

Declaration & Bylaw Amendments:

To include language on Leasing & Electronic Balloting.

There are two proposed amendments to our Governing Documents which require owner approvals.

**The Master Association Board of Directors unanimously supports
a YES vote
on both proposed changes.**

1. The Term and Frequency of Leasing

To match language in our Rules and Regulations

– see Attached Declaration mark-up for complete changes

“Any lease or rental agreement must be for a term not less than thirty (30) days or one (1) calendar month, nor more than one (1) year and the Unit subject to the lease must not have been leased more than three (3) times during the calendar year. “

Additional language on leasing is proposed to be included as well and consist mainly of details common to existing rental and lease requirements which are not yet a part of our Declaration. We have several units not bound by any sub-association leasing restrictions so our Documents need to have this detail added. The exact language is detailed in the included materials.

Why Amend the Declaration if this is already in our Rules and Regulations?

The Declaration amendment is voted on by all owners and with a 2/3 vote in favor, all owners will be bound & protected by the new restriction. Rules and Regulations amendments cannot change certain property rights that were in place or not specified at the time an owner purchased their property. The Declaration is the controlling Document and takes priority.

Why the change?

Approximately two years ago the Master Association learned that most, but not all, Neighborhood's in Windstar restrict leasing to be a minimum of 30 days or one month. One of the neighborhoods without this restriction had a unit which commenced weekly rentals and concerns over an Air BNB type of transiency spreading to other homes caused the Board to investigate how to deal with this. The first and simplest step was to amend our Rules and Regulations but to ensure there is no conflict in the use rights and to maximize enforceability of our Documents the plan was then to amend our Declaration based on owner feedback. The feedback since the Rules change has been met favorably and with minimal objection. As such the Board encourages you to submit your vote in favor of this language to be added to our Declaration.

2. Allowing the option of Electronic Balloting

– see Attached Declaration & Bylaw mark-up for detailed changes

Florida has approved the use of e-voting for condo & homeowner associations and of course there are rules to ensure privacy but the key item is that we need to amend our Documents to specifically allow for this option. Many of you may be familiar with this as the Windstar Club has been using online voting for a few years. The benefits are listed below.

Electronic voting maximizes participation

Easy and efficient — takes only a minute or two to vote

Convenient — people can vote online when it suits them - there's no ballot to mail or meeting to attend

Higher response rates — email reminders and online convenience boost participation for busy owners

Voting online saves money

No supply costs — no paper ballots, no postage and no printing

No equipment — 100% hosted and electronic

Automated — no time or resources needed for manual hand counts

Cost-effective — conduct multiple votes annually

Voting online saves time and eases vote management

Quick and easy — full-service setup and management saves you time, so you can work on other projects

Automatic vote tallying — no manual counts of paper ballots

Accurate — no duplicate or invalidated ballots

No waiting for results — real-time results, no waiting for ballots in the mail

Print the results — print out the results and use it to help tally physical ballots if they exist.

Electronic voting is private and secure

Private — The third-party service must provide, per statute, a layer of separation between the voting process and individuals involved

Secure — no unsecured paper ballots

Authentication — each vote is captured with a date and timestamp along with the voter's internet address

Q&A

Who runs the electronic balloting system?

Our Legal counsel has informed us of several third-party services provide both ease of use and statutory compliance to ensure privacy and accuracy.

What is the current system?

In the scenario of a secret ballot, such as this exact Document Amendment vote, we will be required to mail a Notice, a Ballot (to vote on), an Inner Ballot envelope (for privacy), a Ballot Envelope (to sign your name and ensure you are an owner) and lastly a return envelope for you to mail back this Russian stacking doll of paperwork. Our biggest issue with this is improperly stacked or improperly completed materials which can void your vote but is the only way to attempt privacy with a hard copy system.

What if I don't want to give out my email?

While the Association (and thus owners) would maximize their savings by going electronic only those owners who separately authorize to have their ballots emailed will be able to vote electronically. Most owners prefer the ease and privacy of online voting which also allows a verification email to be sent to you confirming how you voted. Paper "snail-mail" voting packages would still be issued to those who do not sign up and this too can be done by the third party service handling the e-vote.

Included is a consent form and a revocation of consent.

SIGN AND RETURN CONSENT ("EXHIBIT A") FORM TO:

WINDSTAR MASTER ASSOCIATION
1700 WINDSTAR BLVD
Naples, FL 34112

OR

EMAIL (Scan or photo) of completed Consent
TO: WINDSTARMaster@AMERICANPMS.NET

You can keep the revocation form or ask for one in the future if needed. We encourage any owner who has additional questions or concerns to send them to windstarmaster@americanpms.net and we will work to get you your answer.

