

Prepared by and returned to:

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Fort Myers, FL 33966

CERTIFICATE OF AMENDMENT

COMBINED, THIRD AMENDED AND RESTATED DECLARATION OF CONDOMINIUM

OF

POINTE SANTO DE SANIBEL CONDOMINIUM, A CONDOMINIUM POINTE SANTO DE SANIBEL CONDOMINIUM II, A CONDOMINIUM

I HEREBY CERTIFY that the following amendments to the Combined, Third Amended and Restated Declaration of Condominium of Pointe Santo de Sanibel Condominium, A Condominium and Pointe Santo de Sanibel Condominium II, A Condominium were duly adopted by the Association membership at the duly noticed Annual Members' Meeting of the Association on the 22nd day of January 2015. Said amendments were approved by a proper percentage of voting interests of the Association.

The original Declaration of Condominium for Pointe Santo de Sanibel Condominium, a Condominium was recorded at O.R. Book 1084, Page 2108 *et seq.*, of the Public Records of Lee County, Florida. The original Declaration of Condominium for Pointe Santo de Sanibel Condominium II, a Condominium was recorded at O.R. Book 1192, Page 1788 *et seq.*, of the Public Records of Lee County, Florida. The Amended and Restated Declaration of Condominium for Pointe Santo de Sanibel Condominium, a Condominium was recorded at O.R. Book 1954, Page 3459 *et seq.*, of the Public Records of Lee County, Florida. The Amended and Restated Declaration of Condominium for Pointe Santo de Sanibel Condominium II, a Condominium was recorded at O.R. Book 1954, Page 3507 *et seq.*, of the Public Records of Lee County, Florida. The Second Amended and Restated Declaration of Condominium for Pointe Santo de Sanibel Condominium, a Condominium is recorded at O.R. Book 2822, Page 747 *et seq.*, of the Public Records of Lee County, Florida. The Second Amended and Restated Declaration of Condominium for Pointe Santo de Sanibel Condominium II, a Condominium is

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recorded at O.R. Book 2822, Page 695 *et seq.*, of the Public Records of Lee County, Florida. The Combined, Third Amended and Restated Declaration of Condominium is recorded at Instrument No. 2008000018095 of the Public Records of Lee County, Florida.

Additions indicated by underlining.
Deletions indicated by ~~striking through~~.

Amendment No. 1: Articles 1.29, 1.32, 8.9, 9.2.1 and 9.10, Combined, Third Amended and Restated Declaration of Condominium

1. DEFINITIONS. As used herein or elsewhere in the Condominium Documents, unless otherwise provided, the terms used shall be as defined in the Act and as herein provided:

(Sections 1.1 through 1.28 Remain Unchanged)

1.29 “Unit” or “unit” means a part of the Condominium Property subject to exclusive Ownership. References to Unit shall refer to Residential Units unless the context of the use of that term suggests or contemplates application to Garage Units or to both Unit types, as determined in the sole discretion of the Board.

1.29.1 “Residential Unit” shall refer to the residential apartments described in Article 8.1-8.4 below.

1.29.2 “Garage Unit” shall refer to the garages described in Article 8.9 below. Garage Units are not assigned an appurtenant share of ownership in the Common Elements, the Common Surplus, nor do Garage Units have voting rights. Owners of Garage Units may be subject to Assessments and/or Charges for maintenance, repair, replacement or other purposes as set for in this Declaration.

(Sections 1.30 through 1.31 Remain Unchanged)

1.32 “Voting Interest” means and refers to the arrangement established in the Condominium Documents by which the Owners of each Residential Unit collectively are entitled to one vote in the Association matters. There are 141 Residential Units in the Association, so the total number of voting interests is 141.

