

This instrument prepared by and  
should be returned to: )  
  
Robyn Marie Severs, Esquire )  
BECKER & POLIAKOFF, P.A. )  
390 N Orange Ave #2400 )  
Orlando, Florida 32801 )  
(407) 875-0955 )  
  
Cross reference to Declaration of Condominium )  
for Windsor Pointe III, A Condominium at OR )  
Book 9380, Page 1820; of the public records of )  
Duval County, Florida. )

**CERTIFICATE OF AMENDMENT**  
**DECLARATION OF CONDOMINIUM**  
**OF**  
**WINDSOR POINTE III, A CONDOMINIUM**

I HEREBY CERTIFY that the following amendments to the Declaration of Condominium of Windsor Pointe III, a Condominium were duly adopted by the Association membership at the duly noticed Special Members' Meeting of the Association on the 23rd day of February 2026. Said amendments were approved by a proper percentage of voting interests of the Association. The original Declaration of Condominium of Windsor Pointe III, a Condominium is recorded at O.R. Book 9380, Page 1820 *et seq.*, of the Public Records of Duval County, Florida.

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

**1. Sections 2.4, 2.11, 2.12, and 2.31 of the Declaration of Condominium for Windsor Pointe III shall be amended as follows:**

2.4 "Association" or "Condominium Association" means WINDSOR POINTE III, ~~CONDOMINIUM~~ MULTI-CONDOMINIUM ASSOCIATION, INC., a not for profit Florida corporation, the entity responsible for the operation of the Condominium and such other Condominiums as are from time to time designated to be maintained or operated by the Association.

....  
2.11 "Common Expenses" means the expenses of administration, maintenance, operation, repair and replacement of the Condominium Property as well as ~~any~~ the Association, any Master Association and/or Community Association

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property and any other properties owned by any of the Associations, other expenses declared by the Association, Master Association and/or Community Association or this Declaration to be Common Expenses and any other valid expenses or debts of the Condominium as a whole or the Association which are assessed against the Unit Owners and includes all expenses incurred by the Association, Master Association and Community Associations for the benefit of the Condominium.

....  
2.12. "Common Surplus" means the excess of all receipts of the Association collected on behalf of the ~~condominium~~ Condominium, and on behalf of the Association for all condominiums, including but not limited to, assessments, rents, profits and revenues on account of the Common Elements over the Common Expenses.

....  
2.31 "Voting Interest" means the voting rights distributed to the Association members pursuant to ~~§718.104(4)(i)~~ this Declaration and the Bylaws.

**2. Section 5.6 of the Declaration of Condominium for Windsor Pointe III shall be amended as follows:**

**5.6 Amendment to Correct Omission or Error in Condominium Documents.** The Association, by the affirmative vote of the Owners of not less than 51% of the Units members, may amend ~~the~~ this Declaration for the purpose of correcting a defect, error or omission in this Declaration so long as such amendment does not materially or adversely affect the rights of owners, lienors or mortgagees.

**3. Section 6 of the Declaration of Condominium for Windsor Pointe III shall be amended as follows:**

**6.1 Name of Association.** The entity responsible for the operation of this Condominium shall be ~~WINDSOR POINTE III CONDOMINIUM MULTI-CONDOMINIUM ASSOCIATION, INC.~~ a Florida corporation not- for-profit (the "Association"), ~~of which a copy of the Articles of Incorporation is attached hereto and made a part hereof as Exhibit E,~~ subject to the rights reserved to Developer herein, and in the Condominium Act to administer and manage the Condominium Property the Association shall administer and manage the Condominium Property in all condominiums managed and operated by the Association provided that the Association may, to the extent permitted by the Condominium Act, by contract, delegate its maintenance, management and operational duties and obligations. The Association is also authorized to adopt and publish such reasonable rules and regulations as it deems reasonably necessary for the maintenance and conservation of the Condominium Property in all condominiums managed and operated by the Association, and for the benefit of all Unit Owners. All Unit Owners shall be subject to such rules and regulations.