PROPOSED AMENDMENT

SECOND AMENDED AND RESTATED MASTER DECLARATION OF COVENANTS, CONDITIONS & RESTRICTIONS FOR WINDSTAR

Additions are (underlined).

Deletions are ~~stricken through~~.

Proposed Amendment No. 1 to Article 7.1(a), Second Amended and Restated Master Declaration of Covenants, Conditions & Restrictions for Windstar

ARTICLE 7

RESTRICTIONS ON USE OF UNITS AND COMMON AREA

Section 7.1. **Permitted Uses; Leasing/Sales.** Except as otherwise provided in the Association Documents, no Unit shall be used for other than residential purposes, in accordance with the purposes for which such unit is zoned and designed and which are permissible under local zoning ordinances. The Property shall be occupied and used in compliance with the Rules and Regulations of the Association, as well as the rules and regulations established by any other association to the extent that such rules and regulations are not in conflict with the Association Documents or the Rules and Regulations of the Association.

Subject to the terms of this Section, an entire Unit may be leased to a lessee from time to time by an Owner provided that each of the following conditions are satisfied. No individual rooms may be rented and no transient tenants may be accommodated. "Rent-sharing" and subleasing are prohibited.

(a) Definitions.

For purposes of this section "Guest" means a person who is physically present in, or occupies a Unit on a temporary basis in the presence of the owner without the payment of consideration, or in the absence of, but at the invitation of the Owner or other legally permitted occupant, without the payment of consideration for seven (7) days or less.

For purposes of this section, "lease" means: (i) the grant by an Owner of a temporary right to occupy the Owner's Unit for valuable consideration for any length of time; or, (ii) the grant by an Owner of a temporary right to occupy the Owner's Unit in the absence of the Owner for NO valuable consideration IF the temporary occupancy is greater than seven (7) days.

Such grants of temporary occupancy rights shall be deemed Leases whether they are granted verbally or in writing, express or implied.

(b) Term and Frequency of Leasing. A lease or rental agreement for consideration must be in writing and in conformance with the form of lease provided by the Association. Any lease or rental agreement must be for a term not less than thirty (30) days or one (1) calendar month, nor more than

one (1) year. and the Unit subject to the lease must not have been leased more than three (3) times during the calendar year.

(c) Regulation by the Master Association. All written lease or rental agreements must contain the following provisions and all unwritten temporary occupancy leases shall be subject to the following provisions: that the lease or rental is subject to the governing documents, that any violation of any of the foregoing shall be a default under the lease or rental agreement, and that lessee has received, been advised of, and agrees to be bound by the provisions, now or hereafter set forth in the governing documents.

(d) Notice by the Owner. At least twenty (20) days before commencement of the lease term or rental agreement, the Owner shall provide the Association with a copy of the lease, if applicable, the names of the lessees and each person who will reside upon the Unit and the address and telephone number of the Owner. The Owner shall further provide a lease application, administrative fee and documentation and information as reasonably requested by the Board of Directors.

(e) Security Deposit. The Board of Directors shall have the authority, in connection with a lease or renewal or extension thereof, to require that a prospective lessee or Owner place a security deposit in an amount not to exceed the equivalent of one month's rent into an escrow account maintained by the Association to protect against damage to the Common Areas or Association Property. Payment of interest, claims against the deposit, refunds, and disputes under this paragraph shall be handled in the same fashion as provided in Part II of Chapter 83 of the Florida Statutes.

(f) Attachment of Rental Income When Unit is Delinquent. Each Owner, by acceptance of title to a Unit, hereby assigns first to the Neighborhood Associations, and then to the Master Association, the right to collect rent from any Lessee in the event such Owner becomes delinquent in paying his or her assessments or other charges to the Neighborhood Associations and/or Master Association and the Owner hereby expressly grants consent to the Neighborhood Associations and the Master Association to contact the Lessee regarding such matters. Any such rent payments received by the Neighborhood Associations and Master Association and accepted shall be applied first to any interest accrued, then to any administrative late fees accrued, then to any costs and reasonable attorney's fees incurred in collection, and then to the delinquent assessments. Once the Owner's account with the Neighborhood Association is brought current, and then once the Owner's account with the Master Association is brought current, then the Master Association shall authorize redirection of future rent from the Lessee back to the Owner.