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8. CONDOMINIUM UNITS AND APPURTENANCES. Condominium Units are those cubicles of space, and all improvements constructed therein identified and described in the Surveyor’s Plat, Exhibit “A.” The horizontal and vertical boundaries of the Condominium Units shall be as follows:

(Sections 8.1 through 8.8 Remain Unchanged)

8.9 Garages. Exhibit "A" (attached to the originally recorded Declarations as Exhibit "B") designates certain garages. Title to each garage is vested in various individual Residential Unit Owners or the Association. Each garage is capable of being separately conveyed but any such conveyance shall be to another Residential Unit Owner or the Association. No Unit Owner may acquire more than two (2) garages per Residential Unit owned, ~~provided that~~ the Association can own and utilize garages for common purposes without limit as to number and without regard to whether the Association owns any Residential Unit. The Association's use of Garage Units may include without limitation, use of Garage Units for administrative offices of the Association. The maintenance, repair and replacement thereof shall be at the expense of the record Owner of title as provided for in Section 9 of this Declaration. The Board, in its sole discretion, shall have the authority to establish a Charge against Garage Unit Owners for the cost of maintenance of portions of the Garage Unit not maintained by the Garage Unit Owner. Any specific expense incurred by the Association related to the maintenance, repair or replacement of any portion of a Garage Unit or the structure containing a Garage Unit shall be the responsibility of the applicable Garage Unit Owner or Owners, as the case may be.

(Remainder of Article 8 Remains Unchanged, Except as Indicated Below)

* * * * *

9. MAINTENANCE, ALTERATION AND IMPROVEMENTS. Responsibility for the maintenance of the Condominium Property, and restrictions upon the alteration and improvement thereof, shall be as follows:

(Section 9.1 Remains Unchanged)

9.2 Unit Owner Maintenance. Each Unit Owner is responsible, at his own expense, for all maintenance, repairs, and replacements of his own Unit and those Limited Common Elements serving his Unit, if so provided herein, whether ordinary or extraordinary including, without limitation: all drywall, lath, plasterboard, furring, and similar materials in the perimeter walls and ceilings of the unit and the finishes thereof; interior partitions, the finishes thereof, the structural framing related thereto (assuming non-load bearing); all electrical or plumbing facilities located in the Unit, which service only the individual Unit plus all electrical facilities from the electrical meter inward, which service only that Unit; window installations including the window frame and encasement, the plate glass, exterior and interior caulking, window locking and opening mechanisms, and the window sill; maintenance, repair and replacement of window screens, screen doors or balcony screens (including hardware and framing); sliding glass doors and the structural components thereof, including trim and caulking; Unit front entry door, except that the Association may paint entry doors when it is painting the entire Buildings; all other doors and the framing and structural components thereof (including trim, caulking, locks and hardware) within or servicing the Unit; the electrical, mechanical and plumbing fixtures and outlets (including connections) within a Unit and serving only that Unit including sinks, toilets, tubs, showers, shower pans, and all related Fixtures and installations; appliances; all portions of the heating and air conditioning equipment (including compressors, air handlers and freon lines) and utility installations and connections serving an individual Unit, no matter where located (except that Association shall maintain chases

housing freon lines), dryer vents to the point of termination (even if exterior to the Unit), air conditioner discharge lines to the point of termination or connection to another discharge (even if exterior to the Unit); carpeting and other floor covering (including balcony areas); door and window hardware and locks; all other facilities or Fixtures located or contained entirely within a Unit which serve only that Unit. All incoming plumbing from the shut-off valve (at hot water) inward is a specific Unit Owner responsibility. Outbound plumbing is the responsibility of the Owner until the point of connection to a vertical disposal, even if outside the Unit boundary. All said areas, if located outside of the boundaries of the Unit, are declared Limited Common Elements.

9.2.1 Garages. Each Owner of a garage shall be responsible for the maintenance of its interior and its mechanical components and all expenses thereof, such responsibility includes but is not limited to all drywall and other interior finishes within the Garage Unit. The exterior of the garage, including doors and associated hardware, will be maintained, repaired and replaced by the Association but at the sole expense of the garage Owner. No material alterations may be made to a garage without the consent and approval of the Board of Directors.

