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RECORD VERIFIED - CHARLIE GREEN, CLERK
By: K. DeLisle, D.C.

CERTIFICATE OF AMENDMENT

OF

POINTE SANTO DE SANIBEL CONDOMINIUM ASSOCIATION, INC.

THE UNDERSIGNED, being the duly elected and acting Vice President of Pointe Santo de Sanibel Condominium Association, Inc., a Florida corporation not for profit, does hereby certify that at a meeting of the Board of Directors, held on May 13, 1995, where a quorum was present, the resolution set forth below was approved. At the Special Meeting of the members held on May 13, 1995, where a quorum was present, after due notice, the resolution was approved and adopted by the votes indicated for the purposes of amending the Amended and Restated Bylaws of Pointe Santo de Sanibel Condominium Association, Inc., as recorded in O.R. Book 1954, Page 3495, et seq., Public Records of Lee County, Florida.

1. The following resolution was approved by concurrence of a majority of the entire voting interests at a Special Meeting of the members.

RESOLVED: That the Amended and Restated Bylaws of Pointe Santo de Sanibel Condominium Association, Inc., is hereby amended, and the amendment is adopted in the form attached hereto as Exhibit "A", and made a part hereof; and it is further

RESOLVED: That the Vice President is hereby instructed and authorized to execute the Certificate of Amendment as required by law and cause it to be filed of public record.

POINTE SANTO DE SANIBEL
CONDOMINIUM ASSOCIATION, INC.

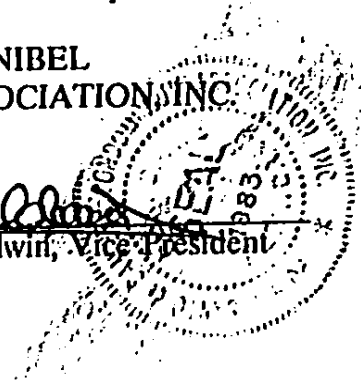
[Signature]
Witness

NANCY T. HAND
(Print Name)

[Signature]
Witness

DAVID E. FLANIGAN
(Print Name)

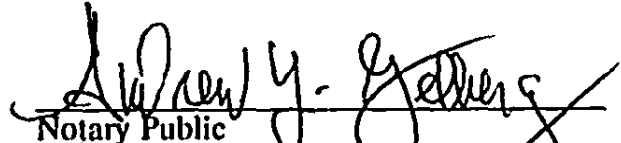
By: [Signature]
Dr. Michael J. Baldwin, Vice President

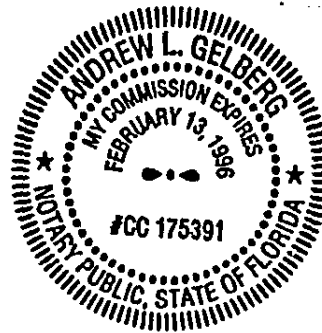


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STATE OF FLORIDA)
) §:
COUNTY OF LEE)

The foregoing instrument was acknowledged before me this 13th day of May, 1995, by Dr. Michael J. Baldwin, Vice President of Pointe Santo de Sanibel Condominium Association, Inc. He is personally known to me or has produced _____ as identification and did ~~(did not)~~ take an oath.


Notary Public
ANDREW L. GELBERG
(Print Name)
My Commission Expires:



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THIS INSTRUMENT PREPARED BY
CHRISTOPHER N. DAVIES, ESQUIRE
Post Office Box 1480
Fort Myers, Florida 33902

AMENDMENT TO THE AMENDED AND RESTATED BYLAWS

OF

POINTE SANTO DE SANIBEL CONDOMINIUM ASSOCIATION, INC.

The Amended and Restated Bylaws of POINTE SANTO DE SANIBEL CONDOMINIUM ASSOCIATION, INC., shall be amended as shown below:

NOTE: New language is underlined; language being deleted is shown in struck through type.

