

Prepared by:  
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Fort Myers, FL 33901  
239-333-2992

**CERTIFICATE OF AMENDMENT TO  
DECLARATION OF CONDOMINIUM  
FOR  
WINDSOR PLACE AT BERKSHIRE LAKES**

THE UNDERSIGNED, being the President and Secretary of WINDSOR PLACE AT BERKSHIRE LAKES CONDOMINIUM ASSOCIATION, INC., a Florida non-profit corporation, do hereby certify that the attached Amendment to the Declaration of Condominium for Windsor Place at Berkshire Lakes was duly approved, adopted, and enacted by the requisite vote of the Membership at the Annual Members Meeting held on April 11, 2012, at which a quorum was present and for which due notice was given.

The original Declaration was recorded in Official Records Book 2016, Page 1859, *et seq.*, of the Public Records of Collier County, Florida.

Dated this 19th day of April, 2012.

Witnesses:

Sign: Audrey Schafers  
Print: Audrey Schafers

Sign: Dorothea J. Seber  
Print: DOROTHEA J. SEBER

**WINDSOR PLACE AT BERKSHIRE  
LAKES CONDOMINIUM ASSOCIATION,  
INC.**

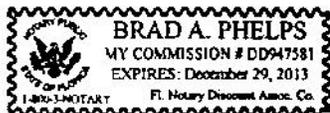
Sign: Walter Sanford  
Print: Walter Sanford  
Title: President

STATE OF FLORIDA  
COUNTY OF COLLIER

THE FOREGOING INSTRUMENT was acknowledged before me this 19th day of April, 2012, by Walter Sanford, as **President of Windsor Place at Berkshire Lakes Condominium Association, Inc.**, who (check one):

is personally known to me.  
 produced \_\_\_\_\_ as identification.

(NOTARY SEAL/STAMP)



NOTARY PUBLIC:  
Sign: Brad A. Phelps  
Print: Brad A. Phelps

**Certificate of Amendment (continued)**

Witnesses:

Sign: Audrey Schaffer  
Print: Audrey Schaffer

Sign: Shirley Hingston  
Print: Shirley Hingston

**WINDSOR PLACE AT BERKSHIRE  
LAKES CONDOMINIUM ASSOCIATION,  
INC.**

Sign: Joyce Peterson  
Print: Joyce Peterson  
Title: Secretary

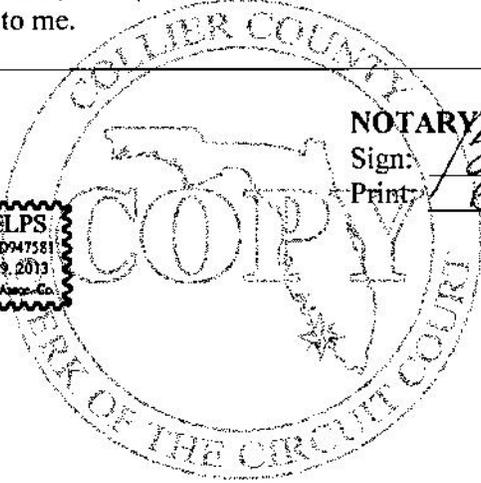
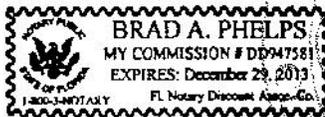
STATE OF FLORIDA  
COUNTY OF COLLIER

THE FOREGOING INSTRUMENT was acknowledged before me this 19<sup>th</sup> day of April, 2012, by Joyce Peterson, as Secretary of Windsor Place at Berkshire Lakes Condominium Association, Inc., who (check one):

is personally known to me.  
\_\_\_\_\_ produced \_\_\_\_\_ as identification.

