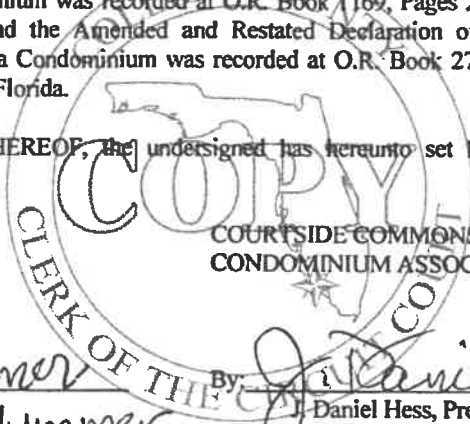


Instrument prepared by and return to:
Steven M. Falk, Esq.
Roetzel & Andress, LPA
850 Park Shore Drive, Third Floor
Naples, FL 34103
(239) 649-6200

CERTIFICATE OF AMENDMENT

THE UNDERSIGNED, being the duly elected and acting President of Courtside Commons of Wyndemere Condominium Association, Inc., a Florida not-for-profit corporation, does hereby certify that the amendments to the governing documents attached hereto as Exhibit "A" were approved and adopted by the required vote of the membership, at the duly noticed Annual Members' Meeting held on February 20, 2012, at which a quorum was present. The original Declaration of Condominium for Courtside Commons of Wyndemere, a Condominium was recorded at O.R. Book 1169, Pages 2136 et seq., Public Records of Collier County, Florida and the Amended and Restated Declaration of Condominium for Courtside Commons of Wyndemere, a Condominium was recorded at O.R. Book 2798, Pages 3271 et seq., Public Records of Collier County, Florida.

IN WITNESS WHEREOF, the undersigned has hereunto set his hand and the seal of the corporation.



COURTSIDE COMMONS OF WYNDEMERE
CONDOMINIUM ASSOCIATION, INC.
(SEAL)

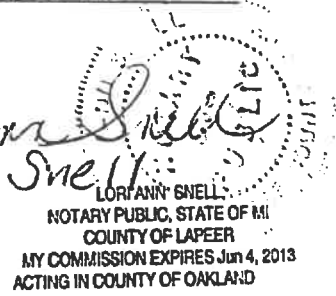
Carley Nummer
Witness
Print Name: Carley Nummer

By: J. Daniel Hess
Daniel Hess, President

[Signature]
Witness
Print Name: Karen Thompson

5-17-12
Loa Ann Snell
Loa Ann Snell

STATE OF MICHIGAN
COUNTY OF Lapeer acting Oakland



The foregoing instrument was acknowledged before me this ___ day of May, 2012, by J. Daniel Hess, President of Courtside Commons of Wyndemere Condominium Association, Inc., the corporation described in the foregoing instrument, who is () personally known to me or who has produced _____ as identification.

Notary Public, State of Florida

Printed Name of Notary Public

Serial Number:

My Commission Expires:

EXHIBIT "A"

AMENDMENTS TO AMENDED AND RESTATED DECLARATION OF CONDOMINIUM FOR COURTSIDE COMMONS OF WYNDEMERE, A CONDOMINIUM AND ARTICLES OF INCORPORATION FOR COURTSIDE COMMONS OF WYNDEMERE CONDOMINIUM ASSOCIATION, INC.

Additional language indicated by underlining.
Deleted language indicated by ~~hyphens~~.

AMENDMENTS TO AMENDED AND RESTATED DECLARATION

Amendment No. 1, Section 8.8 is deleted in its entirety (it is duplicative of the definition of a member in the Bylaws).

~~8.8 Membership in Association. All of the record Owners of Units in the Condominium shall be members of the Association.~~

Amendment No. 2, Section 8.16 is amended as follows:

8.16 Roster. The Association shall maintain a current roster of names and mailing addresses of Unit Owners, Unit identifications, and, if known, telephone numbers, based upon information supplied by the Unit Owners. A copy of the roster shall be made available to any member upon request. The Association shall also maintain the electronic mailing addresses and facsimile numbers of Owners consenting to receive notice by electronic transmission. The electronic mailing addresses and facsimile numbers are not accessible to Owners if consent to receive notice by electronic transmission is not provided. However, the Association is not liable for an inadvertent disclosure of the electronic mail address or facsimile number for receiving electronic transmission of notices. Notwithstanding anything to the contrary set forth above in this Section 8.16, the following records shall not be accessible to Owners or their authorized representatives: social security numbers, driver's license numbers, credit card numbers, electronic mail addresses, telephone numbers, facsimile numbers, emergency contact information, any addresses of an Owner other than as provided to fulfill the Association's notice requirements, and other personal identifying information of any person, excluding the person's name, Unit designation, mailing address, property address, and any address, electronic mail address or facsimile number provided to the Association to fulfill the Association's notice requirements. However, an Owner may consent in writing to the disclosure of protected information described in this Section 8.16. The Association is not liable for the inadvertent disclosure of information that is protected under this Section 8.16 if the information is included in an official record of the Association and is voluntarily provided by an Owner and not requested by the Association.