(Sections 9.3 through 9.9 Remain Unchanged)

9.10 Negligence Damage Caused by Condition of Unit. Each Unit Owner, whether the Owner of a Residential Unit or Garage Unit, shall be liable to the Association and/or other Unit Owners for the expenses of any maintenance, repair or replacement of the Condominium Property, made necessary by his intentional act or negligence, or by that of any member of his Family or his or their guests, employees, agents, or lessees. If any condition, defect or malfunction existing within a Unit or Limited Common Elements which the Unit Owner is obligated to maintain, if caused by the Owner's negligence or failure to comply with the Condominium Documents or applicable law, shall cause damage to the Common Elements, Association Property, or to other Units, the Owner of the offending Unit shall be liable to the person or entity responsible for repairing the damaged areas for all costs of repair or replacement not paid by insurance (including the deductible) and without waiver of any insurer's subrogation rights, provided that such responsibility shall be conditioned on the neighboring Unit(s) being adequately insured based on local standards and conditions. Further, any claim of a Unit Owner against the Association or another Unit Owner relative to damage to the Condominium Property, to the extent the Association or other Unit Owner might otherwise be liable pursuant to the Condominium Documents or applicable law, shall be predicated upon said Unit Owner being adequately insured based on local standards and conditions. Should any Unit Owner fail to maintain such insurance, any claim will be reduced to the extent such Unit Owner's insurance, if obtained pursuant to the above-described standards, would have provided coverage or compensation for the loss. The requirement that the individual Unit Owner obtain insurance shall not be construed to confer any additional liability on the Association or Unit Owners, but is intended to require Unit Owners and the Association to respectively insure risks that are customarily experienced in condominiums located in Florida's coastal communities, condominiums in general, including but not limited to damages occasioned by windstorms, hurricanes, tornadoes, floods, rainstorms, bursting pipes, water seepage and leakage, lost rentals, mold and mildew. If one or more of the Units involved is not occupied at the time a damage incident is discovered, the Association may

enter the Unit(s) without prior notice to the Owner(s) and take reasonable action to mitigate damage or prevent its spread, at the Unit Owner's expense. The Association may, but is not obligated to, repair the damage without the prior consent of the Owner, in the event of an emergency, and the Owner shall be responsible for reimbursement of the Association, with the cost being secured by a lien for Charges.

(Remainder of Article 9 Remains Unchanged)

Amendment No. 2: Article 8.14, Combined, Third Amended and Restated Declaration of Condominium

8. CONDOMINIUM UNITS AND APPURTENANCES. Condominium Units are those cubicles of space, and all improvements constructed therein identified and described in the Surveyor's Plat, Exhibit "A." The horizontal and vertical boundaries of the Condominium Units shall be as follows:

(Sections 8.1 through 8.13 Remain Unchanged, Except as Indicated Above)

8.14 Sun/Roof Decks. Exhibit "A" designates certain sun/roof decks. These sun/roof decks shall be limited common elements assigned for the exclusive use of the following units in Pointe Santo de Sanibel Condominium: D41, D42, D43, D44, D45, D46, D47, E41, E42, E43, E44, E45, E46 and E47; and the following units in Pointe Santo de Sanibel Condominium II: A41, A42, A43, A44, A45, A46, A47, B41, B42, B43, B44, B45, B46, B47, C41, C42, C43, C44, C45, C46, C47 & F1. Routine maintenance of the sun/roof decks shall be the responsibility of the Association at the expense of the Unit Owner having the right to use same. The Unit Owner having the right to use the sun/roof decks shall be responsible for the maintenance, repair and replacement of all railings, decking, privacy fences, stairway covers and similar components serving such sun/roof deck. Further, at such time as the roof is to be replaced or substantially repaired, all costs associated with the removal, repair, or replacement of the limited common element sun/roof decks, including the removal and reinstallation or replacement of the items described in the preceding sentence if necessitated by such repair or replacement shall be treated as a common expense.

(Remainder of Article 8 Remains Unchanged)

Amendment No. 3: Articles 14.1 and 15.2, Combined, Third Amended and Restated Declaration of Condominium

14. USE RESTRICTIONS. Use of the property submitted for condominium Ownership shall be in accordance with the following use restrictions and reservations:

