

This instrument prepared by *Return to:*
ROBERT L. BEALS, ESQ.
GRAY, HARRIS & ROBINSON, P.A.
P. O. Box 1870
Melbourne, FL 32902-1870

**FIRST AMENDMENT TO DECLARATION OF CONDOMINIUM
OF BOUCHELLE ISLAND VIII, A CONDOMINIUM**

BOUCHELLE ISLAND VIII CONDOMINIUM ASSOCIATION, INC., a Florida not for profit corporation ("the Association"), pursuant to the authority reserved in Article 6 of the Declaration of Condominium of BOUCHELLE ISLAND VIII, A CONDOMINIUM, hereby amends the Declaration of Condominium recorded in Official Records Book 3736, Page 4081, Public Records of Volusia County, Florida (the "Declaration"), as follows:

1. Article 3 is hereby amended by submitting the property described in Exhibit G attached hereto and made a part hereof to condominium ownership ("the garage property"). The garage property consists of individual parking garage spaces.

2. The Association shall execute an assignment in accordance with the attached Assignment of Interest in Enclosed Parking Space, Exhibit A to the following unit owners, which Assignment shall create a limited common element appurtenant to the unit identified herein below.

Unit No.	Unit Owner	Garage Number
106	Andrew Donald & Shirleen B. Donald	4
202	Walter Schild & Leni Schild	5
101	Elaine E. Majurski	6

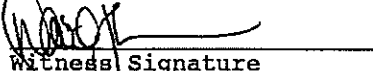
3. Exhibit E to the Declaration of Condominium is hereby amended by the addition of a budget for the garage property, which is attached hereto as Exhibit B. Each garage property owner shall be responsible for a proportionate share of the expenses associated with maintenance and repair of the garage spaces.

IN WITNESS WHEREOF, the Association has caused this First Amendment to be executed and delivered on this 29th day of May, 1996.

BOUCHELLE ISLAND VIII CONDOMINIUM
ASSOCIATION, INC.


Witness Signature

P. HEDRICK
Print Witness Name


Witness Signature

David J. Mowen
Print Witness Name

By: Walter Schild
Walter Schild, President

Address: 404 BOUCHELLE DR. APT 202
NEW SMYRNA BEACH, FLA. 32109

STATE OF FLORIDA)
 Volusia)
COUNTY OF BREVARD) ss:

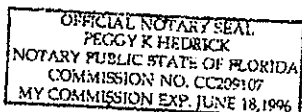
THE FOREGOING INSTRUMENT was acknowledged before me this 29th
day of May, 1996, by Walter Schild as President of BOUCHELLE
ISLAND VIII CONDOMINIUM ASSOCIATION, INC., a Florida corporation
not for profit, who is personally known to me, or who produced _____
Florida Drivers License as identification, and
who did take an oath.

Peggy K Hedrick
Notary Public Signature

My commission expires:

