

Prepared and return to:  
Christopher N. Davies, Esquire  
Swalm, Bourgeau & Davies, P.A.  
2375 Tamiami Trail North  
Suite 308  
Naples, FL 34103

### CERTIFICATE OF AMENDMENT

THE UNDERSIGNED, being the duly and acting President of Windstar on Naples Bay Master Association, Inc., a Florida not for profit corporation, hereby certifies that at a meeting of the Board of Directors, where a quorum was present, all the resolutions set forth below were approved by at least a majority of the Board. Thereupon at a duly called Annual Meeting of the Members held on March 30, 2009, where a quorum was present, after due notice, the resolutions were approved and adopted by the affirmative vote of at least sixty-seven percent (67%) of the voting interests of the Association for the purpose of amending the Amended and Restated Master Declaration of Covenants, Conditions & Restrictions for Windstar, recorded at O.R. Book 1805, Page 0090 *et seq.*, and re-recorded at O.R. Book 1813, Page 1031 *et seq.*, Public Records of Collier County, Florida, and the Articles of Incorporation and Bylaws of the corporation.

Subsequent to the members' vote, pursuant to the provisions set forth in the Amended and Restated Master Declaration of Covenants, Conditions & Restrictions for Windstar, the mortgagees of record were provided Notice of the Amendments approved by the members for their approval. No disapproval of the amendments was received.

**RESOLVED:** That the Amended and Restated Master Declaration of Covenants, Conditions & Restrictions for Windstar, be and is hereby amended and the amendments are adopted in the form attached hereto as Exhibit "A", and made a part hereof.

**RESOLVED:** That the Articles of Incorporation of Windstar on Naples Bay Master Association, Inc., be and are hereby amended and the amendments are adopted in the form attached hereto as Exhibit "B", and made a part hereof.

**RESOLVED:** That the Bylaws of Windstar on Naples Bay Master Association, Inc., be and are hereby amended and the amendments are adopted in the form attached hereto as Exhibit "C", and made a part hereof.

Date: October 30, 2009

(1) Thomas Hughes  
Witness

Print Name: Thomas Hughes

(2) Debra Simpson  
Witness

Print Name: DeBRA Simpson

WINDSTAR ON NAPLES BAY MASTER  
ASSOCIATION, INC.

By: Brad Merryman  
Brad Merryman, President  
1700 Windstar Boulevard  
Naples, FL 34112

(CORPORATE SEAL)

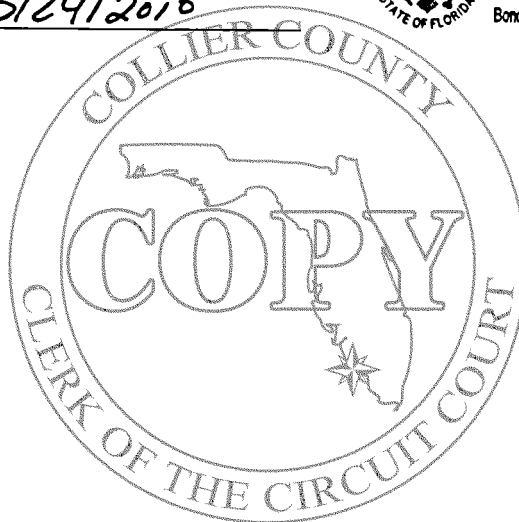
STATE OF FLORIDA  
COUNTY OF COLLIER

The foregoing instrument was acknowledged before me this 30<sup>th</sup> day of October, 2009, by Brad Merryman, President of the aforementioned Corporation, on behalf of the Corporation. He is personally known to me or has produced \_\_\_\_\_ as identification.

Debra Simpson  
Notary Public

DeBRA T. Simpson  
Printed Name  
DEBRA T. SIMPSON  
MY COMMISSION # DD 552202  
EXPIRES: May 24, 2010  
Bonded Thru Budget Notary Services

My Commission expires: 5/24/2010



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NOTE: SUBSTANTIAL REWORDING OF MASTER DECLARATION. PLEASE SEE ORIGINAL MASTER DECLARATION AS RECORDED IN OFFICIAL RECORDS BOOK 1075, PAGE 736, ET SEQ., PUBLIC RECORDS OF COLLIER COUNTY, FLORIDA.

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

THIS SECOND AMENDED AND RESTATED MASTER DECLARATION FOR WINDSTAR (hereinafter referred to as the "Declaration") is made as of the 30<sup>th</sup> day of October, 2009, by Windstar on Naples Bay Master Association, Inc., formerly known as The Windstar Master Association, Inc., hereinafter referred to as "Association."

WHEREAS, the Master Declaration of Covenants, Conditions & Restrictions for Windstar (the "Declaration") was originally recorded in Official Records Book 1075, pages 736 through 755, inclusive, of the Public Records of Collier County, Florida; and

WHEREAS, the Declaration as originally recorded submitted the real property described in Exhibit "A", and subsequently the real property described in Exhibit "B", attached hereto and as set forth in the graphic identified as Exhibit C; and

WHEREAS, the Directors and Unit Owners now desire to make further amendments to the Declaration which they deem necessary and desirable; and

WHEREAS, such action is permitted under the terms and provisions of the Declaration; and

WHEREAS, after notice and discussion, and after recommendation and approval, the Board of Directors of Windstar on Naples Bay Master Association, Inc., pursuant to the amendment powers contained in the Declaration, files this Second Amended and Restated Master Declaration of Covenants, Conditions, and Restrictions for Windstar.

NOW THEREFORE, in consideration of the premises, the original recorded Declaration, as amended from time to time, is hereby amended and restated in its entirety and the subject property shall be owned, used, sold, conveyed, encumbered, demised and occupied subject to the provisions of this Declaration, which shall run with the Land and be binding on all parties having any right, title or interest in the real property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each Owner thereof. Nothing herein contained, and no violation of these covenants, conditions and restrictions, shall invalidate or impair the lien of any mortgage or deed of trust given in good faith and for value.

**ARTICLE I  
GENERAL PROVISIONS**

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

- (1) "Architectural Review Committee" or "Committee" means the committee authorized in this Declaration to review proposed construction, exterior alterations, improvements, and landscaping.
- (2) "Articles of Incorporation" or "Articles" means the Amended and Restated Articles of Incorporation for Windstar on Naples Bay Master Association, Inc., formerly known as The Windstar Master Association, Inc., as amended from time to time.
- (3) "Assessment" or "Assessments" means a share of the funds required for the payment of the expenses of the Association which from time to time is assessed against the Unit Owners,

including without limitation Annual Assessments and Special Assessments, as authorized by this Declaration.

(4) "Association" means Windstar on Naples Bay Master Association, Inc., formerly known as The Windstar Master Association, Inc.

(5) "Windstar Documents" means collectively, this Declaration, the Articles of Incorporation, and the Bylaws, as amended from time to time. Any exhibit, schedule, certification or amendment to an Association Document is an integral part of that document.

(6) "Board of Directors" or "Board" means the executive and administrative entity established by Article III of the Articles of Incorporation as the governing body of the Association.

(7) "Bylaws" means the Bylaws of the Association, as amended from time to time,

(8) "Club" means Windstar Club, Inc., also known as Windstar on Naples Bay, or its assigns, and all related facilities now existing or to be constructed in the future.

(9) "Common Area" means all of the Property including improvements (excluding real property and related facilities owned by or included in the Recreational Associations) then owned or leased by the Association or otherwise available to the Association for the benefit, use and enjoyment of the Owners regardless of ownership.

(10) "Common Expenses" means the actual and estimated expenses lawfully made and incurred on behalf of the Association for maintenance, repairs, improvements, insurance, operations, landscaping and the lakes and storm water management systems and facilities, together with all funds determined by the Board of Directors to be necessary for the creation and maintenance of reserves pursuant to the provisions of the Windstar Documents.

(11) "Declaration" means the Master Declaration of Conditions, Covenants, and Restrictions for Windstar. The term Declaration shall include all amendments to the Declaration made in the past or to be made in the future.

(12) "Design Guidelines" means the standards developed for the Property from time to time by the Architectural Review Committee pursuant to Article 8 hereof.

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

(14) "Institutional Mortgage" means a first mortgage held by an Institutional Mortgagee encumbering a Lot, Unit or tract of land.

(15) "Institutional Mortgagee" means:

(a) a lending institution having a first mortgage lien upon a Lot, Unit, or Tract, including any of the following institutions: a Federal or State savings and loan or building and loan association, a bank chartered by a state or federal government, a real estate investment trust, a pension and profit sharing trust, a mortgage company doing business in the State of Florida, or a life insurance company; or

(b) a governmental, quasi-governmental or private agency that is engaged in the business of holding, guaranteeing or insuring residential mortgage loans (including without limitation the Federal National Mortgage Association), Governmental National Mortgage Association, Federal Home Loan Mortgage Corporation, Federal Housing Administration and Veterans Administration and which holds, guarantees or insures a first mortgage upon a Lot, Unit, or Tract.

(16) "Land" means, at any given time, the real estate subject to the Declaration (including Common Area), but does not include improvements or appurtenances thereto.

(17) "Legal Fees" means: (i) reasonable fees for attorney and paralegal services incurred in negotiation and preparation for litigation, whether or not an action is actually commenced, through and including all trial and appellate levels and post judgment proceedings; and (ii) court costs through and including all trial and appellate levels and post-judgment proceedings.

(18) "Lot" means that section of the Property which has been designated as a platted lot on any plat pertaining to the Property.

(19) "Majority Vote" means an affirmative vote by more than fifty percent of the votes required in any voting procedure under these Documents.

(20) "Marina" means Southpointe Yacht Club, or its assigns and any related facilities now existing or to be constructed in the future.

(21) "Neighborhood Association" shall mean any owners' association, condominium unit owners association or other organization formed for the management of groups of Units within the Property.

(22) "Officer" means any Person holding office in the Association pursuant to the Bylaws.

(23) "Owner" or "Unit Owner" means one or more Persons who own a Unit within the Property, but does not mean any Person having an interest in a Unit solely as security for an obligation.

(24) "Person" means one or more natural persons, corporations, partnerships, associations, trusts or other legal entities capable of holding title to real estate in the State of Florida, or any combination thereof.

(25) "Property" means, at any given time, the real estate subject to the Declaration (including Common Area) and includes all improvements and appurtenances thereto now or hereafter existing.

(26) "Recreational Association" means any independent organization authorized under the Documents to own assets and supply recreational services within the property such as the Club and the Marina.

(27) "Rules and Regulations" means the rules and regulations governing the use, occupancy, operation and physical appearance of the Property adopted from time to time by the Board of Directors under the Bylaws; provided, however, that the Rules and Regulations shall not conflict with, or be inconsistent with, the terms and provisions of the Declaration.

(28) "Secret Ballot" means a written 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.

(29) "Unit" means and refers to any portion of the Property intended for use and occupation as an attached or detached residence by a single family.

(a) In the case of individual Lot developments, such as detached villas, zero lot line homes, and single-family detached houses each Lot is a Unit. If more than one approved Lot is under common ownership, each will be considered a Unit for purposes of voting, assessment and all other matters hereunder regardless of the number of residences built upon them.

(b) In the case of a condominium, cluster development, attached villas or other form of development which contains multiple dwellings on a common parcel of land, each dwelling shall be deemed to be a separate Unit.

(30) "Upkeep" means care inspection, maintenance, operation, repair, repainting, remodeling, restoration, improvement, renovation, alteration, replacement and reconstruction.

#### Section 1.2. Construction of Windstar Documents.

(a) Captions. The captions are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope of the document in which used or any provision thereof.

(b) Pronouns. The use of the masculine gender shall be deemed to include the feminine and neuter genders, and the use of the singular shall be deemed to include the plural and vice versa, whenever the context so requires.

(c) Severability. Each provision of any Windstar Document is severable from every other provision, and the invalidity of any one or more provisions shall not change the meaning of or otherwise affect any other provision. To the extent that any provision of the Windstar Documents is found to be overly broad or unenforceable and a narrower or partially enforceable construction may be given to such provision, then the narrower or partially enforceable construction shall be applied and, to the extent practicable, the provision shall be enforced.

(d) Interpretation. If there is any conflict among the Windstar Documents, the Declaration shall control, then the Articles of Incorporation, Bylaws and finally rules, regulations or other resolutions adopted pursuant to any of the Windstar Documents. Construction consistent with Florida law shall in all cases control over any construction inconsistent therewith.

(e) Construction of Windstar Documents and Incorporation by Reference. The Windstar Documents shall be construed together and shall be deemed to incorporate one another. Any requirements as to the content of one shall be deemed satisfied if the deficiency can be cured by reference to any of the others. Any provision of a Windstar Document referenced in any other Windstar Document with the intent to incorporate the provisions of the Windstar Document into the other Windstar Document shall be deemed incorporated therein, as if set forth in full.

#### Section 1.3. The Association.

Windstar on Naples Bay Master Association, Inc., formerly known as The Windstar Master Association, Inc., is a non-stock and not-for-profit corporation organized and existing under the laws of the State of Florida, charged with the duties and vested with the powers prescribed by law and set forth in the Articles of Incorporation and the Bylaws. All Unit Owners, Recreational Associations and Neighborhood Associations located within the Property shall be members of the Association. The Association shall have all powers and duties under Chapters 720 and 617, Florida Statutes, and the power and duty to enforce against its members the covenants, conditions, easements, restrictions and other provisions imposed by this Declaration and its recorded exhibits by any proceeding at law or in equity against any person or entity violating or attempting to violate such provisions, to require performance of such provisions and to recover damages for violations of such provisions created by this Declaration. Failure by the Association to enforce any such provisions shall in no event be deemed a waiver of its right to do so thereafter. In the event of an action by the Association to enforce any such provision, the prevailing party shall be entitled to recover the costs and legal fees incurred by such party.