14.1 Occupancy of Units; Single Family Residence. No more than four (4) persons may occupy a one bedroom Unit. No more than six (6) persons may occupy a two bedroom (2) Unit or a two bedroom Unit with a den. No more than eight (8) persons may occupy a three bedroom Unit. For the purposes of this restriction, the number of bedrooms in a Unit shall be as specified on the original site plans for the Condominiums. (For purposes of these Condominium Documents, “occupy” means to sleep overnight in the Unit.) No Unit may be divided or subdivided into a smaller Unit nor any portion sold or otherwise transferred. ~~Units~~ No portion of the Condominium Property may not be used for commercial or business purposes, except by the Association. Except for Units owned by the Association, all Units (other than Garage Units) shall be used only for Single Family residential purposes, including permissible use as vacation rentals. Owners (and their Family members and tenants) may use Units for “home office” or “telecommuting” purposes, provided that such uses do not involve customers or clients coming onto the Condominium Property, the postage of any signage ~~in~~ on the Condominium Property or Association Property, including signage affixed to vehicles parked on the Condominium Property or Association Property, the storage of equipment, products, or materials in the Condominium, nor more than two regular deliveries per day of correspondence or similar items from customary express delivery services.

(Remainder of Article 14 Remains Unchanged, Except as Indicated Below)

* * * * *

15. GUEST OCCUPANCY. A “guest” is defined as a person who enters upon the Condominium Property at the invitation of a Unit Owner or tenant, (or their respective families) for the purpose of visiting the Unit Owner or tenant (or their respective families), occupying the Condominium Unit for less than thirty days during any calendar year, or utilizing the Condominium Property. Use or visitation without consideration (payment) distinguishes a guest usage from a tenancy. There are various types of guest uses, which are regulated as follows:

(Section 15.1 Remains Unchanged)

15.2 Overnight Guests When Unit Owner or Tenant is in Residence. Unit Owners and tenants (and their respective families) may have related or unrelated overnight guests, so long as the Unit Owner or tenant is in simultaneous residence. There is no requirement for registration of overnight guests with the Board. The Association may restrict or prohibit guest visitation by convicted felons, including but not limited to registered sex offenders and persons who have been convicted of narcotic offenses. Under no circumstances may more than four (4) persons (including the Unit Owner or tenant, and their families) sleep overnight in a one (1) bedroom Unit, six (6) persons (including the Unit Owner or tenant, and their families) sleep overnight in a two (2) bedroom Unit, including two (2) bedroom Units with a den, and no more than eight (8) people (including the Unit Owner or tenant, and their families) sleep overnight in a three (3) bedroom Unit.

Amendment No. 4: Article 14.4, Combined, Third Amended and Restated Declaration of Condominium

14. USE RESTRICTIONS. Use of the property submitted for condominium Ownership shall be in accordance with the following use restrictions and reservations:

(Sections 14.1 through 14.3 Remain Unchanged)

14.4 Number of Units. ~~No Owner may own or acquire title to more than a combined total of nine (9) units in Pointe Santo de Sanibel Condominium and Pointe Santo de Sanibel Condominium II. An Owner owning more than nine (9) units as of May 9, 1997 may continue to own said units, but may not acquire any additional or different units by purchase or other means except exchange. For purpose of determining ownership in units, the constructive ownership rule of Section 318 of the Internal Revenue Code of 1954, as amended from time to time, shall govern.~~ **Maximum Number of Residential Units Owned.** In order to safeguard property values and avoid the undesirable impacts of concentration of ownership of Residential Units in the Pointe Santo Condominiums in any one person or entity, or group of persons or entities with a common economic objective, combined ownership, as described herein, of Residential Units is limited to a maximum of five (5) units. No natural person, may hold a legal, equitable or contractual interest in more than five (5) Residential Units within the Pointe Santo Condominiums at the same time, either directly in his or her own name, or indirectly in the name of members of such person's immediate family, and/or in the name of or through one or more artificial entities (including but not limited to corporations, limited liability companies, partnerships, limited partnerships and trusts) in which such natural person is an officer, director, shareholder, partner, limited partner, manager, member, trustee or beneficiary. Similarly, no artificial entity (including but not limited to corporations, limited liability companies, partnerships, limited partnerships and trusts) may hold a legal, equitable, or contractual interest in more than five (5) Residential Units within the Pointe Santo Condominiums at the same time, either directly in its own name, or indirectly through the name of any of its officers, directors, shareholders, partners, limited partners, managers, members, trustees or beneficiaries, and/or through the name of any other artificial entity with whom it shares any officer, director, shareholder, partner, limited partner, member, manager, trustee or beneficiary. A natural person and/or artificial entity having a combined ownership interest in more than five (5) Residential Units as of the effective date of this amendment may thereafter continue to maintain the ownership of such Residential Units but may not acquire a legal, equitable, contractual or other financial or ownership interest in any other Residential Unit in the Pointe Santo Condominiums so long as the number of such Residential Units in which an interest is held is five (5) or more. It is the intention of this provision that an Owner of a Residential Unit, in combination with financially related persons or entities, shall be limited to holding a legal, equitable, contractual and/or other financial interest in a maximum of five (5) Residential Units at one time, and that groups of Residential Units exceeding five (5) shall not be owned or controlled by individuals, artificial entities and/or related parties for common investment or other economic purposes. The restrictions contained in this section do not apply to an institutional mortgagee's security interest in Residential Units, nor the ability of such institutional mortgagees to acquire title through