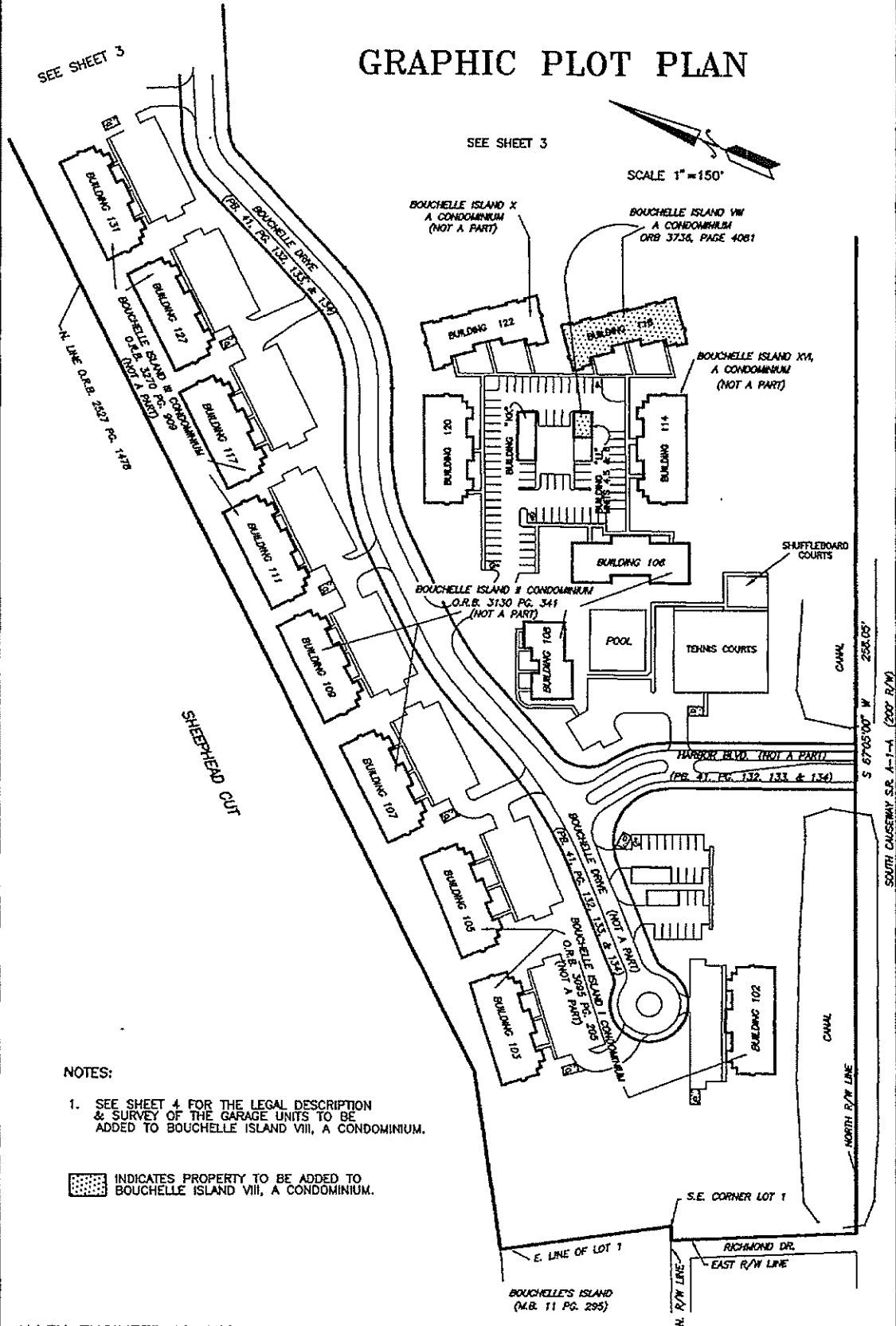
PEGGY K Hedrick
Print Notary Public Name

condo\bouchelle\garage.wd



BOUCHELLE ISLAND VIII, A CONDOMINIUM

GRAPHIC PLOT PLAN



NOTES:

1. SEE SHEET 4 FOR THE LEGAL DESCRIPTION & SURVEY OF THE GARAGE UNITS TO BE ADDED TO BOUCHELLE ISLAND VIII, A CONDOMINIUM.

INDICATES PROPERTY TO BE ADDED TO BOUCHELLE ISLAND VIII, A CONDOMINIUM.

ALLEN ENGINEERING, INC.
106 DIXIE LANE
COCOA BEACH, FLORIDA
APRIL 12, 1996

EXHIBIT "C"

SHEET 1 OF 6

B18GPP.DWG

[illegible]

1. SEE SHEET 4 FOR THE LEGAL DESCRIPTION
& SURVEY OF THE GARAGE UNITS TO BE
ADDED TO BOUCHELLE ISLAND VIII, A CONDOMINIUM.