The Association may exercise any right, power, or privilege given to it expressly or by reasonable implication by the Windstar Documents, and may take action reasonably necessary to effectuate any such right or privilege. Except as otherwise specifically provided in the Windstar Documents or by law, all of the Association's rights and powers may be exercised by the Board as provided in the Bylaws.

The Board may institute, defend, settle or intervene on the Association's behalf in mediation, binding or non-binding arbitration, litigation or administrative proceedings in matters pertaining to the Common Area, enforcement of the Windstar Documents, or any other civil claim or action. In exercising the Association's rights and powers, making decisions on the Association's behalf, including, without limitation, deciding whether to file a lawsuit under any circumstances, and conducting the

Association's affairs, Board members and the Association's officers are subject to, and their actions shall be judged in accordance with, the standards set forth in Florida law.

#### Section 1.4. Neighborhood Associations.

Within the Property there exist certain associations of homeowners or condominium owners which provide varying levels of services to the Unit Owners. Most, but not all, of the Units within Windstar are members of a Neighborhood Association and subject to its unique covenants and restrictions which are separate and distinct from those of the Association, but which must conform with the covenants and restrictions outlined in this Declaration. All residents of Windstar, whether members of a Neighborhood Association or not, are subject to the covenants and restrictions put forward in this Declaration as well as any rules and regulations that may be promulgated in their implementation.

The Neighborhood Associations are subject to all of the covenants and restrictions of the Association. They are charged with certain responsibilities, but are granted no rights of action under this Declaration. They are bound by the terms of the Declaration and can be called upon by the Board of Directors to assist in its administration. Neighborhood covenants shall be supplemental to this Declaration and shall in no way be construed to supersede or override the Documents.

#### Section 1.5. Recreational Associations.

Recreational Associations existing within the Property such as the Club and the Marina are created and approved by the Association primarily for the benefit and enjoyment of participating Unit Owners. Recreational Associations have rights of access to the Common Areas and the Recreational Associations often share or exchange services and facilities such as meeting rooms, security facilities, parking and offices for which there are no mutual rights of assessment. Although created primarily for the entertainment and enjoyment of Owners, the Recreational Associations are not restricted from soliciting non-residents of Windstar as members. Recreational Associations may be subject to certain charges by the Association based on their non-resident membership as set forth in the Bylaws.

Recreational Associations establish and manage their own properties, are responsible for staffing their own facilities, and are independent in their day-to-day operations. The Recreational Associations are subject to all of the covenants and restrictions of the Association. The Recreational Associations are granted certain rights in this Declaration. Membership in and access to any Recreational Association, is strictly subject to the rules and procedures established by its governing body. No Owner or occupant gains any right to enter or to use the facilities of a Recreational Association simply by virtue of ownership or occupancy of a Unit.

## ARTICLE 2 VOTING AND VOTING RIGHTS

The right to vote on Association matters is inherent in ownership of a Unit within the Property. The right to vote is appurtenant to, runs with, and may not be separated from, ownership of legal title to ownership of a Unit.

**Section 2.1 Voting Rights.** The Unit Owners of the Association are entitled to one (1) vote for each Unit owned. The total number of votes shall equal the total number of Units subject to the Amended and Restated Master Declaration of Covenants, Conditions and Restrictions for Windstar. The vote of a Unit is not divisible.

(a) **Suspension of Rights.** The Association may suspend the voting rights of a Unit Owner for the nonpayment of any approved assessment that is delinquent in excess of ninety (90) days.

(b) **Joint Ownership.** If a Unit is owned jointly by two or more Persons, that Unit's vote may be cast by any one of the recorded Owners. If two or more Owners cast ballots, or if the Owners cannot agree among themselves on how their one vote shall be cast on any issue, that vote shall not be counted in that election and the Unit shall not be included in computing the total vote required.

(c) Corporate Ownership. If a Unit is owned by a corporation, the person entitled to cast the vote for the Unit shall be designated by a certificate signed by an appropriate Officer of the corporation and filed with the Secretary of the Association. Such person need not be a Unit Owner. Those certificates shall be valid until revoked or superseded by a subsequent certificate or until a change occurs in the ownership of the Unit concerned. If a certificate designating the person entitled to cast the vote for a Unit for which that certificate is required is not on file or has been revoked, the vote attributable to that Unit shall not be considered in determining whether a quorum is present, nor for any other purpose.

Section 2.2 Voting Procedures. Whenever this Declaration requires a vote of the Unit Owners it shall be by Secret Ballot according to the rules and procedures then in effect under the Bylaws.

Section 2.3 Approval or Disapproval of Matters. Whenever the decision or approval of a Unit Owner is required upon any matter, whether the subject of an Association meeting or not, such decision or approval may be expressed by any person who could cast the vote of that Owner's Unit at an Association meeting, as stated in Section 2.1 above, unless the written approval or joinder of record Unit Owners is specifically required.

### ARTICLE 3 COMMON AREA

Section 3.1. Regulation of Common Area. The Association shall have the right to regulate use of the Common Area and to charge fees for the use thereof to the extent allowed by applicable law. The Association may also mortgage, dedicate or convey Common Area owned by the Association or grant easements over and through the Common Area subject to the provisions contained elsewhere in this Declaration.

Section 3.2. Compliance with Laws; Nuisance. The use of the Common Areas shall be consistent with existing law, this Declaration, the Articles of Incorporation, Bylaws and Rules and Regulations of Windstar. No person shall engage in any obnoxious, unpleasant or offensive activity, or any activity which would be a reasonable source of nuisance or annoyance to residents. The Common Area shall not be obstructed, littered, defaced or misused in any manner.

Section 3.3. Protection of Club's Interests. The Association shall not in any way re-align the Common Area in a way that would have an adverse impact on the drainage system utilized with respect to the Club. Where Common Areas abut any portion of the Club, irrigation systems and landscaping in those Common Areas must be compatible with the use and maintenance elements of the abutting facility. Further, landscaping of properties abutting any portion of the Club shall be designed in a way that would not negatively impact the use or maintenance of the Club. The Club shall have the right to enforce this provision under the terms of this Declaration.

### ARTICLE 4 EASEMENTS

In addition to the easements created by or pursuant to this Article, the Property shall be subject to all easements previously recorded among the Public Records of Collier County and all easements created in any recorded plat, the Declaration, or any amendment to the Declaration. The areas subject to easements under the Documents shall be treated as Common Area of the Association only for the benefit of the Association or its designees. Easements shall not convey rights of use or access to any other Person, association or entity.

Section 4.1. Easements.

(a) Easement for Upkeep, Landscaping and Maintenance.

(1) The Association, as successor in interest to the Declarant, hereby reserves to itself and its designees, successors and assigns, a nonexclusive easement over and through the



Property for all purposes reasonably related to the development, completion and maintenance of improvements on the Property, including: (i) temporary slope, storage and construction easements for the construction, installation and Upkeep of improvements on, or reasonably necessary to serve the Property; (ii) for the construction and Upkeep of drainage, erosion control, compensatory mitigation facilities (to offset permitted fill of wetlands) and storm and sanitary sewer easements and facilities (and retention ponds) (including the right to cut or remove trees, bushes or shrubbery, to regrade the soil and to take any similar actions reasonably necessary) and any other areas on the Property in which mitigation, buffers, and other land use conditions are imposed by the government or any governmental agency; provided, however, that except after regrading the Association shall restore the affected area to a condition as near as reasonably practicable to its original condition; and (iii) generally to perform work within, and for the benefit of, the Common Area.

(2) The Association hereby reserves an easement and the right to grant and reserve easements over and through: (1) the Common Area; (2) the common area within any Neighborhood Association; and (3) any Lot (a) within ten feet of any boundary line of a Lot which parallels a public or private street, (b) within five feet of any boundary line of such Lot which abuts another Lot or Common Area and (c) around the frontage of all lakes and storm and water retention ponds for a distance of twenty feet back from the high water mark. These easements shall be for the purpose of construction and Upkeep of boundary walls and fences, irrigation and Upkeep of landscaping features, including, without limitation, plants, trees and earth berms and other earth contouring and shall include access as necessary to perform such tasks.

(3) The Owner of any property burdened by the easement created hereby shall not construct any improvements within the easement without the written permission of the Association. Upkeep of these easement areas by the Association shall be a Common Expense.

(b) Easements for Utilities and Related Services.

(1) A non-exclusive easement is hereby granted over and through the Property for ingress, egress, installation and Upkeep of the equipment for providing to any portion of the Property or adjacent real estate, any utilities, including, without limitation, water, sewer, storm water drainage, gas, electricity, telephone, telecommunication and television service, whether public or private; such easement is hereby granted to any Person installing or providing Upkeep for the aforesaid services. Any pipes, conduits, lines, wires, transformers and any other apparatus necessary for the provision or metering of any utility may be installed, maintained or relocated where permitted by the Association.

(2) The Association hereby reserves to itself the right to grant and reserve easements, rights-of-way and licenses over and through: (1) any portion of the Common Area; (2) any portion of the common area of an owners association or the common elements of a condominium; or (3) any Lot (a) within ten feet of any boundary line of a Lot (other than the rear boundary line) which parallels a public or private street, (b) within five feet of any boundary line of a lot (other than the rear boundary line) which abuts another Lot or the Common Area and (c) within the greater of twenty feet of the rear boundary line of a Lot or twenty-five percent of the total depth of the Lot, for the installation and Upkeep of the equipment for providing to any portion of the Property or adjacent real estate, any utilities, including, without limitation, water, sewer, storm water drainage, gas, electricity, telecommunication and television service, whether public or private, or for any other purpose necessary or desirable for the orderly development and Upkeep of the Property or for the benefit of adjoining real estate.

(3) Dedications and Easements Required by Governmental Authority. The Association hereby reserves to itself the right to make any dedications of any Common Area owned in fee simple by the Association and to grant any easements, rights-of-way and licenses required or made necessary by any government or governmental agency over and through all or any portion of the Common Area.

#### Section 4.2. Association Power to Make Dedications and Grant Easements.

The Association has the rights, powers and easements reserved to the Association by Paragraph 4.1(a) and (b) hereof. These rights, powers and easements may be exercised by the Association in sole discretion to further the interests of the Unit Owners.

Section 4.3. Easements for Encroachments and Support. If any improvement on the Property now or hereafter encroaches on any other portion of the Property by reason of: (i) the original construction thereof; (ii) deviations within normal construction tolerances in the Upkeep of any improvement; or (iii) the settling or shifting of any land or improvement, an easement is hereby granted to the extent of any such encroachment not to exceed a distance of more than five feet for the period of time the encroachment exists. The Owner of the encroaching improvement shall also have an easement for the limited purpose of Upkeep of the encroaching improvement. This easement does not relieve any Owner or any other Person from liability for such Owner's or other Person's negligence or willful misconduct. To the extent that any portion of the Property now or hereafter supports or contributes to the support of any other portion of the Property, the former is hereby burdened with an easement for tile lateral and subjacent support of the latter.

#### Section 4.4. Easement for Use of Common Area.

(a) Use and Enjoyment. The Association hereby reserves to itself and on behalf of itself grants to each Owner and each Person lawfully occupying a Unit, a non-exclusive right and easement of use and enjoyment in common with others of the Common Area together with a non-exclusive easement over all streets, walks and paths on the Common Area for the purpose of vehicular and/or pedestrian ingress and egress, as appropriate, to any portion of the Property to which such Person has the right to go, subject to any Rules and Regulations promulgated by the Association pursuant to the Documents. Such right and easement of use and enjoyment shall be appurtenant to each Unit, whether or not mentioned in the deed thereto. Any purported conveyance or other transfer of such rights and easements apart from the Unit to which such rights and easements are appurtenant shall be void.

(1) Additional Real Estate. The Association, subject to Article 14 of this Declaration, may approve the addition of real estate to the Property under Article 14 of this Declaration from time to time. The Association hereby reserves to itself the right to grant to each Person lawfully occupying a portion of the designated Additional Real Estate an easement over all streets, walks and paths on the Common Area, as may be necessary for vehicular and/or pedestrian ingress and egress across such Common Area from a public right-of-way to any portion of the Additional Real Estate that would not otherwise have access to a public right-of-way; provided, however, that the Persons benefiting from such easement agree to bear a portion of the expense of Upkeep for the access in such amounts as may be determined by the Association. The Association hereby reserves to itself the right to grant to each Person lawfully occupying any portion of the designated Additional Real Estate non-exclusive rights and easements of use and enjoyment in common with others of the recreational amenities (not to include any property or related facilities of any Recreational Association) and parking areas constituting a portion of the Common Area and shared utilities and a right of access over and through such facilities. The Persons to whom this easement is granted through or the Neighborhood Association of any planned community or condominium located on the Additional Real Estate shall pay to the Association an annual assessment levied exclusively for a share of the costs of management and Upkeep of the Common Areas.

(2) Access to and for Recreational Associations. The Association on behalf of itself grants to each Person (and the guests of such Person) holding a membership in any Recreational Association a non-exclusive easement over all streets, walks and paths on the Common Area, as may be necessary for vehicle and/or pedestrian ingress and egress across such Common Area to provide access to their properties, the Club or the Marina. The Association reserves for itself and for the benefit of the members (and the guests of such members) of the Club or any similar entity which owns or operates the golf course; an easement to permit the doing of every act necessary and proper to the playing of golf over and through properties adjacent to the golf course. Such easement shall include but not be limited to the

inadvertent overflight of golf balls over and upon such properties, the recovery of golf balls from such properties, the use of normal equipment in such golf course and common noise created while playing golf. No Rules or Regulations shall be passed or enacted which would have the effect of limiting or restricting the use of this easement as contemplated herein.

