

Certificate of Amendment

to the
Declaration of Condominium
for

WINDSOR POINTE, A CONDOMINIUM

We hereby certify that, at a Special Members Meeting for Windsor Pointe Condominium Association, Inc. was held on February, 22, 2005 at 8:00 p.m. at the Pablo Creek Branch Library in Jacksonville, Florida called to amend the Declaration of Condominium of the Official Records of Duval County Florida (said Declaration being originally recorded in O. R. Book 10547 at Pages 924 through 1026 of the Public Records of Duval County, Florida and as thereafter amended); the amendments attached hereto and made a part hereof received sufficient affirmative votes to pass the amendment as required by the Governing Documents; and that as a result of the foregoing, and proper notice having been given, said amendment has been duly adopted pursuant to the aforementioned provisions of the governing documents.

In witness whereof, we have hereunto affixed our hands and the seal of said corporation, this 24th day of June, 2005, at Jacksonville, County of Duval, State of Florida.

(Corporate Seal)

WINDSOR POINTE
CONDOMINIUM ASSOCIATION, INC.

By Misty J. Smith
_____, President

Attest: Marc Sanden Treasurer
_____, Secretary

ACKNOWLEDGMENT

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing Certificate of Amendments was acknowledged before me by the President of the Association, Misty Smith who [] is personally known to me ☒ provided drivers license as identification and the Secretary of the Association, Marc Sanden who [] is personally known to me [] provided _____ as identification and who both personally appeared before me, after being duly sworn, on oath, severally certified and acknowledged executing the foregoing under the authority duly vested in them by the Association for the purposes and reasons therein expressed, and the Secretary who attested to the validity of the foregoing on behalf of the aforementioned Association. Witness my hand and seal this 24th day of June, 2005.

LISA E. FREEMAN
Notary Public, State of Florida
My comm. exp. Apr. 8, 2007
Comm. No. DD 194618
Notary Public
State of Florida Lisa E. Freeman
My Commission Expires:

IN & RETURN TO:
This instrument prepared by:
John R. Geiger, Esq.
John R. Geiger, P.A.
4475 US 1 South #406
Saint Augustine, FL 32086

AMENDMENTS TO THE DECLARATION OF CONDOMINIUM WINDSOR POINTE

(New language shown underlined; deleted language ~~stricken through~~; existing underline denoted by †)

14. USE RESTRICTIONS†

14.11 LEASING†. It is the intention of the Developer in creating this Condominium that its use shall be on a non-transient basis. For so long as the Developer is in control of the Association, all leases must be for a minimum term of one ~~month~~ year, must be occupied by the tenant and no subleasing is permitted. All tenants must specifically assume and agree to abide by the terms and conditions of the Declaration of Condominium. After termination of the Developer's right to control the Board of Directors, the Owners may adopt different leasing regulations upon the approval of Owners owning at least fifty percent (50%) percent of the Units. Any non-compliance with the terms and conditions of the Declaration of Condominium, Bylaws, Articles and/or other promulgated rules and regulations by such lessee shall be the responsibility of the Unit Owner.

15. TRANSFER OR SALE OF CONDOMINIUM UNITS †. In order to maintain the Condominium as a community of congenial residents, and thus protect the value of each Condominium Parcel, the transfer, conveyance and/or sale of Units or the lease of Units ~~for more than one (1) year~~, other than Units owned by the Association or Developer (including without limitation, any affiliate, assign, subsidiary or trustee of the Developer) shall be subject to the following provisions:

15.1 Right of First Refusal †. In the event the Owner of any Condominium Parcel wishes to lease ~~for more than one (1) year~~, sell, assign, or otherwise transfer (for purposes of this Article collectively "transfer") their Unit, and shall have received a *bona fide* offer for the same, such Owner ("Transferor") shall notify the Association in writing of the proposed transfer and shall supply the Association with an executed copy of such offer and the terms thereof, including the name of the prospective transferee and such other information that the Association, in the reasonable exercise of its discretion may request (the "Terms of the Offer"). The Association shall have the option for thirty (30) days from receipt of the Terms of the Offer, to notify the Transferor in writing that it wishes to exercise its rights under this Article 15 and take title to the Unit under the same terms and conditions as ~~a~~ * are contained in the Terms of the Offer. The Association shall have the right to assign its option herein granted or to waive its rights under this Article 15.

* Typo correction

15.5 Rental or Lease.† No rental or lease of a Condominium Unit ~~for more than one (1) year~~ shall be valid unless such lease (and prospective tenant) is first approved by the Association. The Association shall have the right, but not the obligation, to require a substantially uniform form of lease for use throughout the Condominium. No lease or rental agreement shall release the Owner of a Unit from their obligations under this Declaration, the Articles of Incorporation or Bylaws of the Association.

**THIS INSTRUMENT PREPARED BY,
RECORD AND RETURN TO:**

Terroll J. Anderson, Esquire
Patterson & Anderson, P.A.
3010 South Third Street
Jacksonville Beach, Florida 32250
(904) 247-1770

Doc # 2011050457, OR BK 15533 Page 1730,
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COUNTY
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**SECOND AMENDMENT TO
DECLARATION OF COVENANTS AND RESTRICTIONS
FOR WINDSOR POINTE**

THIS AMENDMENT is executed this 2nd day of January, 2011, by **WINDSOR POINTE CONDOMINIUM ASSOCIATION, INC.**, a Florida non profit corporation (the "Association").