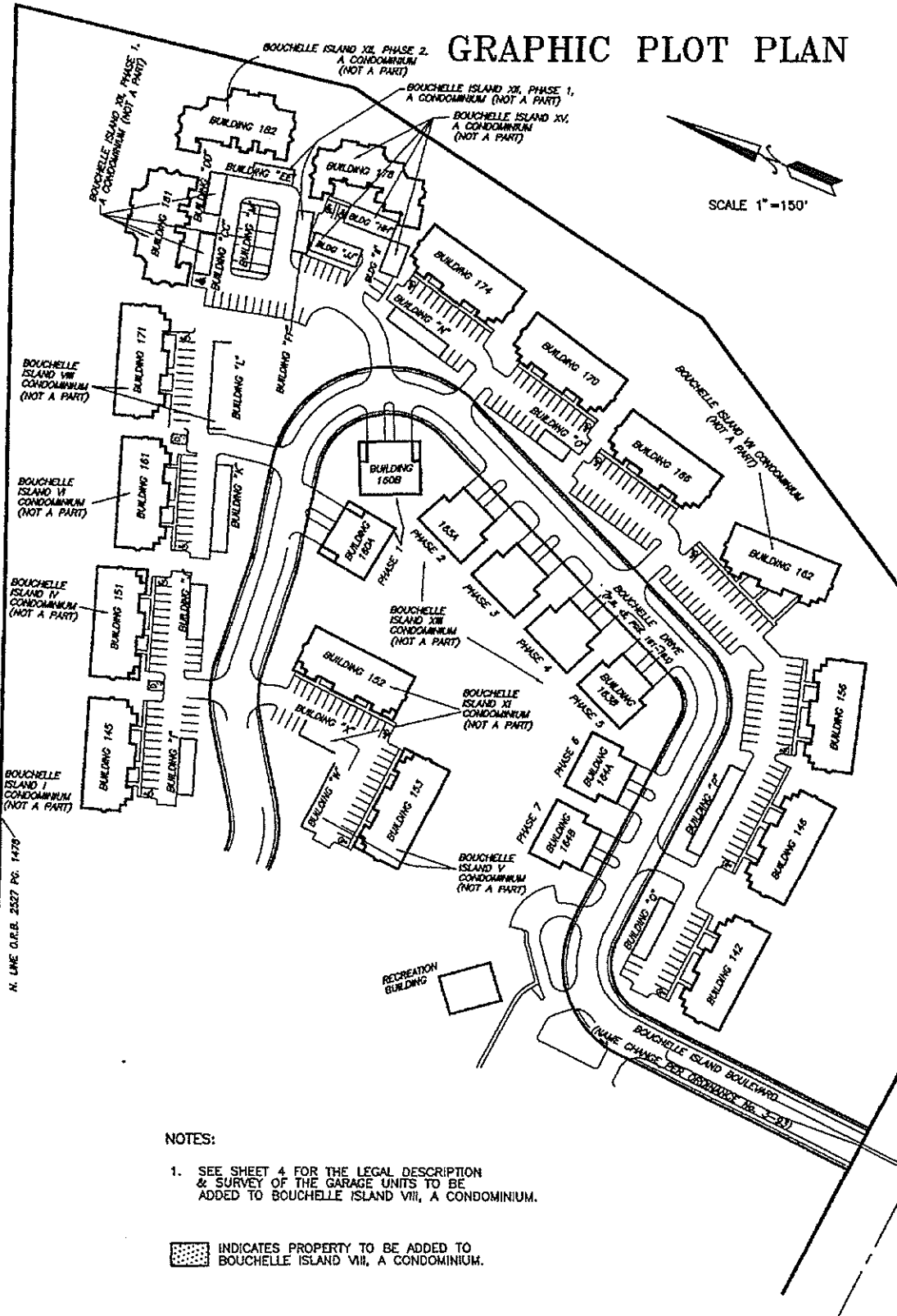
ALLEN ENGINEERING, INC.
106 DIXIE LANE
COCOA BEACH, FLORIDA
APRIL 12, 1996

SHEET 2 OF 6

B18GPP.DWG

BOUCHELLE ISLAND VIII, A CONDOMINIUM

GRAPHIC PLOT PLAN



NOTES:

1. SEE SHEET 4 FOR THE LEGAL DESCRIPTION & SURVEY OF THE GARAGE UNITS TO BE ADDED TO BOUCHELLE ISLAND VIII, A CONDOMINIUM.

 INDICATES PROPERTY TO BE ADDED TO BOUCHELLE ISLAND VIII, A CONDOMINIUM.