foreclosure or deed in lieu of foreclosure, but shall apply to any conveyance by such institutional mortgagee after acquisition of title by foreclosure or a deed in lieu of foreclosure or otherwise. An institutional mortgagee shall mean any entity that regularly lends money for the financing of the acquisition of real property and is licensed or otherwise legally permitted to do so in the State of Florida. The Board may enact additional rules and regulations or policies or decisions as may be necessary or desirable, as deemed by the Board, to clarify, interpret, apply or enforce this provision.

(Remainder of Article 14 Remains Unchanged)

Amendment No. 5: Article 16.1, Combined, Third Amended and Restated Declaration of Condominium

16. LEASING. The Lease of a Unit is defined as occupancy of the Unit by any person other than the Unit Owner, whether pursuant to verbal or written agreement, where said occupancy by the non-Owner involves consideration (the payment of money, the exchange of goods or services, etc.). The term “leasing” and “renting” shall be used interchangeably for the purpose of this Declaration of Condominium. The term “tenant” and “lessee” shall likewise be used interchangeably. No individual rooms or portions of Residential Units may be rented and no transient tenants may be accommodated. One rental within seven (7) day period is permitted. No person under the age of twenty-two (22) years shall lease any unit unless accompanied by an individual aged twenty-two (22) years or older. All occupants under twenty-two (22) years of age shall be closely supervised at all times by an individual aged twenty-two (22) years or older to ensure that they do not become a source of annoyance to other residents.

16.1 Board Right of Notice. The Board of Directors shall be entitled to notice of any lease prior to the tenant taking occupancy. The Board of Directors shall have the authority to adopt a uniform notification form and any other policies necessary to implement the Board’s right of notice of leases. The failure to comply with all notice requirements, minimum lease terms, occupancy limitations, or any other leasing provisions contained in the Condominium Documents or in rules, regulations and policies adopted by the Board shall be a violation of this Declaration subject to all rights of the Association.

(Remainder of Article 16 Remains Unchanged)

WITNESSES:
(TWO)

POINTE SANTO DE SANIBEL
CONDOMINIUM ASSOCIATION, INC.

Signature

BY: _____
Lee Olson, President

Printed Name

Date: _____

(CORPORATE SEAL)

Signature

Printed Name

STATE OF _____)
) SS:
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____ 2015, by Lee Olson as President of Pointe Santo de Sanibel Condominium Association, Inc., a Florida Corporation, on behalf of the corporation. He is personally known to me or has produced (type of identification) _____ as identification.

Notary Public

Printed Name

My commission expires: _____
ACTIVE: 6645029_1

WITNESSES:
(TWO)

POINTE SANTO DE SANIBEL
CONDOMINIUM ASSOCIATION, INC.

Cathy Chern
Signature
Cathy Chern
Printed Name

BY: Lee Olson
Lee Olson, President

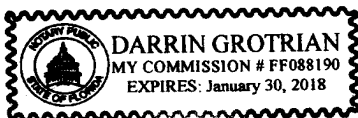
Date: 2/10/15

Heather Harrison
Signature
Heather Harrison
Printed Name

(CORPORATE SEAL)

STATE OF FL)
) SS:
COUNTY OF Lee)

The foregoing instrument was acknowledged before me this 10th day of February 2015, by Lee Olson as President of Pointe Santo de Sanibel Condominium Association, Inc., a Florida Corporation, on behalf of the corporation. He is personally known to me or has produced (type of identification) MN DL as identification.