1. Section 4.2 of the Amended and Restated Bylaws of Pointe Santo de Sanibel Condominium Association, Inc., shall be amended as follows:

4.2 **Qualifications.** Each Director must be a member or the spouse of a member. ~~No person shall be elected or appointed for successive terms totalling more than six (6) years, unless there occurs a hiatus of at least eleven (11) months between terms. Initial terms by appointment for less than one (1) year shall be excluded from consideration in determining the total number of years served.~~

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CLARIFICATION AMENDMENT
TO THE
CONDOMINIUM DECLARATION
OF THE
POINTE SANTO DE SANIBEL CONDOMINIUM II

Pointe Sanibel Development Corporation, the Developer named in the Condominium Declaration of the Pointe Santo de Sanibel Condominium II recorded in Official Record Book 1192 at pages 1788 through 1841, inclusive, of the public records of Lee County, Florida, joined by Richard N. Miller, the Record Owner of the lands submitted to condominium ownership, file this, the Clarification Amendment to the Condominium Declaration of Pointe Santo de Sanibel Condominium II, pursuant to Florida Statute 718.110 and numbered paragraph 24 of the Condominium Declaration, and set forth:

Numbered paragraph 5 of the Condominium Declaration at Page CD-2, that paragraph entitled OWNERSHIP OF COMMON ELEMENTS, is hereby clarified as follows:

5. OWNERSHIP OF COMMON ELEMENTS AND SHARES OF COMMON SURPLUS AND COMMON EXPENSES. The ownership of the common elements and the shares of the common surplus and common expenses as may be herein described, and as the same are designated to each apartment unit, are the percentage of ownership allocations as reflected by the fraction: 1/85th. Sun deck, garage, and covered parking units shall be allocated an undivided share of the common elements which have been allocated to the apartment unit owned by the purchaser of a sun deck, garage or covered parking unit. Numbered paragraph 11 of these documents, that paragraph designated GARAGE AND COVERED PARKING UNITS, requires that each garage and covered parking unit be an appurtenance to an apartment unit, and provides the restrictions controlling the transfer of these garage and covered parking units among apartment unit owners and the Developer and the Association. Numbered paragraph 12 of these documents, that paragraph designated SUN DECK UNITS, requires that each sun deck unit be an appurtenance to the specific apartment unit immediately below it as designated in that paragraph, and further provides that these sun deck units shall not be separated from the designated apartment units set out therein and cannot be conveyed or encumbered except together with the designated apartment unit. The Association shall maintain a list of all apartment units to which a sun deck, garage, or covered parking unit is an appurtenance. Sun deck, garage and covered parking units shall be allocated an undivided two (2%) percent share of the common elements which have been allocated to the apartment unit to which the sun deck, garage or covered parking unit is an appurtenance.

Numbered paragraph 9 of the Condominium Declaration at Page CD-3, that paragraph entitled OPEN PARKING AREAS, is hereby clarified as follows:

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9. OPEN PARKING AREAS. The Developer has provided eighty nine (89) open parking spaces located on the common elements of the condominium for the exclusive use of the apartment unit owners, their guests, and lessees. These open parking spaces shall be deemed to be common elements and shall be considered to be condominium property and are not subject to private ownership and are subject to the control of the Association.

Numbered paragraph 11 of the Condominium Declaration at Page CD-3, that paragraph entitled GARAGE AND COVERED PARKING UNITS, is hereby clarified as follows:

11. GARAGE AND COVERED PARKING UNITS. The Developer has provided garages and covered parking spaces of a limited number as reflected on Exhibit "B". These garages and covered parking spaces are deemed to be units under condominium law, and shall be described as "parking units" for the purposes of this Declaration, and shall be subject to private ownership by apartment unit owners. These garages and covered parking units may be transferred with the sale of apartment units and if sold, will be sold by deed transferring the garage or covered parking unit to the apartment unit owner. All garages and covered parking units not so transferred shall belong to the Developer for as long as it owns at least one (1) apartment unit in the condominium. All parking units must be conveyed to apartment unit owners prior to the time that the Developer sells its last apartment unit. All parking units must be appurtenant to apartment units. The Developer shall have the right to sell said garage and covered parking units to apartment unit owners or to lease the garage or covered parking units to apartment unit owners so long as the Developer owns at least one (1) apartment unit.

The sale or transfer of a garage or covered parking unit shall be limited so that an apartment unit owner may own no more than two "parking units" per apartment unit owned. Parking units after transfer from the Developer must be owned by and appurtenant to apartment units. The Developer and the Association shall be able to repurchase and own parking units so long as the Developer or the Association are also the owner of at least one (1) apartment unit in the condominium. In the event that an apartment unit owner desires to sell or transfer his parking unit, he shall first offer the garage or covered parking unit to the Developer and next to the Association at the same terms and conditions upon which the apartment unit owner desires to sell his "parking unit" to another apartment unit owner. All sales or transfers of "parking units" shall be limited to transfers among either the Developer, the Association, or other apartment unit owners provided that no apartment unit owner shall own more than two "parking units" per apartment unit owned. The Developer and the Association may own more than two "parking units".