(g) Tenant Conduct; Remedies. An Owner that leases or rents a Unit shall keep the Association informed at all times of the Owner's address and telephone number. Any lease or rental agreement shall be subject to the governing documents and any breach thereof shall constitute a default under the lease or rental agreement, regardless of whether it so provides in the lease or rental agreement. If any lessee breaches any restriction or other term contained in the Declaration or Rules and Regulations, the Owner, upon demand by the Association, immediately shall take such actions as may be necessary to correct the breach including, if necessary, eviction of the lessee. If the Owner fails to bring the conduct of the Lessee into compliance with the governing documents in a manner deemed acceptable by the Association, the Association shall have the authority to act as agent of the Owner to undertake whatever action may be necessary to abate the lessee's noncompliance with the governing documents (or the other noncompliance of other occupants, Guests or invitees), including without

limitation the right to institute an action for eviction against the Tenant in the name of the Association in its own right, or as agent of the Owner. Notwithstanding the foregoing, the Association shall have all rights and remedies provided for in the governing documents against lessees and Owners for violations of the governing documents and the Association may initiate legal action to have the lessee and occupants removed from the Unit and the Property. The cost and expense incurred by the Association for any such legal action shall be a Charge against the Owner, payment of which shall be secured by the Association's continuing lien and security interest in the Owner's Unit.

(h) Leases may be renewed, subject to Board approval.

(i) Each owner is required to provide copies of the Windstar Second Amended and Restated Declaration of Covenants, Conditions and Restrictions; The Windstar By-Laws; and the Rules and Regulations to prospective tenants and purchasers before execution of a lease or completion of closing on the sale of a Unit.

**PROPOSED AMENDMENT TO THE
SECOND AMENDED AND RESTATED MASTER DECLARATION OF
COVENANTS, CONDITIONS & RESTRICTIONS FOR WINDSTAR**

AMENDED AND RESTATED BYLAWS

OF

WINDSTAR ON NAPLES BAY MASTER ASSOCIATION, INC.

Additions are (underlined).
Deletions are ~~stricken through~~.

Proposed Amendment No. 1 to Articles 1.1(13) and 1.1(28) of the Second Amended and Restated Master Declaration of Covenants, Conditions & Restrictions for Windstar; Articles 2.6.4 and 3.4.1 of the Amended and Restated Bylaws

ARTICLE I
GENERAL PROVISIONS

Section 1.1. Definitions. Capitalized terms used herein shall have the meanings specified for such terms below.

(Sections (1) through (12) Remain Unchanged)

(13) "Election Meeting" means a meeting for the purpose of tabulating written or electronic ballots in an election as established in the Bylaws.

(Sections (14) through (27) Remain Unchanged)

(28) "Secret Ballot" means a written or electronic ballot executed in a fashion that protects the identity of the Unit Owner casting such ballot following procedures that comply with the requirements of Florida state statutes.

(Remainder of Article I Unchanged)

* * * * *

2. UNIT OWNER MEETINGS.

(Section 2.1 through 2.5 Remains Unchanged)

2.6 Proxies. Except on matters requiring written or electronic ballots as defined in Section 3.1, Unit Owners may vote in person or by proxy.

2.6.1 A proxy may be given by any Unit Owner entitled to vote, but shall be valid only for the specific meeting for which originally given and any lawful adjournment of reconvening of that meeting.

2.6.2 No proxy is valid for a period longer than ninety (90) days after the date of the first meeting for which it was given.

2.6.3 Each proxy is revocable at the pleasure of the person executing it provided that written notice is given prior to any related vote being taken.

2.6.4 To be valid, a proxy must be on the official form provided by the Association and be in writing, dated, signed by a person authorized to cast the vote for the Unit and specifying the date, time and place of the meeting for which it is given. The signed and dated original must be transmitted through an online voting system, hand delivered, mailed, electronically mailed, or faxed on the form provided to the Secretary at or before the time of the meeting or continuance thereof. Holders of proxies need not be Unit Owners.

2.6.5 No proxy is valid if it names more than one person as the proxy holder, but the proxy holder has the right, if the proxy so provides, to substitute another person to hold the proxy.

(Remainder of Article 2 Remains Unchanged)

* * * * *

3. UNIT OWNER VOTING

(Sections 3.1 through 3.3 Remain Unchanged)

3.4. Voting Procedures for Written Ballots.

3.4.1 Voting shall be by an online voting system, mail or personal delivery using such procedures as may from time to time be established by the Elections Committee and approved by the Board of Directors. A ballot is irrevocable when transmitted, mailed, electronically mailed or delivered in person.

3.4.2 Voting shall be completed and ballots counted at a properly noticed Election Meeting one business day prior to the Annual or Special Meeting date. A report of the election results shall be prepared by the Elections Committee for presentation to the Unit Owners at the related meeting.