Darrin Grotrian
Notary Public

Darrin Grotrian
Printed Name

My commission expires: Jan 30, 2018
ACTIVE: 6645029_1

CERTIFICATE OF RECORDING

POINTE SANTO DE SANIBEL CONDOMINIUM ASSOCIATION, INC.

WHEREAS, Pointe Santo de Sanibel Condominium Association (hereinafter "Association") operates Pointe Santo de Sanibel Condominium, A Condominium and Pointe Santo de Sanibel Condominium II, A Condominium; and

WHEREAS, the Condominiums are described in the Declaration of Condominium for Pointe Santo de Sanibel Condominium, a Condominium which was recorded at O.R. Book 1084, Pages 2108 et seq., of the Public Records of Lee County, Florida. The Amended and Restated Declaration of Condominium for Pointe Santo de Sanibel Condominium, a Condominium was recorded at O.R. Book 1954, Pages 3459 et seq., of the Public Records of Lee County, Florida. The Second Amended and Restated Declaration of Condominium for Pointe Santo de Sanibel Condominium, a Condominium is recorded at O.R. Book 2822, Pages 0747 et seq., of the Public Records of Lee County, Florida. The original Declaration of Condominium for Pointe Santo de Sanibel Condominium, a Condominium was recorded at O.R. Book 1084, Pages 2108 et seq., of the Public Records of Lee County, Florida. The Amended and Restated Declaration of Condominium for Pointe Santo de Sanibel Condominium, a Condominium was recorded at O.R. Book 1954, Pages 3459 et seq., of the Public Records of Lee County, Florida. The Second Amended and Restated Declaration of Condominium for Pointe Santo de Sanibel Condominium, a Condominium is recorded at O.R. Book 2822, Pages 0747 et seq., of the Public Records of Lee County, Florida.

The original Declaration of Condominium for Pointe Santo de Sanibel Condominium II, a Condominium was recorded at O.R. Book 1192, Pages 1788 et seq., of the Public Records of Lee County, Florida. The Amended and Restated Declaration of Condominium for Pointe Santo de Sanibel Condominium II, a Condominium was recorded at O.R. Book 1954, Pages 3507 et seq., of the Public Records of Lee County, Florida. The Second Amended and Restated Declaration of Condominium for Pointe Santo de Sanibel Condominium II, a Condominium is recorded at O.R. Book 2822, Pages 0695 et seq., of the Public Records of Lee County, Florida.

The Combined Third Amended and Restated Declaration of Condominium of Pointe Santo de Sanibel Condominium, A Condominium and Pointe Santo de Sanibel Condominium II, a Condominium was recorded at Instrument #2008000018095, of the Public Records of Lee County, Florida; and

WHEREAS, the Members (Unit Owners) of the Association have, by approval of a majority of the Voting Interests, voted to continue to operate the Association with a seven (7) member Board, serving two year staggered terms, as provided in Article 3.1 of the Association's By-Laws; and

WHEREAS, the Association wishes to provide record notice of this action by recording this Notice,

NOW THEREFORE, Notice is placed as follows:

- 1. Pursuant to Section 718.112(2)(d)1, Florida Statutes (2008), the Association shall continue to operate with a seven (7) member Board, serving for two year staggered terms.

WITNESSES:
(TWO)

POINTE SANTO DE SANIBEL CONDOMINIUM
ASSOCIATION, INC.

[Signature]
Signature

BY: [Signature]
Lee Olson, President

[Signature]
Printed Name

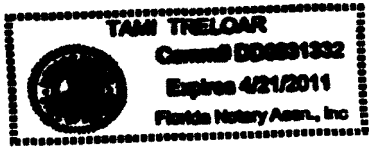
Date: 11/10/08

[Signature]
Signature
Bruce Peterson
Printed Name

(CORPORATE SEAL)

STATE OF Florida
COUNTY OF Lee) SS:

The foregoing instrument was acknowledged before me this 10th day of November, 2008 by Lee Olson as President of Pointe Santo de Sanibel Condominium Association, Inc., a Florida Corporation, on behalf of the corporation. He is personally known to me or has produced (type of identification) _____ as identification.



[Signature]
Notary Public
Tami Treloar
Printed Name

My commission expires: 4/21/2011