove of a transferee and/or transfer for good cause without needing to a) provide any substitute transferee or b) purchase/lease the Unit and this is notwithstanding any other provisions of the governing documents to the contrary, and further superseding any relevant resolutions to the contrary the Association may collect a transfer fee of up to \$150.00 per applicant or the maximum amount permitted by Florida Statute 718, as it may be amended from time to time.

AMENDMENTS TO BYLAWS

NOTE: (underlined words are to be added, ~~strike through~~ words are to be removed).

ARTICLE VII. HOUSE RULES

P. No unit may be leased, ~~sublet or assigned~~ more than twelve (12) ~~three (3)~~ times in any calendar year ~~month or~~ and no lease may be for a period of less than twenty-eight (28) ~~seven (7)~~ continuous days, however, the foregoing amendments regarding number of leases per calendar year