(3) Assumption of Risk and Indemnification. Each Owner by its purchase of a Lot or Unit in the vicinity of the Club hereby expressly assumes the risk of noise, personal injury or property damage caused by maintenance and operation of the Club, including, without limitation: (a) noise from maintenance equipment and it being specifically understood that such maintenance typically takes place around sunrise or sunset; (b) noise caused by golfers; (c) use of pesticides, herbicides and fertilizers; (d) view restrictions caused by maturation of trees and shrubbery; (e) reduction in privacy caused by constant golf traffic on the golf course or the removal or pruning of shrubbery or trees of the Club, (f) errant golf balls and golf clubs; and (g) design of the Club and agrees that neither the Association nor any of the Association's affiliates or agents nor any other entity owning or managing the golf course shall be liable to Owner or any other person claiming any loss or damage, including, without limitation, indirect, special or consequential loss or damage arising from personal injury, destruction of property, trespass, loss of enjoyment or any other alleged wrong or entitlement to remedy based upon, due to, arising from or otherwise related to the proximity of Owner's Lot or Unit to the Club, including, without limitation, any claim arising in whole or in part from the negligence of the Association or any other entity owning or managing the golf course. The Owner hereby agrees to indemnify and hold harmless the Association and any other entity owning or managing the golf course against any and all claims by Owner's visitors, tenants and others upon such Owner's Lot or Unit.

(b) Limitations. The rights and easements of enjoyment created hereby shall be subject (in addition to any easements granted or reserved in this Declaration or pursuant to the other Association Documents) to all rights and powers of the Association when exercised in accordance with the other applicable provisions of the Association Documents, including, without limitation; the Association's right to regulate the use of the Common Area and to establish reasonable charges therefor, to grant easements across the Common Area, to dedicate portions of the Common Area owned in fee simple by the Association and to mortgage the Common Area owned in fee simple by the Association.

(c) Delegation. Subject to the Rules and Regulations or such other restrictions as adopted by the Association, any Person having the right to use and enjoy the Common Area may delegate such rights to such Person's family members, guests, employees, tenants, agents and invitees and to such other Persons as may be permitted by the Association.

## ARTICLE 5 COMMON EXPENSES AND ASSESSMENTS

### Section 5.1. Determination of Common Expenses and Assessments.

The Board of Directors shall establish the annual assessment against each Unit Owner for Common Expenses. The failure or delay of the Board of Directors to prepare or adopt a budget for any fiscal year shall not constitute a waiver or release in any manner of Unit Owner's obligation to pay the allocable share of the Common Expenses as herein provided whenever the same shall be determined and, in the absence of any annual budget or adjusted budget, each Unit Owner shall continue to pay assessments at the rate established for the previous fiscal year until notified of the new payment which is due on the first day of the next payment period which begins more than ten days after such new annual or adjusted budget is adopted and the Unit Owner receives such notice.

### Section 5.2. Assessments and Common Expenses.

(a) Rate of Annual Assessment and Payment. The total amount of the estimated funds required for the management and upkeep of the Property set forth in the budget as an Annual Assessment shall be assessed so that each Unit shall be assigned one assessment unit.

(b) Special Assessments. Subject to Section 6.4 of this Declaration, the Board of Directors may levy Special Assessments against the Units for unbudgeted expenses or expenses in excess of those budgeted. Special Assessments shall be payable as determined by the Board of Directors in its sole discretion.

(c) Charges. The Board of Directors shall have the power to impose a charge on an Owner's Unit individually: (i) for the amount of any costs incurred by the Association in performing Upkeep that the Unit Owner failed to perform; (ii) for the costs of improvements determined by the Board to be substantially for the benefit of that Unit Owner; (iii) for the amount of any charges imposed on that Unit Owner; and (iv) for any costs incurred by the Association because of any violation or negligence for which that Unit Owner is responsible. Payment may be enforced in the same manner as for assessments.

(d) Contract Services. Upon request, the Association may provide services and materials to Owners on a contractual basis. Payment for Contract Services may be enforced in the same manner as for assessments.

(e) Reserves. The Board of Directors may build up and maintain reasonable reserves for capital improvements, deferred maintenance and contingencies. Such funds shall be a Common Expense of the Association and shall be deposited as required in Section 8.1 of the Bylaws in an account or accounts separate from the operating or other funds of the Association.

(f) Surplus and Deficit.

(1) Any amount accumulated in excess of the amount required for actual expenses and reserves shall, at the discretion of the Board of Directors, be placed in reserve accounts, or be placed in a special account to be expended solely for the general welfare of the Owners, or be credited to the next periodic installments due from Owners under the current fiscal year's budget, until exhausted, or distributed to each Owner in proportion to the percentage, if any, of assessments paid by such Owner.

(2) Unless the budget for the succeeding fiscal year is adjusted to amortize the deficit during such fiscal year, any net shortage in expenses (including reserves) shall be assessed against the Unit Owners as an additional assessment.

### Section 5.3. Liability for Common Expenses.

(a) Unit Owner Liability. Each Owner of a Unit by acceptance of a deed therefor, whether or not so expressed in any such deed or other conveyance, shall be deemed to covenant and agree to pay to the Association all Common Expenses and other amounts (including but not limited to Special Assessments) assessed by the Board of Directors pursuant to the provisions of this Declaration.

(1) Each Owner shall be personally liable for all assessments against such Owner's Unit. No Unit Owner may be exempted from liability for the assessment for Common Expenses by reason of waiver of the use or enjoyment of any of the Common Area or by abandonment of the Unit.

(2) No Unit Owner shall be liable for the payment of any part of the Common Expenses subsequently assessed against the Unit following the date of recordation of a conveyance by such Unit Owner in fee of such Unit. Prior to or at the time of any such conveyance, all liens, unpaid charges and assessments shall be paid in full and discharged. The purchaser of a Unit shall be jointly and severally liable with the selling Unit Owner for all unpaid assessments against the latter for the proportionate share of the Common Expenses up to the time of such recordation, without prejudice to the purchaser's right to recover from the selling Unit Owner amounts paid by the purchaser therefore; provided, however, that any such purchaser may rely on a statement of Common Expenses obtained pursuant to Section 5.4 herein.

(b) Lien. The Association has a lien on each Lot and Unit for any unpaid past due assessments and charges, together with interest, late payment penalties and reasonable attorney's fees incurred by the Association in enforcing this lien. The lien relates back to the date of recording this Declaration in the Public Records of Collier County, Florida; and is perfected by recording a Claim of Lien in the public records of the County, which Claim of Lien shall state the legal description of the property encumbered thereby, the name of the record Owner, the amounts then due and the dates when due. The Claim of Lien must be signed and acknowledged by an Officer or agent of the Association. The lien shall continue in effect until all sums secured by said lien have been fully paid, and the lien satisfied or discharged. The Claim of Lien shall secure all unpaid assessments and charges, interest, costs and attorneys fees which are due and which may accrue or come due after the recording of the Claim of Lien and up to the issuance of a clerk's deed. Upon full payment, the person making payment is entitled to a satisfaction of the lien.

(c) Acceleration. In any case where an assessment against a Unit Owner is payable in installments, upon a default by such Unit Owner in the timely payment of any two consecutive installments, the maturity of the remaining total of the unpaid installments of such assessment may be accelerated, at the option of the Board of Directors, and the entire balance of the assessment may be declared due and payable in full by the service of notice to such effect upon the defaulting Unit Owner.

(d) Remedies Cumulative. A suit to recover a money judgment for unpaid assessments may be maintained without foreclosing or waiving the lien securing the same, and a foreclosure may be maintained notwithstanding the pendency of any suit to recover a money judgment.

(e) Mortgagee Liability. The liability of a first Mortgagee, or its successor or assignees, or a subsequent holder of the first mortgage who acquires title to a parcel by foreclosure or by deed in lieu of foreclosure for the unpaid assessments that became due before the Mortgagee's acquisition of title, shall be the lesser of:

(1) The parcel's unpaid common expenses and regular periodic or special assessments that accrued or became due during the twelve (12) months immediately preceding the acquisition of title and for which payment in full has not been received by the Association; or

(2) 1% of the original mortgage debt.

Section 5.4. Statement of Common Expenses. The Board of Directors shall provide any Unit Owner, or Mortgagee, within fifteen (15) days after a written request therefor, with a written statement of all unpaid assessments for Common Expenses due with respect to a specific Unit (or a statement that the amount of unpaid assessments is zero). No Mortgagee or purchaser from a Mortgagee requesting such a statement shall be liable for, nor shall the Unit conveyed to such Person relying on such statement be subject to a lien for, any unpaid assessments due prior to the date of such statement in excess of the amount set forth on such statement, provided however, that this section shall not be interpreted to release any Person from personal liability for such assessments levied while such Person owned the Unit. The Board of Directors may impose a reasonable charge for the preparation of such statement.

Section 5.5. Assessment Collection from Unit Owners Subject to Neighborhood Associations. In the case of Unit Owners subject to the authority of a Neighborhood Association, the Association Board of Directors may elect by resolution that the collection of any regular, special or other assessments which are payable by the Unit Owner shall be collected by the Neighborhood Association which governs such Units.

(a) In such event, payment of such assessments shall not be an obligation of such Neighborhood Association.

(b) Each Unit Owner shall remain personally liable for the assessment against such Owner's Unit and each such Unit shall remain subject to a lien for assessments.

(c) If the Board elects to collect assessments from such Neighborhood Association, then all notices regarding assessments against such Units shall be sent to such association, but notices of any intention to lien an Owner's Unit shall also be sent to the Owner of the Unit.

(d) This Section shall not limit or waive any of the Association's remedies for non-payment of assessments.

## ARTICLE 6 OPERATION OF THE PROPERTY

Section 6.1. Upkeep of Common Area. The Association shall be responsible for the management and Upkeep of all of the Common Area, the cost of which shall be assessed against all Unit Owners as a Common Expense. The Board of Directors shall establish the standard for Upkeep of the Common Area in its sole discretion. The Board of Directors may also determine to provide for the Upkeep of the rights-of-way along dedicated streets and roadways to the extent not provided by Collier County, Florida. If the Board of Directors determines that certain Upkeep was necessitated by the negligence, misuse or neglect of a Unit Owner or for which a Unit Owner is responsible, the cost of such Upkeep shall be charged against such Owner's Unit. The Association shall not have any responsibility for the Upkeep of any Unit except for those responsibilities and duties specifically enumerated within the Windstar Documents.

### Section 6.2. Upkeep of Units.

(a) Individual Upkeep. Each Owner shall keep their Unit in good order, condition and repair and in a clean and sanitary condition including without limitation all necessary grounds maintenance. Each Unit Owner shall perform this responsibility in such manner as shall not unreasonably disturb or interfere with the other Unit Owners. If any Owner fails to keep the Unit in good repair and in a neat and orderly condition, consistent with such Rules and Regulations, then the Board may, pursuant to resolution, give notice to that Unit Owner of the condition complained of, specifying the action to be taken to rectify that condition. If the Unit Owner fails to take the actions specified by the Board or to otherwise rectify the condition within fifteen (15) days after the date the notice is given, or such other period as may be specified in the notice if the circumstances warrant a different period, the Board of Directors shall have the right to pursue any and all remedies available to it under the Windstar Documents and Florida law including but not limited to costs incurred in performing the Upkeep the Unit Owner failed to perform, imposition of fines, presuit mediation, arbitration and litigation. Such enforcement action will entitle the prevailing party to an award of costs and attorney's fees.

(b) Lakes, Storm Water Retention Ponds and Related Facilities and Equipment. The Association shall maintain all storm water retention ponds and the area around them and related facilities and equipment for a distance of twenty feet back from the high water mark of such pond whether such pond is located on the Common Area or located on or contiguous to a Unit or other property within the Property, and shall undertake all water management maintenance as required by law.

(c) Upkeep by Neighborhood Associations. The Neighborhood Association of any community located within the Property shall keep its common area in good order; condition and repair and in a clean and sanitary condition in keeping with the general character of the Property including all waterfront improvements such as docks, wharfs and storage and launching facilities including, without limitation, all necessary grounds maintenance. If such Neighborhood Association shall fail to keep the portion of the Property over which such association is responsible in good repair and in a neat and orderly condition consistent with such Rules and Regulations, then the Board may, pursuant to resolution, give notice to that association of the condition complained of, specifying generally the action to be taken to rectify the condition. If the Neighborhood Association fails to take the action specified by the Board or to otherwise rectify that condition within fifteen (15) days after the date the notice is given, or such other period as may be specified in the notice, the Board of Directors shall have the right to pursue any and all remedies available to it under the Windstar Documents and Florida law including but not limited to costs incurred in performing the Upkeep the Unit Owner failed to perform, imposition of fines, presuit mediation, arbitration and

litigation. Any such enforcement action will entitle the prevailing party to an award of costs and attorney's fees.

(d) Upkeep by Recreational Associations. Recreational Associations located within the Property shall keep its property in good order, condition and repair in keeping with the general character of the Property and including all waterfront improvements such as docks, wharfs and storage and launching facilities including, without limitation, all necessary grounds maintenance. If such Recreational Association shall fail to keep its property in good repair and in a neat and orderly condition then the Board may, pursuant to resolution, give notice to that association of the condition complained of, specifying generally the action to be taken to rectify the condition. If the Recreational Association fails to take the action specified by the Board or to otherwise rectify that condition within fifteen (15) days after the date the notice is given, or such other period as may be specified in the notice, the Board of Directors shall have the right to pursue any and all remedies available to it under the Windstar Documents and Florida law including but not limited to imposition of fines, presuit mediation, arbitration and litigation. Any such enforcement action will entitle the prevailing party to an award of costs and attorney's fees.