ALLEN ENGINEERING, INC.
106 DIXIE LANE
COCOA BEACH, FLORIDA
APRIL 12, 1996

EXHIBIT "G"

SHEET 3 OF 6

BIGPP.DWG

BOUCHELLE ISLAND VIII, CONDOMINIUM

SKETCH OF SURVEY

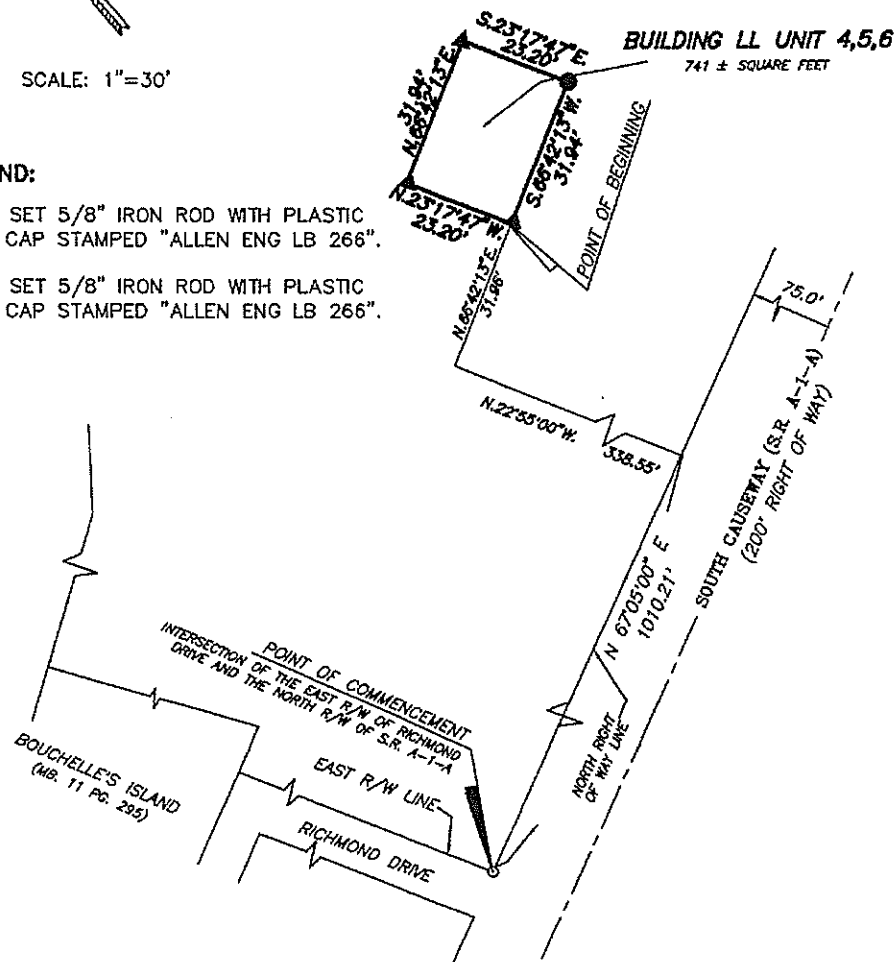
BUILDING "LL", UNITS 4,5 & 6



SCALE: 1"=30'

LEGEND:

- ▲ = SET 5/8" IRON ROD WITH PLASTIC CAP STAMPED "ALLEN ENG LB 266".
- = SET 5/8" IRON ROD WITH PLASTIC CAP STAMPED "ALLEN ENG LB 266".



BUILDING "LL" UNITS 4, 5 AND 6

A parcel of land lying in Section 16, Township 17 South, Range 34 East, Volusia County, Florida, being more particularly described as follows:

Commence at the intersection of the Easterly right of way line of Richmond Drive (a 50.00 foot wide right of way as shown on the plat of BOUCHELLE'S ISLAND, as recorded in Map Book 11, Page 295 of the Public Records of Volusia County, Florida) and the Northerly right of way line of South Causeway (State Road A-1-A, a 200.00 foot wide right of way); thence N67°05'00"E, along the Northerly right of way line of said South Causeway, a distance of 1,010.21 feet; thence N22°55'00"W, a distance of 338.55 feet; thence N66°42'13"E, a distance of 31.96 feet, to the POINT OF BEGINNING of the herein described parcel; thence N23°17'47"W, a distance of 23.20 feet; thence N66°42'13"E, a distance of 31.94 feet; thence S23°17'47"E, a distance of 23.20 feet; thence S66°42'13"W, a distance of 31.94 feet, to the POINT OF BEGINNING; Containing 741 square feet, more or less.

