

Prepared by and returned to:

Becker & Poliakoff, P.A.
James Robert Caves, Esquire
12140 Carissa Commerce Court, Suite 200
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 amendment 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 was duly adopted by the Association membership at the duly noticed Annual Members' Meeting of the Association on the 23rd day of January 2020. Said amendment was approved by a proper percentage of the 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 recorded at O.R. Book 2822, Page 695 *et seq.*, of the Public Records of Lee County, Florida. The Combined, Third Amended and Restated

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LAW OFFICES
BECKER & POLIAKOFF, P.A.
12140 CARISSA COMMERCE COURT • SUITE 200 • FORT MYERS, FL 33966
TELEPHONE (239) 433-7707

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: Article 9.5, Combined, Third Amended and Restated Declaration of Condominium

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 through Section 9.4 Remain Unchanged)

9.5 Unit Floor Coverings. All units above the first floor (~~upper floor units~~) shall always must have the floors covered with padding and wall-to-wall carpeting, except in kitchens, and bathrooms, foyers, and utility or laundry rooms, and not with tile or other hard floor coverings (including but not limited to, linoleum, wood or marble). For upper floor units with hard floor coverings in the living room, dining room, and/or bedrooms, this hard floor covering must either be removed and replaced with padding and wall-to-wall carpeting, or covered with padding and wall-to-wall carpeting, on or before November 15, 2021. The Board of Directors will have the authority to adopt flooring specifications, including specifications for padding, carpeting, and underlayment. No Unit Owner may replace or install any flooring, including padding and wall-to-wall carpeting and permitted hard floor coverings in kitchens and bathrooms, without the written approval of the Board of Directors. ~~as of May 8, 2000, the hard floor coverings need not be removed pursuant to this provision, but if said hard floor coverings are removed in the future, the hard floor coverings must be replaced with carpet. For upper floor units with hard floor coverings in living rooms, dining rooms, or bedrooms as of May 8, 2000, ("grandfathered" hard flooring) and also for all units, the Board of Directors shall have the authority to adopt additional regulations, specifications, and controls, to reduce noise transmission concerns. Without limiting the generality of the foregoing, or the Board's general rule-making authority, same may specifically include requirements to reduce noise transmission concerns in all existing units with "grandfathered" hard flooring and in all units with kitchens that have hard floor coverings. Balconies (lanais) may not be covered with carpet, and the floor coverings thereof shall be subject to rules adopted by the Board.~~

(Remainder of Article 9 Remains Unchanged)

WITNESSES:
(TWO)

POINTE SANTO DE SANIBEL
CONDOMINIUM ASSOCIATION, INC.

Stephen Williamson
Signature

Stephen Williamson
Printed Name

Hannah Romer
Signature

Hannah Romer
Printed Name

BY: Susan Brown
Susan Brown, President

Date: 6/19/20

(CORPORATE SEAL)

STATE OF New York)
) SS:
COUNTY OF Tompkins)

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this 19 day of June 2020, by Susan Brown as President of Pointe Santo de Sanibel Condominium Association, Inc., a Florida Corporation, on behalf of the corporation. She is personally known to me or has produced (type of identification) NY Drivers License as identification.

Hannah Romer
Notary Public

Hannah Romer
Printed Name

My commission expires: 12-05-2020

HANNAH ROMER
NOTARY PUBLIC-STATE OF NEW YORK
No. 01RO6351562
Qualified in Tompkins County
My Commission Expires 12-05-2020

Prepared by and returned to:

Becker & Poliakoff, P.A.
Joseph E. Adams, Esquire
12140 Carissa Commerce Court, Suite 200
Fort Myers, FL 33966

CERTIFICATE OF AMENDMENT
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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 amendment 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 was duly adopted by the Association membership at the duly noticed Annual Members' Meeting of the Association on the 21st day of January 2016. Said amendment was approved by a proper percentage of the 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 recorded at O.R. Book 2822, Page 695 *et seq.*, of the Public Records of Lee County, Florida. The

Page 1 of 3

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: **Article 14.5 and 14.6, 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:

(Article 14.1 through Article 14.4 Remain Unchanged)

14.5 Smoking. No person shall engage in smoking within or on any balconies/lanais, garages, or sun/roof decks designed for the exclusive use by an individual Unit. Smoking shall mean inhaling, exhaling, burning, carrying or possessing any lighted smoking materials, including cigarettes, cigars or pipes. The use of "electronic" or "vapor" cigarettes, cigars, pipes, or similar apparatus, are likewise defined as smoking and likewise prohibited in the aforementioned areas.

