

**EXHIBIT "A" TO THE CERTIFICATE OF AMENDMENT
TO THE DECLARATION OF CONDOMINIUM OF
THE CONQUISTADOR CONDOMINIUM APARTMENTS OF ST. AUGUSTINE
SHORES, INC.**

A. Pursuant to Article XV of the Declaration, the Declaration may be amended by the Association from time to time upon the execution and recordation of an instrument executed by the Association.

B. This Amendment was 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 held on February 8, 2017 at which a quorum was attained.

1. Recitals. The foregoing Recitals are true and correct and are incorporated into and form a part of this amendment.

2. Conflicts. In the event that there is a conflict between this Amendment and the Declaration, this Amendment shall control. Whenever possible, this Amendment and the Declaration shall be construed as a single document. Except as modified hereby, the Declaration shall remain in full force and effect. In the event that any amendment(s) to the Declaration 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, this Amendment shall control. In the event of a conflict between this Amendment and any other governing documents or amendments thereto, this Amendment shall control

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

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

5. Amendments:

The Declaration of THE CONQUISTADOR CONDOMINIUM APARTMENTS OF ST. AUGUSTINE SHORES, INC. is amended as follows (words underlined are added and words ~~struck through~~ are deleted):

Intercoastal Properties of St. Augustine Shores, Inc., a Florida corporation, hereinafter called "Developer", (a wholly owned subsidiary of The Deltona Corporation), being the owner of fee simple title of record to those certain lands located and situated in St. Johns County, Florida being more particularly described hereinafter, does hereby submit the said lands and improvements thereon to condominium ownership, pursuant to Chapter 718 of the Florida Statutes, (hereinafter referred to as the "Condominium Act"), as same may be amended from time to time, subject to the restrictions and reservations hereinafter set forth. All restrictions, reservations and provisions set forth in this Declaration of Condominium shall be construed in conjunction with the Condominium Act and all other applicable sections of the Florida Statutes, as they may be amended from time to time. Any reference in this Declaration of Condominium to the Condominium Act, Chapter 617 of the Florida

Statutes, Chapter 718 of the Florida Statutes or any other section of the Florida Statutes shall be deemed to reference that statute, as amended from time to time.

ARTICLE VII

2. Assessments.

C. The determination and collection of assessments against Unit Owners for Common Expenses shall be pursuant to Article V of the By-Laws subject to the following provisions, which provisions shall control if in conflict with any section of the By-Laws:

- (1) Assessments that are unpaid for over 30 days after not received by the Association or its authorized agent within 30 days of the due date shall be delinquent and shall bear interest at the highest legal rate; and in addition to such interest, an administrative late fee shall also be imposed in an amount not to exceed the greater of either a) \$25.00; b) five percent (5%) of the delinquent Assessment; or c) the highest amount allowable under the Condominium Act.; all payments on account shall be first applied to interest and then to the assessment payment first due. Any payments received by the Association shall be applied first to accrued interest, then to all accrued administrative late fees, then to all accrued costs and reasonable attorney fees incurred in collection, and then to delinquent Assessments.
- (2) The Association shall have a right to place a lien on each unit for any unpaid assessments, with interest and administrative late fees thereon...
- (4) When the first mortgagee of the mortgage of record or other purchaser of a unit obtains title to the unit as a result of foreclosure, or as a result of a deed given in lieu of foreclosure, such acquirer of title, his successors and assigns, shall ~~not~~ be jointly and severally liable with the previous owner for the share of Common Expenses or assessments due the Association pertaining to such unit, which became due prior to acquisition of title as a result of such foreclosure or deed in lieu of foreclosure, but such liability shall be subject to applicable statutory limitations contained within the Condominium Act, as it may be amended from time to time unless such share is secured by a claim of lien for assessments that is recorded prior to the recording of a foreclosed mortgage...

ARTICLE XI

3. Vehicle and Parking Restrictions.

Commercial vehicles, which shall be defined as any vehicle displaying commercial, charitable or institutional signage or having any other indicia of being used for commercial purposes, including but not limited to commercial license plates, the presence of ladders, ladder racks, tools, commercial equipment, heavy machinery, or otherwise, which determination shall be in the sole discretion of the Board of Directors, shall not be permitted to park anywhere on the Common Elements or Condominium Property, except that temporary, short term parking of commercial vehicles for purposes of delivery or during daytime hours by contractors actively performing work on site may be permitted. Law enforcement and fire rescue vehicles shall not be deemed commercial vehicles.

Boats, trailers, recreational vehicles, mobile homes, truck-mounted campers, all terrain vehicles, dune buggies, go-karts, golf carts (except for those owned or operated by the Association and/or its

agents), limousines, agricultural vehicles, semis, tractors, tractor trailers, buses, tow trucks, travel trailers, vehicles which are not fully mechanically operable, vehicles leaking fluids, vehicles which are not currently registered for use or vehicles without license plates affixed to them shall not be permitted to park anywhere on the Common Elements or Condominium Property.

No vehicle shall be permitted to park in any parking space on the Common Elements or Condominium Property if the vehicle's dimensions exceed the dimensions of the parking space, widthwise or lengthwise.

All vehicles parked on the Common Elements or Condominium Property in violation of the foregoing provisions or any other provision of this Declaration or the By-Laws, shall be subject to being towed in accordance with Chapter 715.07 of the Florida Statutes, as amended from time to time, at the sole expense of the owner or lessee of the vehicle, but not until after the Association has placed a warning notice on the vehicle and a minimum of twenty-four (24) hours has passed. This notice and minimum time requirement shall not apply to instances where the Board of Directors has determined that the vehicle poses an active risk to property or life safety or in instances of an emergency. Towing shall not be the exclusive remedy of the Association.