(NOTARY SEAL/STAMP)

NOTARY PUBLIC:  
Sign: Brad A. Phelps  
Print: Brad A. Phelps



**AMENDMENTS TO  
DECLARATION OF CONDOMINIUM  
FOR  
WINDSOR PLACE AT BERKSHIRE LAKES**

The Declaration of Condominium for Windsor Place at Berkshire Lakes Condominium Association, Inc., shall be amended as follows:

*Note: Words ~~stricken~~ are deletions; Words underlined are additions.*

\* \* \* \* \*

**Amendment No. 1:**

21. USE RESTRICTIONS. Use of the Condominium property shall be in accordance with the following provisions:

*Intervening Sections Unchanged*

E) Leasing. After approval by the Association elsewhere required, entire apartments may be rented provided the occupancy is only by the lessee and his family, servants and guests. No lease shall be for a period of less than ~~or more than~~ ninety (90) days. A Unit Owner may not lease a unit for more than two (2) separate leases or rentals during any one calendar year.

*Intervening Sections Unchanged*

23. MAINTENANCE OF COMMUNITY INTERESTS. In order to maintain a community of congenial residents who are financially responsible and thus protect the value of the units, all transfers of units by any owner other than the Developer shall be subject to the following provisions as long as the Condominium exists upon the land, which provisions each Unit Owner covenants to observe:

*Intervening Sections Unchanged*

23.5 Leasing of Units. All leases of units must be in writing. A Unit Owner may lease only his entire unit, and then only in accordance with this Section, after receiving the approval of the Association. The lessee shown on the Lease must be one natural person, unless the lessee shall be husband and wife.

(A) Procedures.

*Intervening Sections Unchanged*

(b) Term of Lease and Frequency of Leasing. No unit may be leased more than two (2) times in any calendar year and the minimum and maximum term of any lease shall be ninety (90) days. ~~There shall be no maximum length of lease, but all leases for more~~

~~than one year shall be deemed to include a provision reserving the right of the Association to approve or disapprove the continuance of the lease at annual intervals.—No subleasing or assignment of lease rights by the lessee is allowed.~~

*Intervening Sections Unchanged*

~~23.7.—Exceptions.~~

~~(a) — The Developer shall have the right to maintain model units within the Condominium Building, post signs, have employees in offices maintained in the Condominium, use the Common Elements and show Units to prospective purchasers. Sales office signs and all items pertaining to sales shall not be considered Common Elements and shall remain the property of the Developer. The provisions of this subparagraph (a) shall not be amended without the prior written approval of the Developer.~~

~~(b) — The foregoing provisions of this section entitled "Maintenance of Community Interests" shall not apply to a transfer or purchase by a bank, life insurance company or savings and loan Association that acquires its title as the result of owning a mortgage upon the unit concerned, and this shall be so whether the title is acquired by deed from the mortgagor, his successors or assigns, or through foreclosure proceedings, nor shall such provisions apply to a transfer, sale or lease by a bank, life insurance company or savings and loan association that so acquires its title. Neither shall such provisions require the approval of a purchaser who acquires the title to a unit at a duly advertised public sale with open bidding provided by law, such as, but not limited to, execution sale, foreclosure sale, judicial sale or tax sale.~~

23.7 GRANDFATHERING - The above amendments to Section 21(E) and 23.5(b) setting forth a maximum rental term of ninety (90) days shall apply only to persons who become owners after the effective date of the amendments (the date the amendments are recorded in the Public Records of Collier County, Florida). Owners of record prior to the effective date of the amendments shall be "grandfathered" but will still be required to comply with the rental and leasing provisions in the Declaration and the Rules and Regulations that were in effect prior to the above amendments. However, grandfathered owners who purchase another unit in the Condominium after the effective date of the amendments will not be grandfathered with respect to the new unit. Grandfathering status will not be removed if a title transfer is made between spouses or is otherwise transferred for estate or tax planning reasons (e.g., transfers to trust) as determined by the Board. Grandfathered unit owners may continue to lease their unit subject to the approval by the Association, and subject to the provisions in effect prior to these amendments.