14.6 Additional Restrictions. ~~Attached as Exhibit "D" are~~ Additional use, transfer and other restrictions are contained in the Rules and Regulations, which may be amended from time to time by the Board of Directors. Amendments to the Rules and Regulations may, but need not be recorded in the Public Records. Additional use, transfer and other restrictions are also contained elsewhere in the Condominium Documents.

WITNESSES:
(TWO)

POINTE SANTO DE SANIBEL
CONDOMINIUM ASSOCIATION, INC.

Jackie Zeh
Signature

Signature

JACKIE ZEH
Printed Name

Coeger
Signature

Signature

Colleen M Seeger
Printed Name

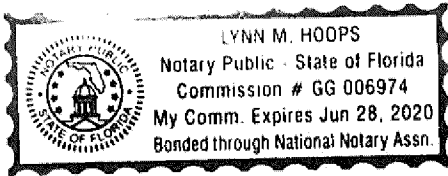
BY: Susan Brown
Susan Brown, President

Date: 11-5-19

(CORPORATE SEAL)

STATE OF Florida)
) SS:
COUNTY OF Lee)

The foregoing instrument was acknowledged before me this 5 day of November 2019, by Susan Brown as President of Pointe Santo de Sanibel Condominium Association, Inc., a Florida Corporation, on behalf of the corporation. She is personally known to me or has produced (type of identification) NY State Driver License as identification.



Lynn M. Hoops
Notary Public

Lynn M. Hoops
Printed Name

My commission expires: Jun 28, 2020
ACTIVE: 12799734_1

Prepared by and returned to:

Becker & Poliakoff, P.A.
James Robert Caves, Esquire
12140 Carissa Commerce Court, Suite 200
Fort Myers, FL 33966

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POINTE SANTO DE SANIBEL CONDOMINIUM II, A CONDOMINIUM

I HEREBY CERTIFY that the following amendment 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 was duly adopted by the Association membership at the duly noticed Special Members' Meeting of the Association on the 19th day of April 2023. Said amendment was approved by a proper percentage of the 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 recorded at O.R. Book 2822, Page 695 *et seq.*, of the Public Records of Lee County, Florida. The Combined, Third Amended and Restated

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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: Article 9.2, Combined, Amended and Restated Declaration of Condominium

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:

(Article 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. With regard to Unit entry doors, each Unit Owner must replace their Unit entry door with a new door by November 15, 2025. The Board of Directors shall select the style of door which must be installed. If any Unit Owner fails to replace the Unit entry door by November 15, 2025, the Association shall have the right to do so and secure the costs of such action with a Lien for Charges as provided by Article 9.9 of this Declaration. 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.

9.2.2 Storage Lockers, Stairs, Sun/Roof Decks, Privacy Fences. These items shall be maintained as set forth in Article 8.

(Remainder of Article 9 Remains Unchanged, Except as Indicated Below)

Amendment No. 2: Article 9.5, Combined, Amended and Restated Declaration of Condominium

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:

(Article 9.1 through Article 9.4 Remain Unchanged, Except as Indicated Above)