Amendment No. 3, Section 10.1 is amended as follows:

10. MAINTENANCE: LIMITATIONS UPON ALTERATIONS AND IMPROVEMENTS:

Responsibility for the protection, maintenance, repair and replacement of the Condominium Property, and restrictions on its alteration and improvement shall be as provided herein.

10.1 Association Maintenance. The Association is responsible for the protection, maintenance, repair and replacement of all Common Elements and Association property. The cost is a Common Expense. The Association's responsibilities include, without limitation, all electrical conduit, rough plumbing, and other installations located within a Unit but serving another Unit, or located outside the Unit, for the furnishing of utilities to more than one Unit or the Common Elements, but does not include interior wall switches or receptacles, plumbing fixtures, or other electrical, plumbing or mechanical installations located within a Unit and serving only that Unit. All incidental damage to a Unit or Limited Common Elements caused by work performed or ordered to be performed by the Association shall be promptly repaired by and at the expense of the Association, which shall restore the property as nearly as practical to its condition before the damage, and the cost shall be a Common Expense.

The Association's responsibilities shall include the maintenance, repair and operation of the sewer laterals (lines from the buildings to the main sewer lines on the Condominium property) and shall further include the maintenance, repair and operation of the surface water and stormwater management areas and systems locating within and servicing the Condominium property, including without limitation, the water retention and drainage areas on the Condominium property. The Association shall maintain and preserve all conservation, preservation and open areas as designated pursuant to county requirements and the site plan for the Condominium property in a manner which will not diminish or destroy the use and enjoyment thereof.

If the Association contracts on a bulk basis for communications services as defined in Chapter 202, Florida Statutes (including, without limitation, cable television), information services or Internet services, the cost of such services is a Common Expense. A contract for communications services as defined in Chapter 202, Florida Statutes, information services or Internet services, must be for at least two (2) years.

The Association shall be responsible for all exterior painting of each building including, but not limited to, doors, windows, decks and stairways and other exterior surfaces as is necessary from time to time.

Amendment No. 4, Section 10.3(f) is created to read:

10.3 Other Unit Owner Responsibilities. The Unit Owner shall also have the following responsibilities:

[Subsections (a)-(e) not amended]

f. In the interest of safety, all Units that contain fireplaces with chimneys are required to have inspections annually and each of such Owners is responsible for the maintenance, repair and replacement of such fireplaces and chimneys.

Amendment No. 5, Section 11.1 is amended as follows:

11.1 Units. Each of the Units shall be occupied by no more than two (2) persons per bedroom, plus two (2) persons six (6) adults at any one time. The Units shall be used as a residence and for no other purpose. No business or commercial activity shall be conducted in or from any Unit. The use of a Unit as a public lodging establishment shall be deemed a business or commercial use. This restriction shall not be construed to prohibit any Owner from maintaining a personal or professional library, from keeping personal, business or professional records in the Unit, or from handling personal, business or professional telephone calls or written correspondence in and from the Unit. Such uses are expressly declared customarily incident to residential use. No Unit may be divided or subdivided into a smaller Unit, nor any portion thereof sold or otherwise transferred.

Amendment No. 6, Section 11.3 is amended as follows:

11.3 Pets. Each Unit Owner, with approval of the Board of Directors, may ~~have~~ keep not more than one (1) small domestic animal in his or her owner's Unit. Notwithstanding the foregoing, the Unit Owners of Units 101, 109 and 206 ~~104 and 501~~ may keep any additional pets which, as of the date that this amendment Amended and Restated Declaration is recorded, reside in such Units. This exemption shall apply only to the current Owners of Units 101, 109 and 206 ~~104 and 501~~ and shall not run with the land. All pets approved shall be maintained and controlled so as not to violate any ordinances or regulations of Collier County or any controlling governmental body. The owner of the pet is responsible for the appropriate removal of all pet waste. In the event that any pet kept on the premises shall constitute a nuisance in the opinion of a majority of the Board of Directors of the Association, then the Owner, when so notified in writing, shall be required to remove said pet from the premises forthwith. If an Owner fails to remove a pet after notice by the Board, the Board shall have the right to obtain an Order from the Court to this effect and all costs incurred in obtaining such Order, including attorney's fees, shall be assessed against the Owner, and shall be a lien upon the Unit.

Amendment No. 7, Section 13.3(a)(3), Declaration of Condominium

3. Lease. A Unit Owner intending to make a bona fide lease of his or her ~~their~~ Unit or any interest in it shall give the Association notice of such their intention to do so, the name and address of the intended lessee, an executed copy of the proposed lease (the Unit Owner may redact the lease amount), and such other information concerning the intended lessee as the Association may reasonably require, including, but not limited to, an application to be signed by the intended lessee which shall include the lessee's acceptance and acknowledgment of receipt of the Association's Rules and Regulations and Condominium Documents. There is a transfer fee established by the Board.

AMENDMENT TO ARTICLES OF INCORPORATION

ARTICLE V – BOARD OF DIRECTORS

5. The affairs of the Association shall be managed by a Board of Directors whose members shall be designated as Directors of the Association. The number of Directors that shall constitute the whole Board of Directors shall be five (5), ~~who shall be members of the Association.~~

[Sections 5.1 and 5.2 not amended]

5.3 Eligibility for service as a Director is set forth in the Bylaws. ~~Directors shall be required to be members of the Association.~~