Section 6.3. Manner of Repair and Replacement. All repairs and replacements shall be substantially similar to the original construction and installation. Newer materials may be used provided that they are of a quality equal to or superior to the original material. The method of approving payment vouchers for all repairs and replacements made by the Association shall be determined by the Board of Directors.

Section 6.4. New Construction, Additions, Alterations, or Improvements Within the Common Area.

(a) Creation of Special Assessments. Except as necessitated by natural emergencies or disasters, requests for assessments to fund capital additions, alterations or improvements (including construction of additions, alterations or improvements) within the Common Area costing in excess of ten (10%) percent in the aggregate of the total annual assessment for Common Expenses for the current fiscal year shall constitute a Special Assessment and shall require a Majority Vote of the Unit Owners.

(b) Actions in Normal Course. Any capital additions, alterations or improvements costing in the aggregate ten (10%) percent or less of the total annual assessment for Common Expenses for the current fiscal year may be made by the Board of Directors without approval of the Unit Owners and the cost thereof shall constitute a Common Expense.

(c) Government Requirements. Notwithstanding the provisions of paragraph (a) of this Section 6.4, in the event capital additions, alterations or improvements costing in excess of ten (10%) percent in the aggregate of the total annual assessment for Common Expenses for that fiscal year during any period of twelve (12) consecutive months are required by any governmental law, rule or regulation, such assessment may be made by the Board of Directors without approval of the Unit Owners and the cost thereof shall constitute a Common Expense depending on the nature of the improvements.

Section 6.5. New Construction, Additions, Alterations or Improvements not by the Association. Construction, additions, alterations or improvements for the purposes of this Section shall include but not be limited to the creation of any structure, clearing, excavation, grading, landscaping, and other site work performed or proposed to be performed by any Unit Owner, Neighborhood Association or Recreational Association.

(a) Approval.

(1) Without the prior written approval of the Architectural Review Committee or Board of Directors, as appropriate, no Person shall:

(i) undertake any new construction on any portion of the Property;

(ii) make any structure, addition, alteration, modification or improvement in or to any Unit (other than for normal Upkeep and (excluding areas within a building visible from the exterior only because of the transparency of glass doors, walls or windows) which is visible from the exterior of the Unit;

(iii) decorate, paint or affix a sign not permitted by the Rules and Regulations, or alter the exterior of any improvement located upon any Unit, including the doors and windows if such exterior is visible from another Unit or the Common Area; or

(iv) grade, excavate, landscape or plant; provided, however, that normal and customary gardening and maintenance of lawns shall be permitted without consent unless prohibited by the terms of these Documents or by law.

(2) Approval by the Board of Directors or the Committee shall not relieve any Person from any obligation to obtain required governmental permits and each such approval is hereby deemed conditioned upon the acquisition of all required governmental approvals and permits. Such Person shall deliver all approvals and permits required by law to the Board of Directors or the Committee, as appropriate, prior to the commencement of construction requiring such approval or permit. If any application to any governmental authority for a permit requires execution by the Association, and provided consent has been given by the Board of Directors or the Committee, as appropriate, then the application shall be executed on behalf of the Committee by an Officer only, without incurring any liability on the part of the Board of Directors, the Association, or the Committee or any of them to any contractor, subcontractor or materialman on account of such addition, alteration or improvement, or to any Person having a claim for personal injury or property damage arising therefrom.

(3) Any new construction, alteration, addition, or improvement upon any portion of the Property in violation of the Association Documents shall be removed or altered to conform to the Association Documents (including the Design Guidelines) within fifteen (15) days after notice from the Board of Directors of the violation. Approval by the Board or the Committee shall not be deemed to constitute in any way a statement or confirmation that the approved plans and specifications are in compliance with any local, state or federal law or regulation or any design, architecture, engineering or construction requirements, standards, or practice.

(4) With respect to Units which are also subject to the jurisdiction of a Neighborhood Association, the Board of Directors may determine that the Architectural Review Committee, Board of Directors or similar body of such Neighborhood Association shall review all applications for architectural review prior to consideration by the Committee. Unit Owners proposing any of the actions covered by this Section 6 must comply with the Design Guidelines established by the Committee and the Rules and Regulations for the Property, as well as any guidelines or rules and regulations established by the Owner's Neighborhood Association or Condominium Association with jurisdiction over such Unit.

(5) No portion of the Property, including Units, may be subdivided nor may any boundaries be relocated. No portion of less than all of any Unit shall be conveyed or transferred by an Owner. Notwithstanding the foregoing, this Section is not intended to prevent the Association or an Owner from granting deeds of correction, deeds to resolve boundary line disputes and similar corrective instruments or any easement, right-of-way or license to any municipality, political subdivision, public utility or other public body or authority, or to the Association.

(6) No construction of any kind shall be approved or permitted by the Committee or the Board of Directors within fifty (50) feet of the boundaries of any real property owned by the Club or of any easement in which the Club has an interest without giving the governing Board of the Club at least twenty-two (22) days prior written notice of such proposed construction. This provision does not in any way grant in the Club or its Board of Directors any rights of approval or denial over such construction.



## (b) Limitations.

(1) Subject to Sections 8.1(b) and (c), any Person obtaining approval of the Committee or Board of Directors shall commence construction or alteration in accordance with approved plans and specifications within one (1) year after the date of approval and shall substantially complete any construction or alteration within six (6) months after the date of commencement of construction, or within such other period as specified in the approval. If any such Person does not commence work within one year after approval or such other time period as approved by the Committee, then in addition to the foregoing, the approval shall lapse.

(2) Any Person obtaining approval of the Committee shall not deviate materially from the plans and specifications approved without the prior written consent of the Committee. Such Person shall notify the Committee when the alterations or improvements are complete. Approval of any particular plans and specifications or design does not waive the right of the Committee to disapprove such plans and specifications, or any elements or features thereof, if such plans and specifications are subsequently submitted for use in any other instance or by any other Person.

## Section 6.6. Disclaimer of Liability.

a) Bailee. The Board of Directors, the Association and any Owner shall not be considered a bailee of any personal property stored or placed on the Common Area (including property located in vehicles parked on the Common Area), shall not be responsible for the security of such personal property or for any loss or damage thereto, whether or not due to negligence, except to the extent covered by insurance in excess of any applicable deductible.

b) Operational. The Association shall not be liable for any failure of any services to be obtained by the Association or paid for as a Common Expense, or for personal injury or property damage caused by the elements or by any Owner, or any other Person, or resulting from electricity, or water which may leak, or flow from or over any portion of the Property or from any pipe, drain, conduit, appliance or equipment, or any secondary or consequential damages of any type. No diminution, offset or abatement of any assessments shall be claimed or allowed by any Owner for inconvenience or discomfort arising from the making of repairs or improvements to the Property by the Association or from any action taken by the Association to comply with any law, ordinance or with the order or directive of any governmental authority. This Section is not intended nor shall it be construed to relieve any insurer of its contractual obligations under any policy benefiting the Association or an Owner.

## Section 6.7. Services to Owners and Other Associations.

(a) Performance of Contract Services. The Association may, in the sole discretion of the Board of Directors, provide additional services to Owners and to any Neighborhood Association or Recreational Association located within the Property on a contractual basis at the request of such Owner or association. The charges for such services shall be assessed as Contract Services to the contracting Owner or charged to the contracting Neighborhood Association or Recreational Association.

(b) Types of Contract Services. Services which may be provided to a Neighborhood Association or Recreational Association include, without limitation: (i) the Upkeep of any Unit owned by such association or the common elements maintained by any Neighborhood Association or Recreational Association; (ii) the enforcement of any declaration creating a Neighborhood Association or governing the planned community; (iii) the collection of assessments under the declaration creating a Neighborhood Association or governing a planned community on behalf of and in the name of that Neighborhood Association; (iv) financial and physical property management services; and (v) obtaining insurance for any Neighborhood Association or Recreational Association.

## ARTICLE 7 RESTRICTIONS ON USE OF UNITS AND COMMON AREA;

Section 7.1. Permitted Uses. 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.

### Section 7.2 Owner and Association Compliance.

(a) Rules and Regulations. The Board of Directors shall have the power to adopt, amend and repeal Rules and Regulations restricting and regulating the use and enjoyment of the Property or of any portion thereof, which may supplement, but may not be inconsistent with, the provisions of the Association Documents. The Board of Directors shall also review and approve the rules and regulations proposed by any Neighborhood Association located on the Property provided, however, that any rules and regulations submitted to the Board shall be deemed "approved" if not disapproved within ten days after the first meeting of the Board following submission of the proposed Rules and Regulations.

(b) Owner Obligation. Except as otherwise expressly provided in this Declaration, the protective covenants, conditions, easements, restrictions and other provisions of this Declaration or issued under the authority of this Declaration shall apply to all Owners, Recreational Associations, Neighborhood Associations and their tenants, guests, employees and invitees.

(c) Comprehensive Responsibility. A failure of an Owner or Association to notify any guest, invitee or other person of the existence and contents of the covenants, conditions, easements, restrictions and other provisions of this Declaration shall not in any way limit the right of the Association to enforce them. Owners and associations are responsible for any and all violations of these provisions and injuries and damage to persons or property caused by their tenants, licensees, invitees, or guests.

## ARTICLE 8 ARCHITECTURAL REVIEW

### Section 8.1. Architectural Review Committee.

(a) Purpose. The Board of Directors shall appoint an Architectural Review Committee (the "Committee") consisting of at least three persons, each to serve for a term as may be determined upon their appointment in order to assure to the Committee's own satisfaction and only for the Committee's own purposes that the Property shall always be maintained in a manner that (i) provides for visual harmony and soundness of construction; (ii) avoids activities deleterious to the aesthetic or property values of the Property; (iii) is consistent with the requirements of this Declaration and any Rules and Regulations; and (iv) ensures compliance with all applicable laws.

#### (b) Powers & Responsibilities of the Committee.

(1) The Committee shall regulate the amount of impervious surface, external design, signage, appearance, use and maintenance of any existing or to be constructed improvement to any portion of the Property and the Common Areas provided, however, that the Committee shall not have the power to regulate the activities of the Association.

(2) The Committee may from time to time establish requirements regarding the form and content of plans and specifications to be submitted for approval. The Committee shall have the power to impose reasonable application fees as well as the costs of reports, analyses or

consultations required in connection with improvements or changes proposed by an Owner or an association. Such fees and costs shall be assessed against the Owner.

(3) The Committee shall have the power to impose reasonable charges upon and to issue a cease and desist request to an Owner, a Recreational Association or a Neighborhood Association, or to any relatives, guests, employees, customers, agents, or other invitees whose actions are in violation of the provisions of the Association Documents.

(4) The Committee shall manage and maintain the Design Guidelines for the Property. The Committee shall propose changes or additions to the Design Guidelines for approval by the Board of Directors. Such Design Guidelines approved by the Board of Directors are hereby incorporated by this reference and shall be enforceable as if set forth herein in full. The Committee shall also review the architectural guidelines proposed by the Board of Directors, architectural review committee or similar committee of any owners association or condominium unit owners association operating within the Property and shall determine whether such guidelines are in keeping with the overall architectural character of the Property. Any such guidelines which are submitted to the Committee shall be deemed approved if not reviewed, acted upon or disapproved within thirty days. The guidelines or standards established by any owners association or condominium unit owners association located within the Property are subordinate to any Design Guidelines established by the Board of Directors and are void to the extent inconsistent with the Design Guidelines.

(5) A Majority Vote of the Committee shall be required in order to take any action. The Committee shall keep written records of all its actions. Any action, ruling or decision of the Committee may be appealed to the Board of Directors by any party deemed by the Board to have standing as an aggrieved party and the Board may modify or reverse any such action, ruling or decision.

(6) The Committee shall carry out its duties and exercise its powers and authority in accordance with the Windstar Documents and, if applicable, by resolution of the Board of Directors.

(c) Powers & Responsibilities of the Board.

(1) Should the Board of Directors choose not to appoint an Architectural Review Committee then the Board of Directors shall perform the duties of the Committee. The Board of Directors may, in its sole discretion, relieve the Committee of any of its duties, powers and authority either generally or on a case-by-case basis.

(2) The Committee shall have such additional duties, powers and authority as the Board of Directors may from time to time provide by resolution.

(3) Any contractor, subcontractor, agent, employee or Person who fails to comply with the terms and provisions of the Design Guidelines and other requirements established by the Committee may be excluded by the Board from the Property without any liability to any person.

(4) The Association Board of Directors may require that the architectural review committee, Board of Directors or similar body of any Neighborhood Association located on the Property shall review applications made by Owners of Units subject to the jurisdiction of such Neighborhood Association prior to the consideration of any plan by the Committee.

(d) Time for Response; Variances. Unless granted an extension by the application, the Committee shall act on all matters properly brought before it within thirty days of receiving a fully completed application; failure to do so within the stipulated time shall constitute an automatic referral to the Board of Directors.

(e) Time for Response. Except when a request is being handled by the Committee, the Board of Directors shall be obligated to answer any written referral for approval of a proposed structural

addition, alteration or improvement within thirty days after the referral to the Board unless an extension is granted by the applicant. Failure to respond within the stipulated time shall constitute a consent by the Board of Directors to the proposed structural addition, alteration or improvement.

(f) Issuance of Variances. The Board of Directors has no right or power, either by action or failure to act to waive enforcement or grant variances from written Design Guidelines without a specific finding that enforcement of such guidelines would impose an unfair burden on such Owner and stating the variance and the reasons therefore in a written instrument which shall be part of the records of the Association. Upon such written approval of any specific variance or exception from the requirements of the Design Guidelines, all development conforming to such variance or exception shall be deemed to comply.

Section 8.2. Compensation of Committee Members. One or more members of the Committee may be compensated by the Association for professional services rendered. In addition, the committee may hire consultants who shall be paid for their services. Each of the foregoing shall be subject to prior approval of the Board of Directors.