Also, less and except:

ALLEN ENGINEERING, INC.
106 DIXIE LANE
COCOA BEACH, FLORIDA
APRIL 12, 1996

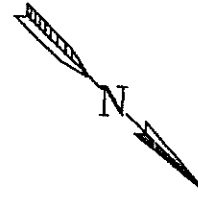
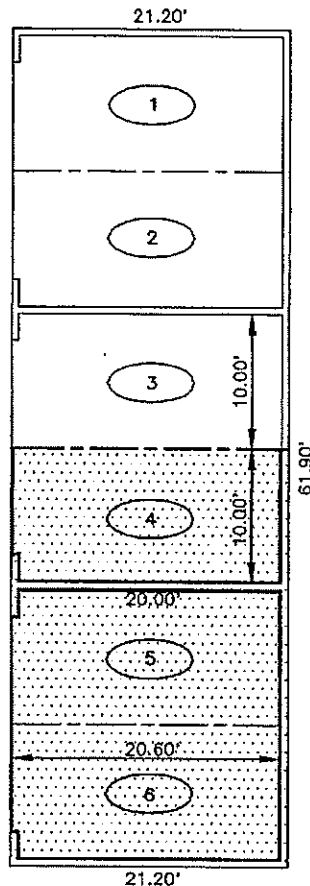
EXHIBIT "G"

SHEET 4 OF 6

B18811.DWG

BOUCHELLE ISLAND VIII, A CONDOMINIUM

FLOOR PLAN BUILDING "LL" UNITS 4,5 & 6

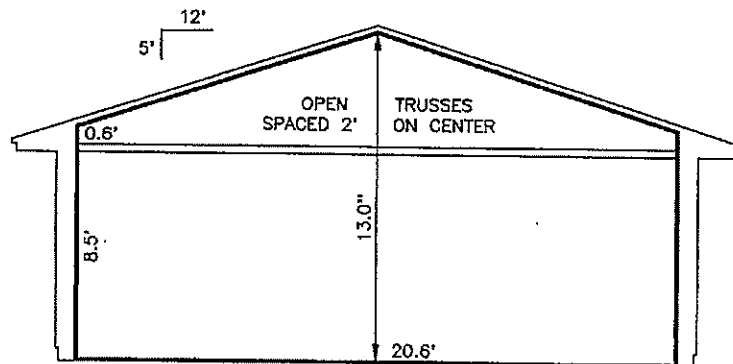


NOT TO SCALE

SURVEYOR'S NOTES

1. THE FINISHED FLOOR ELEVATION IS 7.74'.
2. THE UNITS HAVE VAULTED CEILINGS. REFER TO THE UNIT ELEVATION PLAN ON SHEET 6.
3. ——— INDICATES THE LIMITS OF THE UNITS.
4. (1) INDICATES THE SPACE NUMBER DESIGNATION.
5. THE PARKING SPACES SHOWN ARE COMMON ELEMENTS OF THE CONDOMINIUM LIMITED TO THE USE OF CERTAIN UNITS, SET FORTH IN THE DECLARATION.
6. THE ELEVATIONS SHOWN ARE BASED ON U.S.C. & G.S. DISK "Z-211," HAVING AN ELEVATION OF 7.411 FEET (N.G.V. DATUM OF 1929).

BOUCHELLE ISLAND VIII, A CONDOMINIUM



VERTICAL LIMITS ELEVATION PLAN

BUILDING "LL"

NOT TO SCALE

SURVEYOR'S NOTES:

1. ——— INDICATES THE LIMITS OF THE UNIT.