9.5 Unit Floor Coverings. ~~All units above the first floor must have the floors covered with padding and wall to wall carpeting, except in kitchens and bathrooms. For upper floor units with hard floor coverings in the living room, dining room, and/or bedrooms, this hard floor covering must either be removed and replaced with padding and wall to wall carpeting, or covered with padding and wall to wall carpeting, on or before November 15, 2021. The Board of Directors will have the authority to adopt flooring specifications, including specifications for padding, carpeting, and underlayment. No Unit Owner may replace or install any flooring, including padding and wall to wall carpeting and permitted hard floor coverings in kitchens and bathrooms, without the written approval of the Board of Directors. Hard floor surfaces (tile, marble, wood, etc.) may be installed in all Units above the ground floor only upon prior written approval of the Board, which shall condition its approval on the Unit Owner's proof of the installation of appropriate sound-deadening material. Specifications for sound proofing of hard flooring (wherever located) must be approved in writing by the Board or its representative prior to installation, and then the installed sound proofing must be inspected and approved prior to installation of the hard flooring. The Board has the authority to adopt specifications for minimum sound proofing material that will be approved. Installed floor coverings shall, in all cases, and/or in the absence of any specifications adopted by the Board, meet the standards of the Florida Building Code and then-prevailing industry standards applicable to similar condominium buildings in Lee County, Florida. Balconies (lanais) may not be covered with carpet, and the floor coverings thereof shall be subject to rules adopted by the Board.~~

(Remainder of Article 9 Remains Unchanged)

WITNESSES:
(TWO)

POINTE SANTO DE SANIBEL
CONDOMINIUM ASSOCIATION, INC.

Kathy A. Olberding
Signature
Kathy A. Olberding
Printed Name

BY: Alan Kappers
Alan Kappers, President

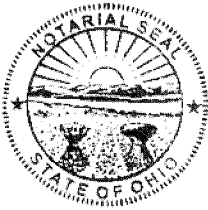
Date: 4-21-23

Kristal Burger
Signature
Kristal Burger
Printed Name

(CORPORATE SEAL)

STATE OF OH)
) SS:
COUNTY OF Miami)

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this 21st day of April 2023, by Alan Kappers 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.



BONNIE L. POWELL
Notary Public, State of Ohio
My Commission Expires:
January 28, 2026

Bonnie L. Powell
Notary Public

Bonnie L. Powell
Printed Name

My commission expires: 1-28-26

Prepared by and returned to:

Becker & Poliakoff, P.A.
Joseph E. Adams, Esquire
12140 Carissa Commerce Court, Suite 200
Fort Myers, FL 33966

CERTIFICATE OF AMENDMENT
COMBINED, THIRD AMENDED AND RESTATED
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OF
POINTE SANTO DE SANIBEL CONDOMINIUM, A CONDOMINIUM
POINTE SANTO DE SANIBEL CONDOMINIUM II, A CONDOMINIUM

I HEREBY CERTIFY that the following amendment 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 was duly adopted by the Association membership at the duly noticed Annual Members' Meeting of the Association on the 25th day of January 2018. Said amendment was approved by a proper percentage of the 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 recorded at O.R. Book 2822, Page 695 *et seq.*, of the Public Records of Lee County, Florida. The

Page 1 of 3

LAW OFFICES
BECKER & POLIAKOFF, P.A.
12140 CARISSA COMMERCE COURT • SUITE 200 • FORT MYERS, FL 33966
TELEPHONE (239) 433-7707

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: Article 16, 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~~ Only one (1) rental within a seven (7) consecutive 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.~~ No Unit Owner, nor anyone on their behalf, shall publish or cause to be published any advertisement or content of any type, in any form of media, including but not limited to television, radio, internet, website, newspaper, magazine, or trade publication, that indicates that a Unit may be leased based on terms contrary to the provisions of the Condominium Documents, including but not limited to misstatements or incomplete/misleading statements regarding: the maximum number of overnight occupants permitted in a Unit; restrictions on smoking; and restrictions on pets. Further, no Unit may be advertised, promoted or held out in any way which indicates or suggests that the Unit may be leased more than one (1) time in any seven (7) day period.

(Remainder of Article 16 Remains Unchanged)

WITNESSES:
(TWO)

[Signature]

Signature

Eric Heischell
Printed Name

[Signature]

Signature

MATTHEW SVENDSEN
Printed Name

POINTE SANTO DE SANIBEL
CONDOMINIUM ASSOCIATION, INC.