#### ARTICLE 9 INSURANCE

Section 9.1. Authority to Purchase Insurance. The Board of Directors shall on behalf of the Association (1) purchase public liability, fire, property, casualty and other types of insurance policies relating to the Common Area and to its and the Association's activities, (2) to adjust all claims arising under such policies, and (3) to execute and deliver releases upon payment of claims. The cost of all insurance policies purchased by the Board relating to the Common Area shall be a Common Expense. The Board of Directors shall not be liable for failure to obtain any coverages or for any loss or damage resulting from such failure.

#### ARTICLE 10 RECONSTRUCTION AND REPAIR

Section 10.1. When Reconstruction or Repair Required.

(a) Common Area. Except as otherwise provided in Section 10.3 hereof, if all or any part of any improvement located on the Common Area is damaged or destroyed by fire or other casualty, the Board of Directors shall arrange for and supervise the repair and restoration thereof. The Association shall use the proceeds of casualty insurance received as a result of damage or destruction of improvements located on the Common Area for return of such improvements to their original condition consistent with the requirements of Section 6.3 hereof.

(b) Other. If a building or other major improvement located upon a portion of the Property is damaged or destroyed, the owner thereof shall restore the site by repairing or reconstructing such building or other major improvement. Unless the Committee permits a longer time period, such work must be commenced within six (6) months after the casualty and completed within twelve (12) months after the casualty.

Section 10.2. Procedure for Reconstruction and Repair of Common Area,

(a) Cost Estimates. Immediately after a fire or other casualty causing damage to any portion of any improvement located on the Common Area, the Board of Directors shall obtain reliable and detailed estimates of the cost of restoring and repairing such improvement to a condition as good as that existing before such casualty. Such costs may also include professional fees and premiums for such bonds as the Board of Directors may determine to be necessary.

(b) Plans and Specifications. Any such reconstruction or repair shall be substantially in accordance with the original construction of any improvement located on the Common Area, subject to any modifications required by changes in applicable governmental regulations, and

using contemporary building materials and technology to the extent feasible; provided, however, that other action may be taken if approved by a Majority Vote of the Unit Owners.

### Section 10.3. Disbursement of Construction Funds for Common Area.

(a) Construction Fund and Disbursement. The proceeds of insurance collected on account of a casualty and the sums received by the Board of Directors from the collection of assessments against the Unit Owners shall constitute a construction fund which shall be disbursed in payment of the costs of reconstruction and repair in the following manner.

(1) If the estimated cost of reconstruction and repair is less than ten percent of the total annual assessment for Common Expenses for that fiscal year, then the construction fund shall be disbursed in payment of such costs upon order of the Board of Directors.

(2) If the estimated cost of reconstruction and repair is greater than ten percent (10%) of the total annual assessment for Common Expenses for that fiscal year, then the construction fund shall be disbursed in payment of such costs upon approval of an architect qualified to practice in Florida and employed by the Board of Directors to supervise such work. Payment may be disbursed as the work progresses on the basis of such control procedures as shall be established by the Board of Directors from time to time.

(3) The Board of Directors may elect not to repair or restore improvements on the Common Area. If damaged improvements are not repaired, then the Board of Directors shall remove all remnants of the damaged improvements and restore the site thereof to an acceptable condition compatible with the remainder of the Common Area and the balance of any insurance proceeds received on account of such damage shall be placed in an appropriate reserve account. A decision by the Board not to repair or restore improvements on the Common Area must be ratified by a Majority Vote of the Unit Owners prior to the next annual meeting.

(b) Shortfalls. If the proceeds of insurance are not sufficient to defray the estimated costs of reconstruction and repair, or if upon completion of reconstruction and repair the funds for the payment of the costs thereof are insufficient, the amount necessary to complete such reconstruction and repair may be obtained from the appropriate reserve funds or shall be deemed a Common Expense and a Special Assessment therefor shall be levied by the Board of Directors.

(c) Surplus. If, after payment of the costs of all reconstruction and repair, and the refund of any excess payments made by Owners pursuant to subsection 10.3(b) hereof or the refund of excess payments by any Unit Owner pursuant to subsection 10.1(a) hereof, there remains any surplus funds, such funds shall be paid to the Association and shall be placed by the Board of Directors in an appropriate reserve account.

## ARTICLE 11 COMPLIANCE AND DEFAULT

Section 11.1. Compliance. Each Owner, Recreational Association and Neighborhood Association located within the Property shall be governed by, and shall comply with, all of the terms of the Windstar Documents, the Design Guidelines and the Rules and Regulations as they may be amended from time to time.

(a) For the purpose of determining an Owner's liability under this Article for the violation of any provision of the Windstar Documents, the Design Guidelines or the Rules and Regulations or for an act of neglect or carelessness, the acts of tenants, guests, employees, customers, agents, or invitees of any Owner, Recreational Association or Neighborhood Association shall be deemed to be acts of that Owner, Recreational Association or Neighborhood Association.

(b) Each Owner, Recreational Association and Neighborhood Association within the Property shall be liable to the Association or to any affected Owner for the expense of all upkeep rendered necessary by any act or omission of that Owner, Recreational Association or Neighborhood

Association, regardless of neglect or culpability, but only to the extent that such expense is not covered by the proceeds of insurance carried by the Association. Such liability shall include any increase in casualty insurance rates occasioned by use, misuse, occupancy or abandonment of any Unit or its appurtenances. Nothing contained herein, however, shall be construed as modifying any waiver by any insurance company of its rights of subrogation.

Section 11.2. Dispute Procedures. Disputes between the Association and a Unit Owner or association regarding use of or changes to the Lot, Unit or the Common Areas and other covenant enforcement disputes, disputes regarding amendments to the Association documents, disputes regarding meetings of the Board and committees appointed by the Board, Unit Owners meetings not including Election Meetings, and access to the official records of the Association shall be the subject of a demand for presuit mediation served by an aggrieved party before the dispute is filed in court. Presuit mediation proceedings must be conducted in accordance with the applicable Florida Rules of Civil Procedure, and these proceedings are privileged and confidential to the same extent as court-ordered mediation. Disputes subject to presuit mediation under this section shall not include the collection of any assessment, fine, or other financial obligation, including attorney's fees and costs claimed to be due or any action to enforce a prior mediation settlement agreement between the parties. Also, in any dispute subject to presuit mediation under this section where emergency relief is required, a motion for temporary injunctive relief may be filed with the court without first complying with the presuit mediation requirements of this section. After any issues regarding emergency or temporary relief are resolved, the court may either refer the parties to a mediation program administered by the courts or require mediation under this section. An arbitrator or judge may not consider any information or evidence arising from the presuit mediation proceeding except in a proceeding to impose sanctions for failure to attend a presuit mediation session or to enforce a mediated settlement agreement. Persons who are not parties to the dispute may not attend the presuit mediation conference without the consent of all parties, except for counsel for the parties and a corporate representative designated by the Association. When mediation is attended by a quorum of the Board, such mediation is not a Board meeting for purposes of notice and participation set forth in Section 720.303, Florida Statutes.

Section 11.3 Costs and Attorney's Fees. In any proceedings arising out of any alleged default by a Unit Owner or association located within the Property, the prevailing party shall be entitled to recover the costs of such proceeding and such reasonable attorneys' fees as may be determined by the court including those incurred by any appeals. The prevailing party shall be entitled to costs and attorney's fees even though the proceeding is settled prior to judgment.

Section 11.4 No Waiver of Rights. The failure of the Association, the Board of Directors or an Owner to enforce any right, provision, covenant or condition which may be granted by the Association Documents shall not constitute a waiver of the right of the Association, the Board or any Owner to enforce such right, provision, covenant or condition in the future. All rights, remedies and privileges granted to the Association, the Board of Directors or any Owner pursuant to any term, provision, covenant or condition of the Association Documents shall be deemed to be cumulative and the exercise of anyone or more thereof shall not be deemed to constitute an election of remedies, nor shall it preclude the party exercising the same from exercising such other privileges as may be granted to such party by the Association Documents, Florida law or at law or in equity.

Section 11.5 Suspensions and Fines. The Association, through a duly appointed Committee, may suspend Unit Owner's use rights and impose fines pursuant to the Windstar Documents.

## ARTICLE 12 CONDEMNATION

Section 12.1. Definition. For the purposes of this Article, "Taking" means an acquisition of all or any part of the Common Area or of any interest therein or right accruing thereto as a result of in lieu of or in anticipation of the exercise of the right of condemnation or eminent domain, or a change of grade caused by the action of a governmental entity affecting the value of the Common Area or any part thereof so severely as to amount to condemnation.

Section 12.2. Taking of Common Area. If there is a taking of all or any part of the Common Area then the Association shall notify the Owners, but the Board of Directors shall act on behalf of the Association in connection therewith.

(a) Participation. No Unit Owner or any Unit Owner's representative shall have any right to participate in any of the proceedings incident thereto.

(b) Administration. The award made for such Taking shall be payable to the Association and any disbursement shall be subject to the constraints provided in Article 9 hereof.

(c) Substitution. If the Taking involves a portion of the Common Area on which improvements have been constructed, then the Association shall restore or replace such improvements so taken on another portion of the Common Area to the extent land is available therefor, in accordance with plans approved by the Board of Directors.

### ARTICLE 13 MORTGAGEES

Section 13.1 Notice to Board of Directors. Upon request, an Owner who mortgages such Owner's Unit shall notify the Board of Directors of the name and address of the Mortgagee. No Mortgagee shall be entitled to any Mortgagee rights under the Association Documents unless such Mortgagee has notified the Board of its address as required by Section 13.2 below and has requested all rights under the Association Documents.

Section 13.2 Notices to Mortgagees. Any Mortgagee who desires any notice from the Association shall notify the Secretary of the Association to that effect by certified or registered United States Mail. Any such notice shall contain the name and address (including post office address) of such Mortgagee and the name of the person to whom notices from the Association should be directed. Upon receipt of the notice from such Mortgagee, the Board of Directors shall notify Mortgagee of the following:

(a) Any default of an Owner of a Unit, upon which the Mortgagee has a Mortgage, in paying assessments for Common Expenses (which remains uncured for thirty days) or any other default, simultaneously with the notice sent to the defaulting Owner;

(b) All actions taken by the Association with respect to reconstruction following a casualty of the Common Area or a Unit upon which the Mortgagee has a Mortgage;

(c) Any lapse in an insurance policy held by the Association on the Common Area; Any taking in condemnation or by eminent domain of the Common Area and the actions of the Association pursuant to Article 11 hereof;

(d) Any proposal to terminate the Declaration, at least sixty (60) days before any action is taken to terminate in accordance with Article 14 hereof; and

(e) Any proposal to amend materially the Articles of Incorporation, this Declaration or the Bylaws, at least seven (7) days before any action is taken.

Section 13.3. Other Rights of Mortgagees. All Mortgagees or their representatives shall have the additional right to request to receive notice of meetings of the Association. All such Mortgagees shall have the right to examine the Association Documents and books and records of the Association and to receive annual financial reports and other budgetary information.

### ARTICLE 14 AMENDMENT; EXTRAORDINARY ACTIONS

Section 14.1. Amendment.

(a) Required Vote. The Association may amend this Declaration with the affirmative vote of at least two-thirds (2/3) of the Unit Owners entitled to vote.

(b) Nonmaterial Amendments. The Board of Directors may make additions or amendments to the Windstar Documents if they are for the purpose of correcting technical errors, for clarification of language, or for compliance with state or municipal law.

(c) Effective Date. An amendment shall not be effective until certified by the President as to compliance with the voting procedures set forth in the Bylaws; executed and acknowledged by the President and Secretary of the Association; and recorded among the Public Records of Collier County, Florida.

Section 14.2. Prerequisites. Written notice of any proposed amendment shall be sent to every Unit Owner at least thirty (30) days before any action is taken.

Section 14.3. Extraordinary Actions of the Association. Extraordinary actions by the Association shall require the affirmative vote of at least two-thirds (2/3) of the Unit Owners entitled to vote prior to any action being taken by the Board of Directors. The provision of this Section shall not be construed to reduce the percentage vote that must be obtained where a larger percentage vote is required by Florida law or elsewhere within this Declaration.

(a) Definition of Extraordinary Actions. Any of the following actions shall be considered Extraordinary Actions under this Declaration:

- (1) abandonment, partition, subdivision, sale or transfer of all or any portion of the Common Area or the granting of easements over the Common Area, except for the granting of easements for utilities or other public purposes to benefit the Property or adjoining real estate within the Property consistent with the intended use of such Common Area;
- (2) expansion or contraction of the Property or the addition, annexation or withdrawal of real estate to or from the Property;
- (3) any modification or adjustment of the Unit Owner voting franchise;
- (4) reallocation of interest in or rights to use of the Common Area;
- (5) modifications of the boundaries of any Unit or conversion of Units into Common Area or vice versa;
- (6) sale or assignment of any property or rights owned or otherwise controlled by the Association.

## ARTICLE 15 TERMINATION

Section 15.1. Termination by the Association. Except in the case of substantial destruction or condemnation of the Property, the Association may terminate this Declaration only by an affirmative vote of the Unit Owners entitled to cast at least eighty (80%) percent of the total number of votes as certified by the President or with the written approval of the Unit Owners entitled to cast at least eighty (80%) percent of the total number of votes. In either case the termination shall not be effective until certified by the President as to compliance with the procedures set forth herein, executed and acknowledged by the President and Secretary of the Association and recorded among the Public Records.