3.4.3 There shall be no cumulative voting and no preemptive rights.

3.4.4 The Elections Committee shall prepare a ballot package to be included with the Notice of Meeting to be mailed or hand delivered to each Unit Owner under Section 2.3 of the Bylaws. The ballot package shall include at least the following materials or their equivalent:

3.4.4.1 A return mail envelope for the ballot which on its face calls for the Unit Owner's name, Unit identifying number, and signature which shall constitute evidence of attendance for purposes of establishing a quorum.

3.4.4.2 A clear explanation of each vote to be executed and instructions covering the steps required for the proper execution and return of the ballot.

3.4.4.3 A Ballot Envelope in which the Unit Owner shall seal any ballot to be voted on.

3.4.5 If a return mail envelope is found to include both a general proxy and a Ballot Return Envelope, the Ballot Return Envelope will be deemed to be the Unit Owner's only submission for purposes of that election.

(Remainder of Article 3 Unchanged)

WINDSTAR ON NAPLES BAY MASTER ASSOCIATION, INC.

**RESOLUTION AUTHORIZING ELECTRONIC VOTING AND PARTICIPATION FOR ASSOCIATION MEETINGS
AND ELECTIONS**

WHEREAS, Section 720.317, Florida Statutes (2018) provides that an association may conduct elections and other Member votes through an Internet-based online voting system if a Member consents, in writing, to online voting and if various requirements are met; and

WHEREAS, the Board of Directors has determined it to be in the best interest of the Association to enable the use of electronic voting in Association matters and to create the requisite authority required by the above-referenced statute; and

NOW THEREFORE, it is resolved as follows:

1. The Association may permit Members who desire to do so the ability to utilize electronic voting in conformance with the above-referenced statute, as amended from time to time, as well as any applicable rules of the Florida Department of Business and Professional Regulation, as may now exist, be hereafter adopted, or as the same may be amended from time to time.

2. The Board may determine that utilizing electronic voting is not in the best interest of the Association as to any particular meeting or election. Accordingly, there shall be no obligation for the Association to utilize electronic voting at any particular meeting or election.

3. Notice to Members of the opportunity to vote through an online voting system shall be provided as required by law.

4. The Association hereby adopts the following forms which are incorporated into this Resolution by reference:

i. Attached as **Exhibit "A"** is the "Consent to Electronic Voting and/or Consent to Receive Electronic Notice of Meetings," which Members may sign and file with the Association, or which may be affirmed by the Member, in order for a Member to be entitled to vote by electronic means and/or to receive electronic notice of meetings; and

ii. Attached as **Exhibit "B"** is the "Revocation of Consent to Electronic Voting and/or Revocation of Consent to Receive Electronic Notice of Meetings," which Members may sign and file with the Association, or which may be affirmed by the Member, to revoke their consent to electronic voting and/or their consent to receive electronic notice of meetings.

Unless prohibited by law an e-mail notification from a Member to the Association may be used in lieu of a signed consent or revocation form, in which case the terms of the attached consent and revocation forms are incorporated by reference and shall be deemed affirmed by the Member when consent is given or revoked by e-mail.

5. In order to implement electronic voting, the Association may contract with an outside vendor or other party that provides electronic voting services (referred to collectively hereinafter as the

"Provider"). The Board shall use reasonable judgment to ensure that such Provider's services comply with the requirements of law.

6. The Association or its agent shall notify Members in meeting notice materials, as provided by law, of the ability to vote electronically, including but not limited to the Provider's e-mail address or website in a manner the Association reasonably believes to be sufficient to enable Members to participate in electronic voting.

7. Members who consent to vote by electronic means may still vote in person, if they choose, by paper means (use of proxies and ballots), or may send proxies to the Association by facsimile transmission or electronic mail, to the extent the Association otherwise receives and accepts proxies through such media. In the event of multiple votes cast by a Parcel as to the same matter, the vote cast first in the election of Directors shall prevail, while the last vote cast will prevail with respect to non-election issues.

8. By signing or affirming the consent form attached as Exhibit "A" hereto and otherwise choosing to vote electronically as enabled by this Resolution, each Member recognizes that the Association cannot control the practices of third parties regarding internet communications and use of the Members' email address. As such, and as a condition of the Association's agreement to permit electronic voting, each Member who consents to electronic voting releases and waives any claim against the Association pertaining to such voting, including but not limited to the transmission or placement of "viruses," "malware," "spyware," "cookies," and the like. Each Member who consents to electronic voting also consents to the Association's publication of their e-mail address, as well as other information (including necessary personal identifying information) to Providers or other third parties to the extent and as may be reasonably necessary to enable the use of electronic voting processes. Such information shall not be considered an official record, and shall not be available for Member inspection unless required by law.