BY: [Signature]

Lee Olson, President

Date: 2/26/18

(CORPORATE SEAL)

STATE OF MINNESOTA) SS:

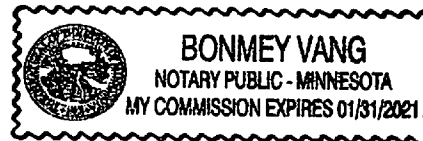
COUNTY OF Ramsey

The foregoing instrument was acknowledged before me this 26th day of February 2018, 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) Minnesota Driver's License as identification.

[Signature]
Notary Public

Bonmey Vang
Printed Name

My commission expires: 01/31/2021
ACTIVE: 10634099_1



Prepared by and returned to:

Becker & Poliakoff, P.A.
James Robert Caves, III, Esquire
12140 Carissa Commerce Court, Suite 200
Fort Myers, FL 33966

CORRECTIVE* 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
THIRD AMENDED AND RESTATED BYLAWS
OF
POINTE SANTO DE SANIBEL CONDOMINIUM ASSOCIATION, INC.

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 19th day of January 2017. Said amendments were approved by a proper percentage of the 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.

** The purpose of this Corrective Certificate of Amendment is to include the references to the original Declarations as well as to all amended and restated Declarations on the Certificate of Amendment which was recorded at Instrument No. 2017000045982 of the Public Records of Lee County, Florida.*

Page 1 of 5

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 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: 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:

(Section 8.1 through Section 8.13 Remains Unchanged)

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~~ The maintenance, repair and replacement of the sun/roof decks shall be the responsibility of the Association at the Limited Common Expense ~~expense~~ of the Unit Owner having the right to use same as provided in Section 718.113(1) of the Act. At such time as the roof is to be replaced or substantially repaired, ~~all costs associated with the removal, repair, or replacement and reinstallation of the limited common element~~ Limited Common Element sun/roof decks and railings shall be treated as a Common Expense ~~common expense~~. If the Limited Common Element sun/roof deck and/or railings cannot be reinstalled due to age, wear and tear, deterioration, or any other reason, the Association shall replace the sun/roof deck and/or railings at the Limited Common Expense of the Unit Owner having the right to use the Limited Common Element sun/roof deck. The Association's obligation to maintain, repair and replace the Limited Common Element sun/roof decks and/or railing, as a Limited Common Expense of the Unit Owner having the right to use the Limited Common Element sun/roof deck, includes the authority to take any action necessary, as a Limited Common Expense of the Unit Owner having the right to use the Limited Common Element sun/roof deck, and without the need for approval of the Unit Owners, to protect the Condominium Property, including but not limited to installing additional water proofing protection, roof access hatch covers or any other action deemed necessary by the Board of Directors.

(Remainder of Article 8 Remains Unchanged)

Amendment No. 2: Article 10.2, Combined, Third Amended and Restated Declaration of Condominium; and Article 8.9, Third Amended and Restated Bylaws

10. ASSESSMENTS AND CHARGES. Assessments against Owners shall be made by the Board of Directors of the Association, in the manner provided in the Bylaws and as follows, and shall be borne by the Unit Owners on the same basis as their percentage of Ownership of the entire condominium as set forth in Article 6.

(Section 10.1 Remains Unchanged)

10.2 Default in Payment of Assessments for Common Expenses. Assessments and installments thereof not paid within ten (10) days from the date when they are due shall incur a late fee and bear interest in an amount as determined by the Board of Directors which, unless otherwise specified, shall be the maximum allowed by law. The Board may accelerate unpaid Assessments in the manner prescribed by law. The Association has a lien on each Condominium Parcel for any unpaid Assessments on such parcel, with interest, late Charges and for reasonable attorney's fees and costs incurred by the Association incident to the collection of the Assessment or enforcement of the lien. The Association may also accelerate all Assessments or Charges which are accrued, but not yet due, in the manner provided by law. The lien is in effect until all sums secured by it have been fully paid or until barred by law. A claim of lien shall be signed and acknowledged by an officer or agent of the Association. Upon recording, the Association's claim of lien shall relate back to the date of the filing of the original Declaration of Condominium. All payments upon account shall be first applied to interest, then late fees, then to any costs and reasonable attorney's fees incurred, and then to the Assessment or Charge payment first due. Upon payment of the amounts secured by the lien, including interest, attorney fees, late fees and all associated costs incurred by the Association, the Condominium Parcel is entitled to a satisfaction of the lien. The Association may bring an action in its name to foreclose a lien for Assessments in the manner a mortgage of real property is foreclosed and may also bring an action to recover a money judgment for the unpaid Assessments without waiving any claim of lien.