Section 15.2. Prerequisites. Written notice of the proposed termination shall be sent to every Unit Owner and Mortgagee at least sixty (60) days before any action is taken. Such termination shall not affect any permanent easements other permanent rights or interests relating to the Common Area created by or pursuant to the Windstar Documents. To the extent necessary, the termination agreement shall provide for the transfer or assignment of the easements, rights or interests granted to the Association herein to a successor entity which is assuming the Association's maintenance and regulatory responsibilities. Any lien which has arisen pursuant to the provisions of the Declaration shall



remain in full force and effect despite termination of the Declaration until the amounts secured thereby are paid in full.

ARTICLE 16  
MISCELLANEOUS

Section 16.1 Sale of Property. Sale of a Unit does not relieve or release the selling Unit Owner from liability or obligation incurred under or in any way connected with the Association during the period of his ownership, nor does it impair any rights or remedies the Association may have against any former Owner arising out of or in any way connected with such ownership and the covenants and obligations incident thereto.

Section 16.2 Venue. This Declaration shall be construed according to the laws of the State of Florida, and venue for any action arising hereunder shall lie in the courts of Collier County, Florida, and the United States District Court for the Middle District of Florida.

Section 16.3. Governing Law. The Windstar Documents shall be construed and interpreted pursuant to applicable Florida law.



IN WITNESS WHEREOF, the Association has caused these presents to be executed in its name and its corporate seal to be affixed by its proper officer on the 30 day of October, 2009.

Signed in the presence of:

[Signature]  
Signature of Witness #1

Theresa Hughes  
Print name of Witness #1

[Signature]  
Signature of Witness #2

DeBRA T. SIMPSON  
Print name of Witness #2

**WINDSTAR ON NAPLES BAY MASTER ASSOCIATION, INC.**

By: [Signature]  
Brad Merryman, President

STATE OF FLORIDA  
COUNTY OF COLLIER

I hereby certify that on the 30th day of October, 2009, personally appeared BRAD MERRYMAN, as President of **WINDSTAR ON NAPLES BAY MASTER ASSOCIATION, INC.**, a Florida corporation, who executed the foregoing certificate in the name and on behalf of said corporation. He is well known to me or did show a Florida driver's license as identification, and did not take an oath.

[Signature]  
Signature of Notary Public

DeBRA T. SIMPSON  
Print name of Notary Public

(SEAL)

DEBRA T. SIMPSON  
MY COMMISSION # DD 552202  
EXPIRES: May 24, 2010  
Bonded Thru Budget Notary Services

DEBRA T. SIMPSON  
MY COMMISSION # DD 552202  
EXPIRES: May 24, 2010  
Bonded Thru Budget Notary Services

001075  
OR BOOK000744  
PAGEEXHIBIT "A"  
to  
MASTER DECLARATION

A tract of land lying in Sections 11, 14 and 23, Township 50 South; Range 25 East; Collier County, Florida, being more particularly described as follows:

Commencing at the North quarter corner of Section 14; Township 50 South; Range 25 East; Collier County, Florida, run S 89°25'40" W along the North line of said Section 14 a distance of 300.00 feet to the True Point of Beginning; thence N 00°13'07" W 521.19 feet; thence S 89°34'18" W 314.39 feet; thence S 68°04'16" W 897.82 feet; thence S 42°06'21" W 265.25 feet; thence S 42°04'52" W 421.60 feet to a Point of Curvature; thence 68.43 feet along the arc of a curve concave to the Southeast, having a radius of 50.00 feet and a chord having a length of 63.24 feet and bearing S 02°50'59" W to a Point of Reverse Curvature; thence 179.35 feet along the arc of a curve concave to the Northwest, having a radius of 200.00 feet and a chord having a length of 324.94 feet and bearing S 17°57'27" W to a Point of Tangency; thence S 72°17'43" W 209.97 feet to a Point of Curvature; thence 114.14 feet along the arc of a curve concave to the Northeast having a radius of 200.00 feet and a chord having a length of 282.79 feet and bearing N 62°42'17" W to a Point of Reverse Curvature; thence 80.27 feet along the arc of a curve concave to the Southwest, having a radius of 50.00 feet, and a chord having a length of 71.92 feet and bearing N 63°41'51" W to a Point of Tangency; thence S 70°18'35" W 116.55 feet to the West line of Section 14; being also, the Eastern limits of the City of Naples, thence S 00°09'11" E along said section line a distance of 2034.48 feet to the West quarter corner of Section 14; thence S 00°12'53" E 2684.71 feet to the Southwest corner of Section 14; thence S 00°14'16" E 1348.56 feet to the Southwest corner of the Northwest quarter of Northwest quarter of Section 23; thence N 83°21'19" E along the South line of said Northwest quarter of the Northwest quarter a distance of 1277.37 feet to the Westerly right-of-way line of County Road 858; thence N 00°28'44" W along said right-of-way line a distance of 1351.22 feet to the North line of said Northwest quarter of the Northwest quarter; thence N 89°14'19" E 19.60 feet to the Westerly right-of-way line of Fern Street; thence N 00°13'25" W along said right-of-way line a distance of 1312.51 feet; thence N 89°15'16" E 1352.29 feet; thence N 89°42'05" E 1295.42 feet to the Westerly right-of-way line of Kelly Road; thence N 00°17'46" W along said right-of-way line a distance of 333.52 feet; thence S 89°42'44" W 1294.96 feet to the North-South quarter section line of Section 14; thence N 00°13'07" W along said quarter section line a distance of 2329.90 feet; thence S 89°35'14" W 330.45 feet; thence N 00°13'07" W 462.39 feet; thence N 89°35'11" E 30.47 feet; thence N 00°13'07" W 868.04 feet to the True Point of Beginning.

Said tract containing 320.60 acres.

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"EXHIBIT A" OR BOOK

PAGE;

SOUTHPOINTE

THE NORTH 1/2 OF THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4, EXCEPT THE EAST 50 FEET.

AND

THE NORTH 2/3 OF THE SOUTH 1/2 OF THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4, EXCEPT THE EAST 50 FEET; PARCELS BEING IN SECTION 23, TOWNSHIP 50 SOUTH, RANGE 25 EAST, COLLIER COUNTY, FLORIDA.

AND

THAT PART OF THE NORTHEAST 1/4 OF SECTION 22, TOWNSHIP 50 SOUTH, RANGE 25 EAST, COLLIER COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 22 RUN S 00°14'16" E ALONG THE EAST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 22 A DISTANCE OF 1348.56 FEET TO A CONCRETE MONUMENT AT THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PART OF THE NORTHEAST 1/4 OF SAID SECTION 22; THENCE CONTINUE ALONG SAID EAST LINE S 00°19'12" E 564.33 FEET TO A CONCRETE MONUMENT AT THE SOUTHWEST CORNER OF THE NORTH 2/3 OF THE SOUTH 1/2 OF THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 23, TOWNSHIP 50 SOUTH, RANGE 25 EAST; THENCE S 89°15'44" W 660.13 FEET TO A CONCRETE MONUMENT; THENCE S 89°33'43" W 140.27 FEET TO A CONCRETE MONUMENT; THENCE CONTINUE S 89°33'43" W 52.00 FEET TO THE APPROXIMATE MEAN HIGH WATER LINE (ELEV. 15 M.C.V.D.) OF NAPLES BAY AS IT EXISTED ON JANUARY 1, 1985; THENCE ALONG SAID APPROXIMATE MEAN HIGH WATER LINE N 06°56'50" E 189.00 FEET; THENCE N 00°02'54" W 120.48 FEET; THENCE N 67°10'55" W 169.18 FEET; THENCE N 51°54'05" W 66.81 FEET; THENCE N 03°29'09" E 45.01 FEET TO A POINT OF CURVATURE; THENCE 58.74 FEET ALONG THE ARC OF A CURVE CONCAVE TO THE EAST HAVING A RADIUS OF 81.50 FEET, A CENTRAL ANGLE OF 41°17'36" AND A CHORD OF 57.42 FEET, BEARING N 24°07'57" E TO A POINT OF TANGENCY; THENCE N 44°46'45" E 115.27 FEET; THENCE N 38°35'44" E 69.56 FEET TO A CONCRETE MONUMENT; THENCE LEAVING SAID APPROXIMATE MEAN HIGH WATER LINE S 88°25'10" E 890.50 FEET TO A CONCRETE MONUMENT AND THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PART OF THE NORTHEAST 1/4 OF SECTION 22.

A PORTION OF THE FOREGOING PROPERTY WAS PLATTED AS SOUTHPOINTE YACHT CLUB, PHASE ONE, A SUBDIVISION LYING IN THE NORTHEAST QUARTER OF SECTION 22, TOWNSHIP 50 SOUTH, RANGE 25 EAST, CITY OF NAPLES, COLLIER COUNTY, FLORIDA, AS RECORDED IN PLAT BOOK 17, PAGES 44 THROUGH 46, INCLUSIVE, OF THE PUBLIC RECORDS OF COLLIER COUNTY, FLORIDA.

(Page 1 of 4)

Exhibit "B" - 4 pages

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OR BOOK

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PAGE

HARRINGTON SOUND

PARCEL ONE

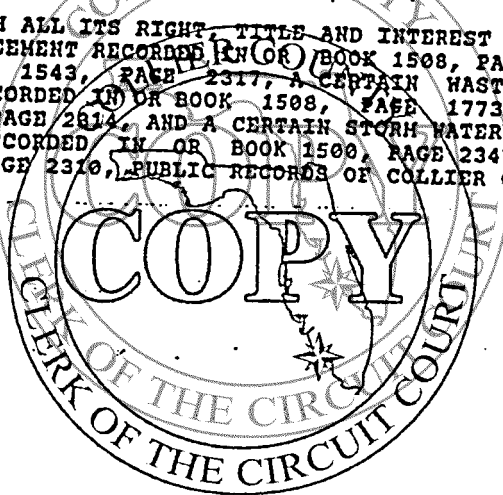
LOTS 7 THROUGH 20 OF EAGLE ACRES, A SUBDIVISION, RECORDED IN PLAT BOOK 4, PAGE 15, PUBLIC RECORDS OF COLLIER COUNTY, FLORIDA;

AND

THAT PART OF VACATED FERN STREET RECORDED IN OR BOOK 1165, PAGES 1171 THROUGH 1173 AND OR BOOK 1108, PAGE 1344, PUBLIC RECORDS OF COLLIER COUNTY, FLORIDA;

THE FOREGOING PROPERTY WAS REPLATTED AS HARRINGTON SOUTH, A RESUBDIVISION, AS RECORDED IN PLAT BOOK 17, PAGES 42 AND 43, OF THE PUBLIC RECORDS OF COLLIER COUNTY, FLORIDA;

TOGETHER WITH ALL ITS RIGHT, TITLE AND INTEREST IN AND TO A CERTAIN EASEMENT AGREEMENT RECORDED IN OR BOOK 1508, PAGE 1767, AS AMENDED IN OR BOOK 1543, PAGE 2317, A CERTAIN WASTE WATER TREATMENT AGREEMENT RECORDED IN OR BOOK 1508, PAGE 1773, AS AMENDED IN OR BOOK 1543, PAGE 2814, AND A CERTAIN STORM WATER DRAINAGE EASEMENT AGREEMENT RECORDED IN OR BOOK 1500, PAGE 2347, AS AMENDED IN OR BOOK 1543, PAGE 2310, PUBLIC RECORDS OF COLLIER COUNTY, FLORIDA.



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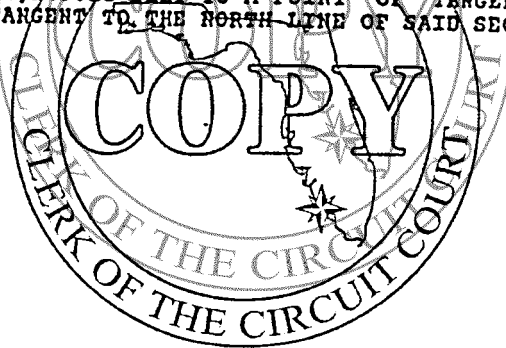
## KEEWAYDEN LOTS

## LOT ONE

THE SOUTH 100 FEET OF THE NORTH 2271.57 FEET OF GOVERNMENT LOT 2, SECTION 14, TOWNSHIP 51 SOUTH, RANGE 25 EAST, COLLIER COUNTY, FLORIDA.

## LOT TWO

THE SOUTH 100 FEET OF THE NORTH 2,171.57 FEET OF GOVERNMENT LOT 2, IN SECTION 14, TOWNSHIP 51 SOUTH, RANGE 25 EAST; BEING A STRIP OF LAND 100 FEET WIDE EXTENDING FROM THE GULF OF MEXICO TO THE BAY OR INLAND WATERWAY; TOGETHER WITH ALL RIPARIAN RIGHTS APPURTENANT THERETO; SUBJECT HOWEVER TO THE RIGHT OF WAY FOR A PROPOSED PUBLIC ROAD 60 FEET WIDE THE CENTER LINE OF WHICH ROAD IS LOCATED AS FOLLOWS: FROM THE COLLIER COUNTY MONUMENT NEAR THE BAY ON THE SOUTH LINE OF SECTION 14, WHICH MONUMENT IS 98 FEET WEST OF THE UNSURVEYED SOUTHEAST CORNER OF SAID SECTION, RUN WESTERLY ALONG SAID SOUTH LINE FOR 240 FEET TO THE POINT OF BEGINNING OF SAID CENTER LINE. FROM SAID POINT OF BEGINNING RUN NORTHWESTERLY AT AN ANGLE OF 113°23' EAST TO NORTHWEST WITH SAID SECTION LINE FOR 530 FEET TO A POINT OF CURVE; THENCE RUN NORTHWESTERLY ON AN ARC OF A CURVE TO THE LEFT, OF RADIUS 13,222.09 FEET AND A CENTRAL ANGLE 18°30', FOR 4,269.23 FEET TO A POINT OF TANGENCY; THENCE CONTINUE ALONG SAID TANGENT TO THE NORTH LINE OF SAID SECTION 14.