ALLEN ENGINEERING, INC.
106 DIXIE LANE
COCOA BEACH, FLORIDA
APRIL 12, 1996

EXHIBIT "G"

SHEET 6 OF 6

BI8VERT.DWG

ASSIGNMENT OF INTEREST IN
PARKING SPACE

THIS ASSIGNMENT OF INTEREST IN PARKING SPACE ("Assignment") is made this _____ day of _____, 19____, by BOUCHELLE ISLAND VIII CONDOMINIUM ASSOCIATION, INC., a Florida corporation not for profit (the "Association" or the "Assignor"), whose address is _____, to _____ ("Assignee"), whose address is _____.

RECITALS:

WHEREAS, the Association is the Developer of BOUCHELLE ISLAND VIII, A CONDOMINIUM (the "Condominium"), located in Volusia County, Florida;

WHEREAS, the Condominium is a condominium under Chapter 718, Florida Statutes, and as part of the Condominium, there are _____ covered parking spaces (the "Parking Spaces"). A diagram of the Parking Spaces is attached hereto as Exhibit A. The Parking Spaces are designated as a Limited Common Element under, and governed by, the Declaration of Condominium for Condominium as recorded in Official Records Book 3870, Page 4545, Public Records of Volusia County, Florida (the "Declaration");

WHEREAS, the Association is the owner of Unit No. _____, of the Condominium according to the Declaration; and

WHEREAS, the Association has agreed to assign to Assignee all of its rights to certain Parking Space(s) described below.

NOW, THEREFORE, for and in consideration of the sum of TEN (\$10.00) DOLLARS, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Recitals. The above recitals are true and correct and form a material part of this Assignment.

2. Assignment of Parking Space. The Association hereby grants, bargains, sells, assigns, and transfers to Assignee all of its right, title, and interest in and to:

Covered Parking Space No. _____, as shown on Exhibit G to the Declaration of Condominium of BOUCHELLE ISLAND VIII, A CONDOMINIUM, as amended in Official Records Book __, Page __, Public Records of Volusia County, Florida, (the "Parking Space"), which Covered Parking Space is a Limited Common Element of BOUCHELLE ISLAND VIII, A CONDOMINIUM.

The Association is conveying all its right, title and interest to the above-described Parking Space, which includes an exclusive right to use the Parking Space.

3. Applicable Rules and Regulations. The use of the Parking Space is subject to rules and regulations promulgated by the Association and the BOUCHELLE ISLAND COMMUNITY SERVICES ASSOCIATION, INC. (the "CSA"), and all terms and provisions set forth in the Declaration. Assignee agrees to comply with all rules and regulations governing the Parking Spaces.

4. Further Assignment by Assignee. Assignee may assign the Parking Space only to a person owning a unit in BOUCHELLE ISLAND VIII, A CONDOMINIUM. Such assignment shall be in compliance with Florida law and shall be on forms approved by the

EXHIBIT 17 TO THE PROSPECTUS

Association. The Association shall be provided with notice of the Assignment, which notice shall be sent to the following address:

BOUCHELLE ISLAND VIII CONDOMINIUM ASSOCIATION, INC.

5. Exceptions. This Assignment is made subject to and Assignee shall be bound by the terms, conditions and regulations contained in the Declaration and the Declaration of Covenants, Conditions and Restrictions for BOUCHELLE ISLAND as recorded in Official Records Book 3095, Page 161, Public Records of Volusia County, Florida.

6. Use of Parking Space. Assignee agrees that only reasonable and customary use will be made of the Parking Space covered hereby, and that no unnecessary wear and tear, disturbance, nuisance, rubbish or garbage will be permitted on the Parking Space or adjacent facilities or premises. Assignee agrees to keep the Parking Space and adjacent premises free and clear of gear, tackle and other obstructions, and Assignee will dispose of all rubbish and garbage in appropriate containers. Assignee shall be responsible for the conduct and actions of his or her guests.

7. Damages and Insurance. The Association will not be responsible for any injuries and property damage caused by or arising out of the use of the Parking Space. The use of all of the Parking Space is entirely at the risk of Assignee, as to theft, fire, vandalism and other Acts of God.

The Association does not maintain insurance covering the personal property of Assignee. It is the responsibility of Assignee to adequately insure its personal property.