9. By signing or affirming the consent form attached as Exhibit "A" hereto, each Member further recognizes that internet/electronic communications may be subject to failure, interruptions, or other problems due to a variety of reasons, including but not limited to Member operator error, Provider system or server failures, "spam" blockers, power outages, and the like. As such, and as a condition of the Association's agreement to permit electronic voting, each Member who consents to electronic voting releases and waives any claim or challenge to such voting, including but not limited to situations where a Member vote was not received or counted by the Association due to no fault of the Board of Directors or management.

This Resolution was adopted by the Board of Directors on the _____ day of _____, 2019, and is effective upon adoption. The meeting at which this Resolution was adopted was preceded by notice provided to each Member fourteen (14) days in advance of said meeting either by U.S. mail, hand-delivery, or electronic mail (in cases where members have consented to receive official Association notices by electronic mail) and by posting said notice conspicuously on the Common Property fourteen (14) days in advance of said meeting. An Affidavit attesting to such notice is kept amongst the official records of the Association.

There are _____ total Board members. The number of Board members who voted in favor of this Resolution is _____. The number of Board members who voted against this Resolution is _____. The vote of each Director is reflected in the minutes of the meeting at which this Resolution was adopted.

WINDSTAR ON NAPLES BAY MASTER ASSOCIATION, INC.

By: _____
_____, President

Date: _____

EXHIBIT "A"

CONSENT TO ELECTRONIC VOTING AND/OR CONSENT TO RECEIVE ELECTRONIC NOTICE OF MEETINGS

The undersigned, being an Owner or the Voting Member under Section _____ of the _____ for Address _____, at **Windstar**, pursuant to Florida Statutes, hereby consent(s) in writing to:

(Please place a check mark or x in the box or boxes below for which you are giving consent. You may consent to electric voting, receiving electronic notice or both).

1. _____ **ELECTRONIC VOTING.** By signing this consent form (or consenting to electronic voting by e-mail sent to the Association), I/we consent to voting electronically at meetings and elections for **Windstar on Naples Bay Master Association, Inc.** to the fullest extent permitted by law, pursuant to the provisions of the Board's Resolution authorizing electronic voting ("Resolution"). I/we designate the following email address for electronic voting purposes: (PRINT NEATLY) _____. The undersigned understands and agrees that in order to be valid, this consent form must be signed and on file with the Association prior to the meeting or election in which the Owner wishes to vote by electronic means, and that all electronic votes shall be cast within the window set by the Board in advance of said meeting at which time the ability to vote electronically shall be deemed closed for that meeting or election.

I/We further understand and agree that, in order to use a different e-mail address for casting votes electronically, I/we must notify the Association in writing of the change of e-mail address prior to the meeting or election in which the Owner wishes to vote by electronic means. If I/we do not provide timely written notice of this change of e-mail address to the Association as provided herein, I/we further understand and agree that I/we may not be able to vote electronically until the next membership meeting and/or election.

2. _____ **ELECTRONIC NOTICE.** I/we consent to receiving notice by electronic transmission for meetings of the Board of Directors, Committees, and Annual and Special Meetings of the Members **Windstar on Naples Bay Master Association, Inc.** I/we designate the following email address for electronic voting purposes: *(you may write "same as above" or provide a different address for electronic notice purposes)* _____. The undersigned understands that mailed/paper notice may not be provided to the Owners unless the Owners have rescinded their consent to receive electronic notice of meetings. **Please be aware that if you consent to receive electronic notice of meetings, your e-mail address designated for that purpose will be an official record of the Association.**

All Owners of the Lot or eligible voter please print name, affix date and sign below.

By: _____
Print Name: _____
Date: _____

By: _____
Print Name: _____
Date: _____

EXHIBIT "B"
REVOCATION OF CONSENT TO ELECTRONIC VOTING

The undersigned, being an Owner or the Voting Member under Section _____ of the _____ for Address _____, at **Windstar**, have previously consent to electronic voting at meetings and elections for **Windstar on Naples Bay Master Association, Inc.** as permitted by law by consent form duly filed with **Windstar** hereby revoke my/our consent.

The undersigned understands and agrees that in order to be valid, this revocation of consent form must be signed and on file with **Windstar** no later than ten (10) days prior to the meeting or election in which the Lot Owner/Member wishes to revoke consent to vote by electronic means.

All Owners of the Lot or eligible voter please print name, affix date and sign below.

By: _____
Print Name: _____
Date: _____

By: _____
Print Name: _____
Date: _____