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OR BOOK000257  
PAGE:

Engineers • Scientists • Surveyors • Planners • Appraisers

**WINDSTAR BAYFRONT****DESCRIPTION NO. 1**

A tract of land lying on Section 15, Township 50 South, Range 25 East, Collier County, Florida, more particularly described as follows:

Commencing at the west quarter corner of Section 14, Township 50 South, Range 25 East, run S00°12'53"E along the west line of said Section 14 for a distance of 234.00 feet to the Point of Beginning thence N50°00'59"W 66.03 feet; thence N32°27'57"W 32.12 feet; thence N51°24'51"W 49.97 feet; thence N56°44'35"W 119.91 feet; thence N60°31'07"W 71.42 feet; thence N67°23'49"W 60.78 feet; thence N81°03'17"W 48.64 feet; thence S87°48'13"W 21.53 feet; thence S66°35'59"W 61.83 feet; thence S55°12'58"W 25.52 feet; thence N70°02'05"W 41.51 feet; thence N73°08'20"W 87.15 feet to the Mean High Water line of Naples Bay; thence along said Mean High Water Line S05°41'27"E 107.12 feet; thence S01°56'01"E 104.71 feet; thence S05°19'43"W 101.64 feet; thence S16°13'37"W 100.01 feet; thence S17°10'39"W 100.05 feet; thence S28°58'34"W 103.37 feet; thence S42°26'07"W 107.82 feet; thence S72°56'14"E 132.43 feet; thence S42°06'11"E 39.01 feet; thence S37°57'40"E 100.17 feet; thence N52°48'08"E 48.32 feet; thence N34°50'25"W 58.40 feet; thence N31°15'10"W 77.89 feet; thence N18°52'25"W 79.10 feet; thence N03°07'41"E 78.85 feet; thence N23°31'57"E 79.49 feet; thence N33°42'31"E 78.69 feet; thence N23°23'19"E 72.89 feet; thence N01°12'19"W 49.72 feet; thence N08°12'12"W 77.04 feet; thence S63°40'42"E 111.34 feet; thence S63°35'39"E 381.88 feet; thence N59°58'12"E 92.00 feet to the west line of said Section 14; thence N00°12'53"W 134.12 feet to the point of beginning.

The above describes an area of approximately 157,418 square feet or 4.30 acres of land.

Subject to easements, restrictions and reservations of record.

COASTAL ENGINEERING CONSULTANTS, INC.  
3106 SOUTH HORSESHOE DRIVE  
NAPLES, FLORIDA 33942 (813) 643-2324

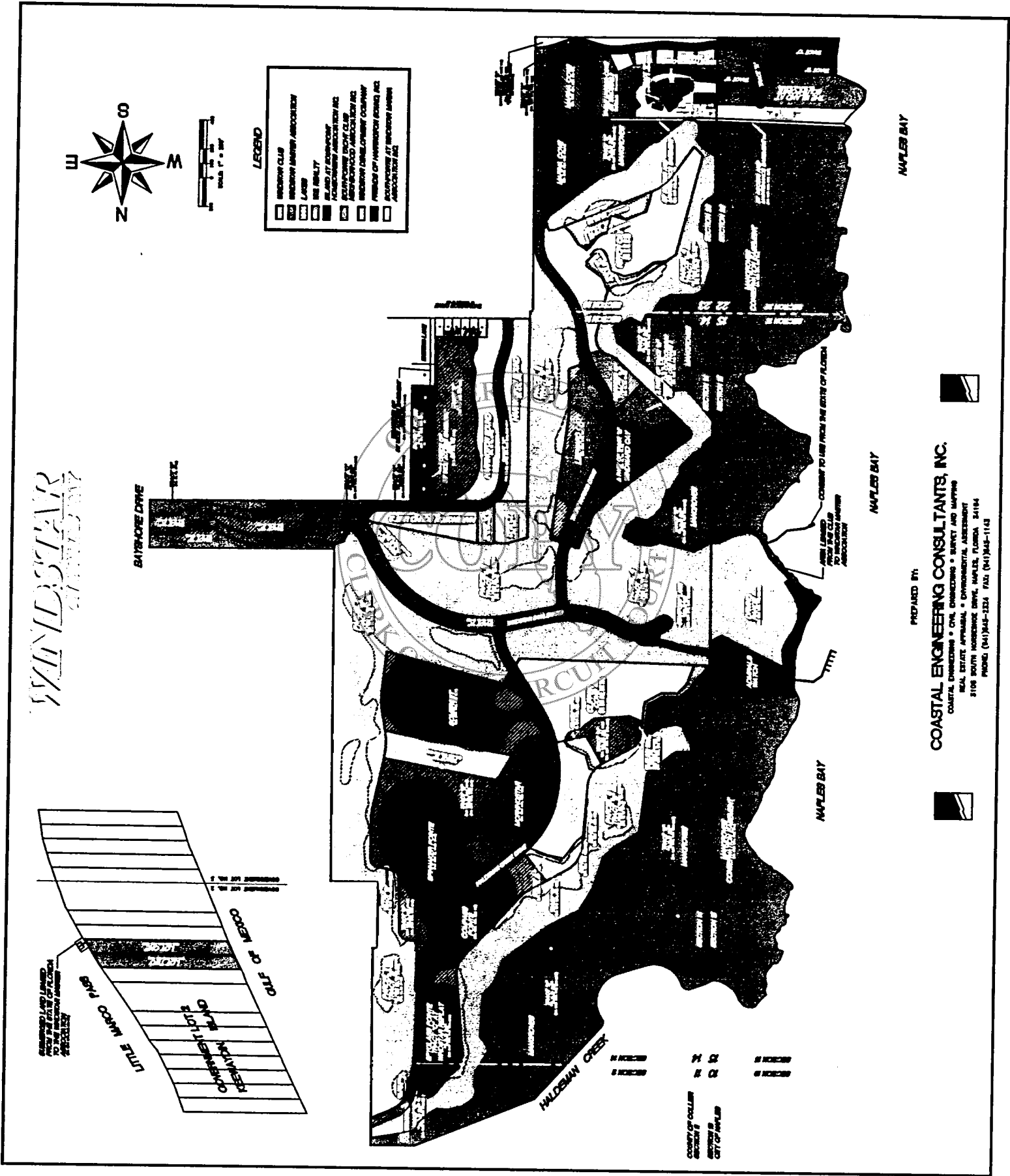
James S. Richmond, P.L.S.  
Florida Certificate No. 4118  
NOT VALID UNLESS SIGNED  
NOT VALID UNLESS SEALED WITH THE  
EMBOSSED SEAL OF THE SURVEYOR  
C.E.C. FILE NO. SUR\DESC\92074AS.1\WP  
DATE:

Accepted and certified  
in Official Records of  
COLLIER COUNTY, FLORIDA  
WIGHT E. BROCK, CLERK

3106 S. HORSESHOE DR. • NAPLES, FLORIDA 33942 • (813) 643-2324 • FAX (813) 643-1743

POOR QUALITY ORIGINAL

Exhibit "C" - 1 page



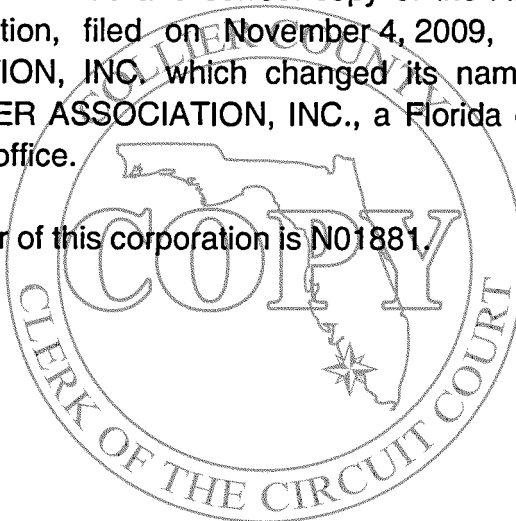




Department of State

I certify the attached is a true and correct copy of the Amended and Restated Articles of Incorporation, filed on November 4, 2009, for THE WINDSTAR MASTER ASSOCIATION, INC. which changed its name to WINDSTAR ON NAPLES BAY MASTER ASSOCIATION, INC., a Florida corporation, as shown by the records of this office.

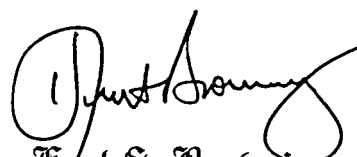
The document number of this corporation is N01881.



Given under my hand and the  
Great Seal of the State of Florida  
at Tallahassee, the Capitol, this the  
Fourth day of November, 2009



CR2EO22 (01-07)

  
Kurt S. Browning  
Secretary of State

Prepared by:  
Christopher N. Davies, Esquire  
Swaim, Bourgeau & Davies, PA  
2375 Tamiami Trail, N., Suite 308  
Naples, FL 34103

NOTE: SUBSTANTIAL AMENDMENT OF ENTIRE ARTICLES OF INCORPORATION. FOR PRESENT TEXT SEE EXISTING ARTICLES OF INCORPORATION.

**AMENDED AND RESTATED ARTICLES OF INCORPORATION OF  
WINDSTAR ON NAPLES BAY MASTER ASSOCIATION, INC.,  
FORMERLY KNOWN AS  
THE WINDSTAR MASTER ASSOCIATION, INC.**

Pursuant to Section 617.1007, Florida Statutes, the Articles of Incorporation of WINDSTAR ON NAPLES BAY MASTER ASSOCIATION, INC., a Florida corporation not for profit, which was originally incorporated under the name of THE WINDSTAR CONDOMINIUM MASTER ASSOCIATION, INC., on March 9<sup>th</sup>, 1994, and which name was changed to THE WINDSTAR MASTER ASSOCIATION, INC., on November 10<sup>th</sup>, 1998, are hereby amended and restated in their entirety, including any amendments thereto. All amendments included herein have been adopted pursuant to Section 617.0201 (4), Florida Statutes, and there is no discrepancy between the corporation's Articles of Incorporation as heretofore amended and the provisions of these Amended and Restated Articles other than the inclusion of amendments adopted pursuant to Section 617.0201 (4), Florida Statutes, and the omission of matters of historical interest. The capitalized terms used in these Articles shall be those established in Article I, Section 1.1 of the Declaration. The Amended and Restated Articles of Incorporation of WINDSTAR ON NAPLES BAY MASTER ASSOCIATION, INC. shall henceforth be as follows:

**ARTICLE I  
NAME AND ADDRESS**

The name of the Corporation is WINDSTAR ON NAPLES BAY MASTER ASSOCIATION, INC. (the "Master Association"), a Florida corporation not-for-profit, and its address is 1700 Windstar Boulevard, Naples, Florida 34112.

**ARTICLE II  
PURPOSE AND POWERS**

The Master Association is organized to carry out the duties and obligations and receive the benefits given the Master Association by the Master Declaration of Covenants, Conditions and Restrictions for Windstar ("Declaration") dated April 5, 1984, duly recorded in the O.R. Book 1075, at pages 736-744 inclusive, Public Records of Collier County, Florida, as said Declaration may be amended from time to time, for the use, benefit and enjoyment of the owners within the Windstar community. The Master Association shall have all of the common law and statutory powers of a corporation not-for-profit under Florida law except as expressly prohibited, limited or modified by these Articles, the Master Declaration, or Chapter 720, Florida Statutes. The Master Association shall exist on a non-stock basis as a corporation not-for-profit under the laws of the State of Florida, and no portion of any earnings of the Association shall be distributed or inure to the private benefit of any member, Director or officer of the Association.

**ARTICLE III  
DIRECTORS AND OFFICERS**

The affairs of the Association shall be administered by a Board of Directors consisting of the number of Directors determined by the Bylaws.

A. Directors of the Association shall be elected by the Unit Owners in the manner determined by the Bylaws. Directors may be removed and vacancies on the Board of Directors shall be filled in the manner provided by the Bylaws.

B. The business of the Association shall be conducted by the officers designated in the Bylaws. The officers shall be elected each year by the Board of Directors at its first meeting after the annual meeting of the Unit Owners of the Association, and they shall serve at the pleasure of the Board.

#### ARTICLE IV AMENDMENTS

Amendments to these Articles shall be proposed and adopted in the following manner:

A. Proposal. Amendments to these Articles may be proposed by a majority of the Board or by written petition specifying the terms of the amendment signed by at least one-fifth (1/5) of the Unit Owners.

B. Procedure. Properly proposed amendments to these Articles shall be submitted to a vote of the Unit Owners following the voting procedures for written ballots outlined in the Bylaws not later than the next Annual Meeting.

C. Vote Required. Unless otherwise required by law, adoption of amendments to these Articles shall require approval by a Majority Vote of the Unit Owners following procedures established by the Elections Committee and approved by the Board of Directors.

D. Required Notice. Written notice of any proposed amendments to the Articles, including a fair statement of the proposed amendment, must be provided to the Unit Owners at least thirty days prior to the date of the related Election Meeting.

E. Effective Date. An amendment shall become effective upon proper filing with the Secretary of State and recording in the Public Records of Collier County, Florida.

#### ARTICLE V INDEMNIFICATION

To the fullest extent permitted by Florida law, the Association shall indemnify and hold harmless every Director, officer and volunteer of the Association against all expenses and liabilities, including attorneys' fees, actually and reasonably incurred by or imposed on him in connection with any legal proceeding whether civil or criminal (or settlement or appeal of such proceeding) to which he may be a party because of his being or having been a Director, officer or volunteer of the Association.

A. The foregoing right of indemnification shall not be available if a judgment or other final adjudication establishes that his actions or omissions to act were material to the cause adjudicated and involved:

1. Willful misconduct or a conscious disregard for the best interests of the Association, in a proceeding by or in the right of the Association to procure a judgment in its favor.