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6.2 Articles and Bylaws of Association. A copy of the Bylaws of the Association is attached hereto and made a part hereof as Exhibit F. Defects or omissions in the Bylaws shall not affect the validity of the Condominium or title to the Condominium parcels. All references to the "Articles" in this Declaration shall mean and refer to the Amended and Restated Articles for WINDSOR POINTE MULTI-CONDOMINIUM ASSOCIATION, INC., a Florida corporation not for profit, as amended from time to time. All references to the "Bylaws" in this Declaration shall mean and refer to the Amended and Restated Bylaws for WINDSOR POINTE MULTI-CONDOMINIUM ASSOCIATION, INC., a Florida corporation not for profit, as amended from time to time.

6.3 Voting Rights of Unit Owners. The Unit Owner(s) shall become a member or members of the Association automatically upon and simultaneously with delivery of a deed of conveyance of fee title thereto from Developer or, in a conveyance by a grantee or a remote grantee of Developer, a deed which has been approved by the Association and otherwise complies with the terms and conditions of this Declaration, the Articles of Incorporation and Bylaws of the Association. There shall be appurtenant and pass with title to each Unit, one vote as a member of the Association, which may be exercised by the Unit Owner(s), or the duly constituted proxy of the Unit Owner(s), from time to time, as provided in the Bylaws of the Association and Chapter 718, Florida Statutes. ~~at all meetings of members and in connection with all matters upon which all members of the Association are entitled to vote.~~ The qualification of members of and manner of admission to membership in the Association the termination of such membership and voting by members shall be as provided for in the Articles of Incorporation and Bylaws of the Association.

6.4 Multi-Condominium Provisions. Pursuant to Section 718.405(1), Florida Statutes, and as provided in Rule 61B-22.002 and Rule 61B-22.003, Florida Administrative Code, for multi-condominium associations, assets, liabilities, common surplus, and common expenses of the Association (other than assets, liabilities, common surplus and common expenses specific to each condominium) shall be shared equally by the owners of units within all of the condominiums operated by the Association (1/96). Surplus and expenses, including reserve funds related to this Condominium, and assets or liabilities of this Condominium, however, will be apportioned and shared by the Unit Owners in this Condominium based on each such Owner's share of the Common Elements as provided in this Declaration. No unit owners in other condominiums have the right to use any facilities that are Common Elements of this Condominium.

**4. Section 18.1 of the Declaration of Condominium for Windsor Pointe III shall be amended as follows:**

18.1 Common Expenses and Common Surplus.

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18.1.1 ~~Common Expenses shall include the expenses of the operation, maintenance, repair or replacement of the Common Elements, costs of carrying out the powers and duties of the Association, costs of maintaining any facilities and property owned by the Association, and any other expense designated as Common Expenses by the Condominium Act, this Declaration or the Bylaws. The cost of a master antenna television system or duly franchised cable television service obtained pursuant to a bulk contract shall be deemed a common expense. Except as otherwise provided herein, or determined by the Board of Directors, expenses pertaining to the maintenance, repair, and replacement of the Common Elements of this Condominium are a Common Expense of this Condominium. By way of example, but not limitation, building painting, roof repair, property insurance, and repair after casualty are Common Expenses of the Condominium. Determining the allocation of Common Expenses of the Condominium as opposed to Common Expenses of the Association shall be in the sole discretion of the Board of Directors of the Association. Common Expenses of the Association include, but are not limited to, such items as cost of premiums for public liability insurance, accounting and general legal fees, and wages and fees for managerial and other services. Common Expenses of the Association also include reasonable insurance for directors and officers, and other expenses which are reasonably related to the general benefit of the unit owners in all of the condominiums managed and operated by the Association.~~

18.1.2 Common Expenses of the Condominium shall be assessed against Unit Owners in accordance with the percentage set forth for such Unit Type in Exhibit B attached hereto and made a part hereof. Common Expenses of the Association shall be shared on a 1/96 basis by Owners in all of the condominiums operated and managed by the Association.

18.1.3 Common Surplus of the Condominium, if any, shall be owned by Unit Owners in accordance with the percentage set forth for such Unit Type in Exhibit B attached hereto and made a part hereof. Common Surplus of the Association shall be shared on a 1/96 basis by Owners in all of the condominiums operated and managed by the Association.

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[Signatures on next page]