Numbered paragraph 15 of the Condominium Declaration at Page CD-4, that paragraph entitled VOTING RIGHTS, SHARING OF COMMON EXPENSES, AND OWNING COMMON SURPLUS, is hereby clarified as follows:

15. VOTING RIGHTS AND SHARING OF COMMON EXPENSES IN POINTE SANTO de Sanibel Condominium AND POINTE SANTO de Sanibel Condominium II. The voting rights of the owner of each apartment unit and the sharing of common expenses as well as the ownership of common recreation areas in POINTE SANTO de Sanibel Condominium and POINTE SANTO de Sanibel Condominium II, shall be a fraction, the numerator of which shall be one and the denominator of which shall be the total number of apartment units declared for condominium use in POINTE SANTO de Sanibel Condominium and POINTE SANTO de Sanibel Condominium II. The voting rights of all apartment unit owners in POINTE SANTO de Sanibel Condominium and POINTE SANTO de Sanibel Condominium II and sharing of common recreation areas, common surplus, and common expenses, shall be equally borne.

POINTE SANTO de Sanibel Condominium is a condominium consisting of fifty six (56) apartment units as well as certain improvements constructed on the common elements of the condominium property. POINTE SANTO de Sanibel Condominium II consists of eighty five (85) apartment units, together with additional improvements on the common elements. The common recreation areas retained by the Developer were submitted by this Declaration to the common ownership of all one hundred forty one (141) apartment unit owners in POINTE SANTO de Sanibel Condominium and POINTE SANTO de Sanibel Condominium II. The Developer, the Association, and all apartment unit owners in POINTE SANTO de Sanibel Condominium and POINTE SANTO de Sanibel Condominium II agree to modify and execute any documentation necessary to create in all apartment unit owners equal shares in the common recreation areas, common surplus and common expenses, in conformity with the provisions of the Florida Condominium Act.

Upon transfer to the Condominium Association of control of the condominium and completion of the documentation referred to above each apartment unit owner shall be entitled to one vote per apartment unit owned of a total of one hundred forty one (141) votes, and shall be entitled to a 1/141st share of the common recreation areas as well as a 1/141st share of the common expenses, as well as a 1/141st share of the ownership of the common surplus of the condominium.

Numbered paragraph 26A of the Condominium Declaration at Page CD-11, that paragraph entitled USE RESTRICTIONS, LIMITATIONS, AND OWNERSHIP OF APARTMENT UNITS, Single Family Residence, is hereby clarified as follows:

26. A. Single Family Residence. An apartment unit shall be used only for single family residence and the common elements shall be used for the purpose of furnishing of services and facilities as herein provided for the welfare and enjoyment of such residence. The Developer has the right to use any condominium unit in POINTE SANTO de Sanibel Condominium II for a sales model or selling office so long as there remains unsold any condominium unit owned by the Developer or Record Owner named in the Condominium Declaration.

IN WITNESS WHEREOF, Pointe Sanibel Development Corporation, as Developer, and Richard N. Miller, as Record Owner of those lands described in the Condominium Declaration of Pointe Santo de Sanibel Condominium II, do hereby execute and cause to be executed this Clarification Amendment to the Condominium Declaration of Pointe Santo de Sanibel Condominium II, this 2nd day of June, 1977.

Gudy K. Brodeur
Witness
Arthur H. Brodeur
Witness
Arthur H. Brodeur
Witness
Gudy K. Brodeur
Witness

Pointe Sanibel Development Corporation

By [Signature] (SEAL)
Richard N. Miller
President

[Signature] (SEAL)
Richard N. Miller
Record Owner

STATE OF FLORIDA
COUNTY OF LEE

BEFORE ME personally appeared Richard N. Miller, as President of Pointe Sanibel Development Corporation and as Record Owner, to me well known and known to me to be the person described in and who executed the foregoing Clarification Amendment, and acknowledged to and before me that he executed said instrument for the purposes therein expressed.

WITNESS my hand and official seal, this 2nd day of June, A. D. 1977.

RECORDED IN OFFICIAL
RECORDS
LEE COUNTY, FLORIDA
JUN 29 1 51 PM '77
CLERK OF CIRCUIT COURT

Patricia K. Katz
Notary Public
My Commission expires: 4/15/78