(Remainder of Article 10 Remains Unchanged)

8. FISCAL MANAGEMENT. Shall be in accordance with the following provisions:

(Section 8.1 through Section 8.8 Remains Unchanged)

8.9 Collection — Interest; Administrative Late Fee; Application of Payments. Assessments or Charges paid on or before ten days after the date due shall not bear interest, but all sums not paid on or before ten days shall bear interest at the highest rate permitted by law from the date due until paid. In addition to such interest the Association may charge an administrative late fee in an amount not to exceed the greater of \$25 or 5% of each installment of the Assessment for which payment is late, or the maximum late fee permissible by law. The Association may also accelerate all Assessments or Charges which are accrued, but not yet due, in the manner provided by law. All payments upon account shall be first applied to interest, then the late fee, then to any costs and reasonable attorney's fees incurred, and then to the Assessment or Charge payment first due.

(Remainder of Article 8 Remains Unchanged)

Amendment No. 3: Article 11.13 (New), Combined, Third Amended and Restated Declaration of Condominium

11. ADMINISTRATION AND MANAGEMENT OF CONDOMINIUM. The administration and management of the condominium shall be by the Condominium Association, which shall have by and through its officers and Directors, such powers, authority and responsibilities as are vested in the officers and Directors of a corporation not-for-profit under the laws of the State of Florida, including but not limited to those set forth more specifically elsewhere in the Condominium Documents. The Association shall have authority to enter into management and other agreements concerning the matters of common interest through its officers. The management of the Association and election of the members to the Board of Directors shall be as set forth in the Bylaws. Without limiting the foregoing, the Association shall have the following powers and duties:

(Section 11.1 through Section 11.12 Remains Unchanged)

11.13 To manage and operate the Owner's Services program as defined in Article 1.26. The Owner's Services program may include, but is not limited to, Unit inspections, repair work, and the acquisition of furnishings for the Unit (such as appliances). The Association may, in connection with the utilization of the Owner's Services program, charge the Unit Owner more than cost actually incurred by the Association. Such charges shall be deemed a Charge against the Unit and secured by the Lien for Charges described in Article 10.8. In the event that a Unit Owner is delinquent in the payment of any monetary obligation to the Association, including but not limited Annual Assessments, Special Assessments, Charges, or fines, the Association may suspend such Unit Owner's right to use the Owner's Services programs until all monetary obligations are paid. As a condition of utilizing the Owner's Services program, the Unit Owner is hereby deemed to agree that it shall hold the Association (and its officers, directors, employees and agents) harmless from any claims involving the use of Owner's Services or the actions arising therefrom, unless occasioned by gross negligence or willful misconduct.

Amendment No. 4: Article 14.1, 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; Signage. 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. No portion of the Condominium Property may 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 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. Other than signs posted by or at the behest of the Association, the postage of any signage on the Condominium Property or Association Property, including signage affixed to vehicles parked on the Condominium Property or Association Property, is prohibited, ~~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)

WITNESSES:
(TWO)

POINTE SANTO DE SANIBEL
CONDOMINIUM ASSOCIATION, INC.

Ebony Bradley
Signature

BY: Lee Olson
Lee Olson, President

Ebony Bradley
Printed Name

Date: 5/19/17

[Signature]
Signature

(CORPORATE SEAL)

MYRA VAVO
Printed Name

STATE OF Minnesota)
) SS:
COUNTY OF Hennepin)

The foregoing instrument was acknowledged before me this 19th day of May 2017, 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 Driver's License as identification.

Leontre C Campbell
Notary Public
LEONTRE C CAMPBELL
Printed Name

My commission expires: 01/31/2020
ACTIVE: 9421889_2