8. No Liability for Damages. Assignor, its employees or agents shall not be responsible for any injuries, including death, or property damage resulting from, caused by, or arising out of the use of the Parking Space. Assignee releases and discharges Assignor from any and all liability from loss, injury or damages to persons or property sustained while in or on the Parking Space.

9. Miscellaneous.

(a) Execution by Parties. This Assignment shall not become effective until it has been executed by all of the parties hereto, but shall be dated for purposes hereof as of the date and year first above written.

(b) Applicable Law. This Assignment shall be construed under the laws of the State of Florida.

(c) Time of the Essence. Time is of the essence.

(d) Binding Effect Upon Successors and Assigns. This Assignment shall be binding upon and inure to the benefit of, respectively, the parties, their successors, legal representatives, grantees and assigns, as applicable and appropriate.

(e) Severability. If any term of this Assignment shall be held to be invalid, illegal, or unenforceable, the validity of the other terms of this Assignment shall in no way be affected thereby.

(f) Counterparts. This Assignment may be executed in any number of counterparts, each of which, when so executed and delivered, shall be an original, but each counterpart shall together constitute one and the same instrument.

(g) Attorneys' Fees. If it becomes necessary for either party herein, their successors or assigns, or the Association, to seek legal means to enforce the terms of this Assignment, the nonprevailing party will be liable for all reasonable attorneys' fees, collection costs, travel expenses, deposition costs, expert witness expenses and fees, and any other cost of whatever nature reasonably and necessarily incurred by the prevailing party as a necessary incident to the prosecution or defense of such action plus court costs in all proceedings, trials and appeals.

(h) Waiver. No waiver of any breach of this Assignment shall be held to be a waiver of any other or subsequent breach. All remedies afforded in this Assignment shall be taken and construed as cumulative, this is, in addition to every other remedy provided therein or by law. The failure of either party to enforce at any time any of the provisions of this Assignment, or to exercise any option which is herein provided, or to require at any time performance by the other party of any of the provisions hereof, shall in no way be construed to be a waiver or create an estoppel from enforcement of such provisions, nor in any way to affect the validity of this Assignment or any part thereof, or the right of either party to thereafter enforce each and every such provision, or to seek relief as a result of the prior breach.

(i) Total Agreement. This Assignment contains the entire understanding of the parties and supersedes all previous verbal and written agreements. There are no other agreements, representations or warranties not set forth herein.

10. Notice. All notices to be given with respect to this Assignment shall be in writing. Notices may be hand delivered or may be sent by regular mail to the addresses set forth above.

IN WITNESS WHEREOF, the parties hereto have executed this Assignment on the day and year first above written.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

ASSIGNOR:

BOUCHELLE ISLAND VIII CONDOMINIUM
ASSOCIATION, INC.

Witness Signature

By: _____

Print Witness Name

Address: _____

Witness Signature

Print Witness Name

STATE OF FLORIDA)
) ss:
COUNTY OF BREVARD)

THE FOREGOING INSTRUMENT was acknowledged before me this ____
day of May, 1996, by _____ as President of BOUCHELLE
ISLAND VIII CONDOMINIUM ASSOCIATION, INC., a Florida corporation
not for profit, who is personally known to me, or who produced ____
_____ as identification, and
who did take an oath.

My commission expires:

Notary Public Signature

Print Notary Public Name

ASSIGNEE:

Witness Signature

Print Witness Name

Witness Signature

Address: _____

Print Witness Name

STATE OF _____)
) ss:
COUNTY OF _____)

THE FOREGOING INSTRUMENT was acknowledged before me this ____
day of _____, 19____, by _____
_____, who are personally known to me,
or who produced _____ as
identification, and who did take an oath.