RECITALS:

WHEREAS, on June 25, 2002, Windsor Pointe of Jacksonville, Inc., a Florida corporation, ("Developer") executed a certain instrument entitled "Declaration of Covenants and Restrictions", recorded in Official Records Book 10547, beginning at page 924, of the current public records of Duval County, Florida (the "Declaration"). Those properties which are subject to the Declaration are defined therein and are referred to herein as the "Property"; and

WHEREAS, upon turnover of developer control of the association to the owners, the Association became successor-in-interest to the Developer; and

WHEREAS, pursuant to the provisions of Section 5.1.1 of the Declaration, the Declaration may be amended in whole or in part by the agreement of two-thirds (2/3) of the Members; and

WHEREAS, at a special meeting of the membership on February 22, 2005, the Association obtained the approval of at least two thirds (2/3) of the Members to amend the Declaration as provided for hereinafter.

NOW, THEREFORE, in consideration of the premises, the Association hereby amends the Declaration as follows:

1. Article 14 of the Declaration is hereby amended as follows:

14.11 **LEASING.** It is the intention of the Developer in creating this Condominium that its use shall be on a non-transient basis. For so long as the Developer is in control of the Association, all leases must be for a minimum term of one year, must be occupied by the tenant and no subleasing is permitted. All tenants must specifically assume and agree to abide by the terms and conditions

(5)

of the Declaration of Condominium. After termination of the Developer's right to control the Board of Directors, the Owners may adopt different leasing regulations upon the approval Owners owning at least fifty percent (50%) percent of the Units. Any non-compliance with the terms and conditions of the Declaration of Condominium, Bylaws, Articles and/or other promulgated rules and regulations by such lessee shall be the responsibility of the Unit Owner.

2. Article 15 of the Declaration is hereby amended as follows:

15. **TRANSFER OR SALE OF CONDOMINIUM UNITS.** In order to maintain the Condominium as a community of congenial residents, and thus protect the value of each Condominium Parcel, the transfer, conveyance and/or sale of Units or the lease of Units, other than Units owned by the Association or Developer (including without limitations, any affiliate, assign, subsidiary or trustee of the Developer) shall be subject to the following provisions:

15.1 **RIGHT OF FIRST REFUSAL:** In the event the Owner of any Condominium Parcel wishes to lease, sell, assign, or otherwise transfer (for purposes of this Article collectively "transfer") their Unit, and shall have received a *bona fide* offer for the same, such Owner ("Transferor") shall notify the Association in writing of the proposed transfer and shall supply the Association with an executed copy of such offer and the terms thereof, including the name of the prospective transferee and such other information that the Association, in the reasonable exercise of its discretion may request (the "Terms of the Offer"). The Association shall have the option for thirty (30) days from receipt of the Terms of the Offer, to notify the Transferor in writing that it wishes to exercise its rights under this Article 15 and take title to the Unit under the same terms and conditions as are contained in the Terms of the Offer. The Association shall have the right to assign its option herein granted or to waive its rights under this Article 15.

15.5 **RENTAL OR LEASE:** No rental or lease of a Condominium Unit shall be valid unless such lease (and prospective tenant) is first approved by the Association. The Association shall have the right, but not the obligation, to require a substantially uniform form of lease for use throughout the Condominium. No lease or rental agreement shall release the Owner of a Unit from their obligations under this Declaration, the Articles of Incorporation or Bylaws of the Association.

3. Except as modified in this instrument, all terms and provisions of the Declaration, as amended, remain in full force and effect.

IN WITNESS WHEREOF, the Association has caused these presents to be executed as required by law on this, the day and year first above written, by its authorized officer.

Signed, sealed and delivered
in the presence of:

Catherine G. Tresk
Printed Name Catherine G. Tresk

WINDSOR POINTE CONDOMINIUM
ASSOCIATION, INC.
a Florida non profit corporation

Lisa C Freeman
LISA E. FREEMAN

By _____

Printed Name Misty D. Smith

Name: Misty D. Smith
Its: President

(Corporate Seal)

STATE OF FLORIDA
COUNTY OF ST. JOHNS

The foregoing instrument was acknowledged before me this 2ND day of March, 2011 by Misty D. Smith, as the President of Windsor Pointe Condominium Association, Inc., a Florida non profit corporation, on behalf of the corporation. He is personally known to me or has produced a Florida driver's license as identification.

LISA E. FREEMAN
Notary Public, State of Florida
My comm. exp. Apr. 8, 2011
Comm. No. DD 647675

Lisa C Freeman
NOTARY PUBLIC, STATE OF FLORIDA

My Commission Expires

AMENDMENTS TO THE DECLARATION OF CONDOMINIUM WINDSOR POINTE

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In witness whereof, we have hereunto affixed our hands and the seal of said corporation, this 24th day of June, 2005, at Jacksonville, County of Duval, State of Florida.

(Corporate Seal)

WINDSOR POINTE
CONDOMINIUM ASSOCIATION, INC.

By Misty J. Smith
_____, President

Attest: Marc Sanden
_____, Secretary

ACKNOWLEDGMENT

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing Certificate of Amendments was acknowledged before me by the President of the Association, Misty Smith who [] is personally known to me ☒ provided drivers license as identification and the Secretary of the Association, Marc Sanden who [] is personally known to me [] provided _____ as identification and who both personally appeared before me, after being duly sworn, on oath, severally certified and acknowledged executing the foregoing under the authority duly vested in them by the Association for the purposes and reasons therein expressed, and the Secretary who attested to the validity of the foregoing on behalf of the aforementioned Association. Witness my hand and seal this 24th day of June, 2005.

LISA E. FREEMAN
Notary Public, State of Florida
My comm. exp. Apr. 8, 2007
~~Comm. No. DD 194618~~
Notary Public
State of Florida Lisa E. Freeman
My Commission Expires:

IN & RETURN TO:
This instrument prepared by:
John R. Geiger, Esq.
John R. Geiger, P.A.
4475 US 1 South #406
Saint Augustine, FL 32086