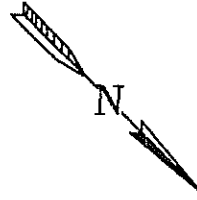
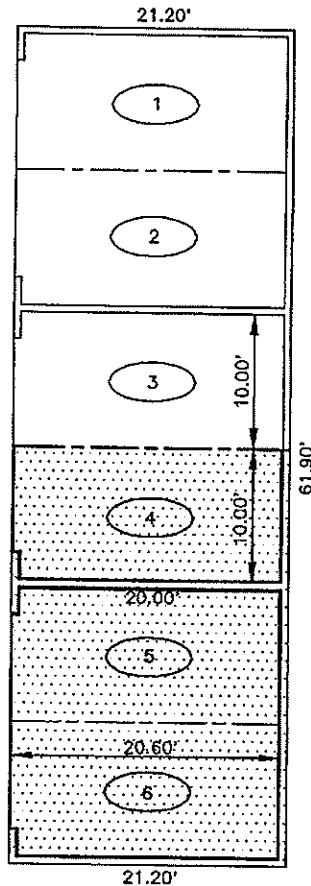
My commission expires:

Notary Public Signature

Print Notary Public Name

BOUCHELLE ISLAND VIII, A CONDOMINIUM

FLOOR PLAN BUILDING "LL" UNITS 4,5 & 6



NOT TO SCALE

SURVEYOR'S NOTES

1. THE FINISHED FLOOR ELEVATION IS 7.74'.
2. THE UNITS HAVE VAULTED CEILINGS. REFER TO THE UNIT ELEVATION PLAN ON SHEET 6.
3. ——— INDICATES THE LIMITS OF THE UNITS.
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6. THE ELEVATIONS SHOWN ARE BASED ON U.S.C. & G.S. DISK "Z-211," HAVING AN ELEVATION OF 7.411 FEET (N.G.V. DATUM OF 1929).

Estimated Operating Budget for BOUCHELLE ISLAND VILL, A CONDOMINIUM THREE GARAGES January 1, 1996 - December 31, 1996		
ITEM	MONTHLY	ANNUALLY
EXPENSES FOR ASSOCIATION AND CONDOMINIUM:		
A. Administrative Expenses:	NA	NA
Accounting and Legal	NA	NA
Office Expense	NA	NA
B. Management Fees	NA	NA
C. Maintenance:	NA	NA
Maintenance Personnel	NA	NA
Exterminating	7.50	90.00
Termite Bond	NA	NA
Elevator Maintenance	NA	NA
Pool Service & Chemicals	NA	NA
Trash Removal, Recycling, Yard Debris	NA	NA
Grounds and Lawn Service	NA	NA
Building Supplies and Repairs	NA	NA
D. Rent for Recreational and Other Commonly Used Facilities	NA	NA
E. Taxes Upon Association Property	NA	NA
F. Taxes Upon Leased Areas	NA	NA
G. Insurance	12.50	150.00
H. Security Provisions	NA	NA
I. Other Expenses:	NA	NA
Electric	5.00	60.00
Water and Sewer	NA	NA
Telephone	NA	NA
Gas	NA	NA
TV Cable	NA	NA
J. Operating Capital	NA	NA
K. Reserves: (all Reserves are restricted)	NA	NA
Reserve for Deferred Maintenance	NA	NA
Reserve for Depreciation	NA	NA
Other Reserves:	NA	NA
Roof Replacement:	NA	NA
Est. Life:	NA	NA
Renewal Warranty:	NA	NA
Est. Remaining Useful Life:	NA	NA
Current Balance in Reserve Account: \$-0-	NA	NA
Licenses & Permits (Pool)	NA	NA

EXHIBIT B

Building Repainting:	NA	NA
Est. Life:	NA	NA
Est. Replacement Cost:	NA	NA
Est. Remaining Useful Life:	NA	NA
Current Balance in Reserve Account: \$-0-	NA	NA
Pavement Resurfacing:	NA	NA
Est. Life:	NA	NA
Est. Replacement Cost:	NA	NA
Est. Remaining Useful Life:	NA	NA
Current Balance in Reserve Account: \$-0-	NA	NA
L. Fees Payable to Division:	NA	NA
EXPENSES FOR UNIT OWNER:		NA
A. Rent for the Unit, if Subject to Lease	NA	NA
B. Rent Payable by Unit Owner Directly to Lessor or Agent Under any Recreational Lease or Lease for the Use of Commonly Used Facilities	NA	NA
TOTALS:	25.00	300.00
PROJECTED OPERATING BUDGET PER UNIT (3) UNITS)	8.33	100.00

condo\bouchell\garbud.x