2. Violation of criminal law, unless the person seeking indemnification had no reasonable cause to believe his action was unlawful or had reasonable cause to believe his action was lawful.

3. A transaction from which the person seeking indemnification derived an improper personal benefit.

4. Recklessness, or an act or omission which was committed in bad faith or with malicious purpose or in a manner exhibiting wanton and willful disregard for human rights, safety or property, in an action by or in the right of someone other than the Association or a member.

B. In the event of a settlement, the right to indemnification is subject to the finding by at least a majority of the disinterested Directors that the settlement is in the best interest of the Association.

C. The foregoing rights of indemnification shall be in addition to and not exclusive of all other rights to which a Director or officer may be entitled.

ARTICLE VI  
EXISTENCE

The Master Association shall have perpetual existence.

ARTICLE VII  
DISSOLUTION

In the event of dissolution or final liquidation of the Master Association, the assets utilized in connection with the surface water management system and/or drainage system, both real and personal, of the Master Association shall be dedicated to an appropriate public agency or utility, with the approval of the South Florida Water Management District, to be devoted to purposes as nearly as practicable to same as those to which they were required to be devoted by the Master Association. In the event that such dedication is refused acceptance, such asset shall instead be granted, conveyed and assigned to any not-for-profit Florida corporation, association, or trust, to be devoted to purposes as nearly as practicable the same as those to which they were required to be devoted by the Master Association. All other assets of the corporation shall be granted, conveyed and assigned to a non-profit corporation, association, trust or other organization to be devoted to purposes as nearly as practicable as those to which they are required to be devoted by this corporation. No such disposition of assets shall be effective to divest any person of any right or title vested in such person under any recorded covenants or deeds, unless made in accordance with the provisions of such covenants or deeds.

**CERTIFICATE**

The undersigned, being the duly elected and acting President of WINDSTAR ON NAPLES BAY MASTER ASSOCIATION, INC., formerly known as THE WINDSTAR MASTER ASSOCIATION, INC., hereby certifies that the foregoing were duly proposed by the Board of Directors acting upon a majority vote at a special meeting called for that purpose. The undersigned further certifies that the foregoing were approved by the affirmative vote of not less than seventy-five percent (75%) of the voting interests present at the Annual Meeting of the Association held on the 30<sup>th</sup> day of March, 2009, after due notice, in accordance with the requirements of the Articles of Incorporation for their amendment, and that said vote is sufficient for their amendment. The foregoing both amend and restate the amended Articles of Incorporation in their entirety.

Executed this 30 day of October, 2009.

Signed in the presence of:

WINDSTAR ON NAPLES BAY MASTER  
ASSOCIATION, INC. (formerly known as  
THE WINDSTAR MASTER ASSOCIATION, INC.)

Signature of Witness #1

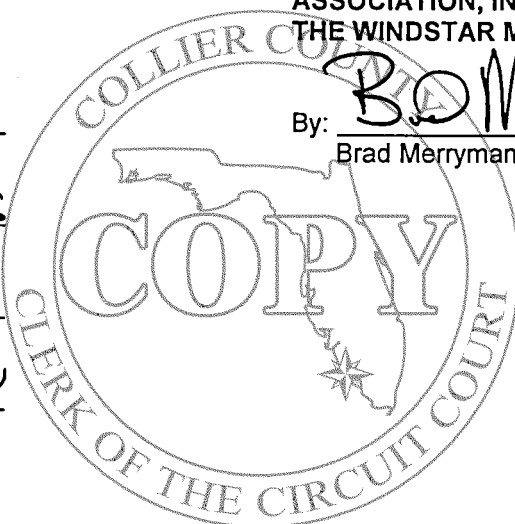
Print name of Witness #1

Signature of Witness #2

Print name of Witness #2

By:

Brad Merryman, President



STATE OF FLORIDA  
COUNTY OF COLLIER

I hereby certify that on the 30<sup>th</sup> day of October, 2009, personally appeared BRAD MERRYMAN, as President of WINDSTAR ON NAPLES BAY MASTER ASSOCIATION, INC., formerly known as THE WINDSTAR MASTER ASSOCIATION, INC., a Florida corporation, who executed the foregoing certificate in the name and on behalf of said corporation. He is well known to me or did show a Florida driver's license as identification, and did not take an oath.

Signature of Notary Public

(SEAL)



DEBRA T. SIMPSON  
MY COMMISSION # DD 552202  
EXPIRES: May 24, 2010  
Bonded Thru Budget Notary Services

DEBRA T. SIMPSON  
MY COMMISSION # DD 552202  
EXPIRES: May 24, 2010  
Bonded Thru Budget Notary Services



Prepared by:  
Christopher N. Davies, Esquire  
Swalm, Bourgeau & Davies, P.A.  
2375 Tamiami Trail, N., Suite 308  
Naples, FL 34103

NOTE: SUBSTANTIAL AMENDMENT OF ENTIRE BYLAWS. FOR PRESENT TEXT SEE EXISTING BYLAWS.

**AMENDED AND RESTATED BYLAWS  
OF  
WINDSTAR ON NAPLES BAY MASTER ASSOCIATION, INC.,  
FORMERLY KNOWN AS THE WINDSTAR MASTER ASSOCIATION, INC.**

1. **GENERAL.** These are the Amended and Restated Bylaws of Windstar on Naples Bay Master Association, Inc., formerly known as The Windstar Master Association, Inc., hereinafter the "Association," a Florida corporation not for profit organized for the purpose of operating a residential subdivision known as "Windstar," pursuant to Chapters 720 and 617, Florida Statutes. All prior Bylaws and amendments to them are hereby revoked and superseded in their entirety.

1.1 Principal Office. The principal office of the Association is at 1700 Windstar Boulevard, Naples, Florida 34112.

1.2 Seal. The seal of the Association shall be inscribed with the name of the Association, the year of its organization, and the words "Florida" and "corporation not-for-profit." The seal may be used by causing it, or a facsimile of it, to be impressed, affixed, reproduced or otherwise placed upon any document where a seal may be required.

1.3 Definitions. The words used in these Bylaws shall have the same meaning as set forth in the Amended and Restated Master Declaration of Covenants, Conditions, and Restrictions for Windstar on Naples Bay (said Declaration, as amended, renewed, or extended from time to time, is hereinafter sometimes referred to as the "Declaration"), unless otherwise stated in these Bylaws.

**2. UNIT OWNER MEETINGS.**

2.1 Annual Meeting. The Annual Meeting of the Unit Owners shall be held within the Windstar Community or elsewhere in Collier County, Florida, each year during the first quarter of each calendar year, at a day, place and time designated by the Board of Directors, for the purpose of electing Directors and transacting any other business duly authorized to be transacted by the Unit Owners.

2.2 Special Meetings. Special Meetings shall be called by the President as instructed by the Directors or upon receipt of a petition signed by at least twenty-five percent (25%) of the Unit Owners. Business at any special meeting shall be limited to the items specified in the notice of meeting.

2.3 Notice of Meetings. Notice of all meetings of the Unit Owners shall be mailed, electronically transmitted, or hand-delivered to the Unit Owners at the one address the Owner(s) of each Unit have designated for notices as it appears on the books of the Association. Notice shall be sent at least fourteen (14) days before the meeting, and shall state the time, date, and place of the meeting, and include a detailed agenda. All notices shall be posted on the Association's website. Each Unit Owner bears the responsibility for notifying the Association in writing of any change of address. If ownership of a Unit is transferred after a notice has been given, no separate notice to the new Owner is required. Attendance at any meeting by a Unit Owner constitutes a waiver of notice by that Unit Owner, unless the Unit Owner objects to the lack of notice at the beginning of the meeting.

2.4 Quorum. The presence of not less than one-third (1/3) of the Unit Owners in person, by proxy, or by ballot constitutes a quorum for any meeting or vote of the Unit Owners under these Bylaws.

2.5 Vote Required. The acts approved by a majority of the votes cast at a meeting of the Unit Owners at which a quorum has been attained shall be binding upon all Unit Owners for all purposes, except where a higher vote is required by law or by any provision of the Declaration, these Bylaws or the Articles of Incorporation.

2.6 Proxies. Except on matters requiring written 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 or 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 hand delivered, 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.

2.7 Adjourned Meetings. Any duly called meeting of the Unit Owners may be adjourned to be reconvened at a later time by vote of the majority of the Unit Owners present, regardless of whether a quorum has been attained. Unless the Bylaws require otherwise, adjournment of an annual or special meeting to a different date, time or place must be announced at that meeting prior to the adjournment, or notice must be given of the new date, time, or place pursuant to Chapter 720, Florida Statutes, as amended. Any business that might have been transacted on the original date of the meeting may be transacted at the adjourned meeting.

2.8 Order of Business. The order of business at all meetings including those of the Board of Directors shall be substantially as follows:

- Determination of the existence of a quorum
- Reading or waiver of reading of minutes of the last Unit Owners' meeting
- Manager's Report
- Reports of Officers & Committees
- Unfinished Business
- New Business
- Unit Owners' question time
- Adjournment

2.9 Minutes. Minutes of all meetings of the Unit Owners must be maintained in written form, or in

another form that can be converted into written form, within a reasonable time.

**2.10 Parliamentary Rules.** Robert's Rules of Order shall govern the conduct of Association meetings when not in conflict with the law, the Declaration, or these Bylaws. The Presiding Officer may appoint a Parliamentarian, but the Presiding Officer's decision on questions of Parliamentary Procedure shall be final. Any question or point of order not raised at the meeting to which it relates shall be deemed waived.

### 3. UNIT OWNER VOTING

**3.1. Written Ballot.** A secret, written ballot is required for all matters for which a vote is specified in the Documents and such ballot must be distributed to the Unit Owners in a manner consistent with Section 2.3 of the Bylaws. No ballot will be accepted or counted except as provided in these Bylaws. Ordinary business conducted at a Meeting, including votes for adjournment, is not affected by this Section 3, but is subject to the rules outlined in Section 2 above.

**3.2. Qualification to Vote.** Qualifications for voting are defined in the Declaration. A list of Unit Owners qualified to vote shall be prepared by the Secretary prior to distribution of any materials under Section 3.3 below. Unit Owners of record fourteen days (14) prior to the counting of any ballots shall be considered qualified to vote, subject to Article 2, Section 2.1(a) of the Declaration.

**3.3. Responsibility for Elections.** The Elections Committee shall be responsible for organizing and presiding over all activities surrounding the preparation, distribution, and counting of ballots.

**3.4. Voting Procedures for Written Ballots.**

**3.4.1** Voting shall be by 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 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.

**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.

**3.5 General Voting Procedures.** If at a duly called meeting the Board of Directors or any Unit Owner requests a vote on a matter not requiring a vote under the Documents, the vote may be taken by



voice, by hand or by ballot as determined appropriate by the President. Such matters shall be decided by a majority vote of those qualified voters in attendance provided that a quorum is attained.

4. BOARD OF DIRECTORS. The administration of the affairs of the Association shall be by a Board of Directors. All powers and duties granted to the Association by law, as modified and explained in the Declaration, Articles of Incorporation, and these Bylaws, shall be exercised by the Board, subject to approval or consent of the Unit Owners only when specifically required.

4.1 Number and Terms of Service. The Board of Directors shall consist of nine (9) Directors elected for three (3) year terms on a staggered basis. Directors shall be elected by the Unit Owners pursuant to this Section or, in the case of a vacancy, as provided in Section 5 below. Directors may not serve more than two (2) consecutive terms.

4.2 Qualifications. Each prospective Director shall be a Unit Owner, or the spouse of a Unit Owner, however, both a Unit Owner and his or her spouse shall not serve on the Board of Directors at the same time.

4.3 Identification of Candidates for Election to the Board.

4.3.1 Not less than ninety (90) days prior to the Annual Meeting, the Elections Committee shall provide notice to the Unit Owners that the application process for election to the Board is open, the number of seats open for election, the requirements to qualify, and the date by which the application must be submitted.

4.3.2 Any Unit Owner may seek election to the Board by providing notice of intent to run to the Elections Committee not less than forty-five (45) days prior to the election of Directors.

4.3.3 It shall be the responsibility of the Elections Committee to determine that candidates are qualified for election under the Documents and to assure that at least one candidate is presented for each open seat.

4.3.4 Unit Owners will be notified of the slate of qualified candidates at least thirty (30) days prior to the election.

4.3.5 The Elections Committee shall provide at least one forum for the candidates to address the Unit Owners prior to the election.

4.3.6 Write-in candidates will be permitted provided they are written on the ballot distributed by the Elections Committee.

4.3.7 Nominations from the floor will be accepted at the Election Meeting if required by statute.

4.3.8 If the number of candidates presenting themselves is less than the number of open seats, the Board shall by majority vote nominate the number of candidates required to fill the slate.

4.4 Election to the Board. Elections for the Board of Directors shall be organized and administered as outlined in Section 3 above.

4.4.1 In any election for the Board of Directors, candidates shall be ranked according to the number of votes received. The number of candidates necessary to fill the vacancies on the Board of Directors receiving the highest number of votes of the Unit Owners for each designated term shall be declared elected.

4.4.2 A tie vote shall be broken by agreement among the candidates who are tied or by a runoff election.

4.4.3 The Secretary shall certify the election of Directors within thirty (30) days after the election consistent with Florida state statutes.

4.5 Vacancies on the Board. Vacancies which occur before the next scheduled election may be filled at the discretion of the Board. If the vacancy is filled, it shall be filled either by holding a special election, or by the candidate who received the next highest vote in the previous election, if willing to serve. If there is no one who ran for election willing to serve, the seat shall remain vacant or be filled through a special election. The person filling the vacancy shall serve the remainder of the unexpired term.

4.6 Removal of Directors. Any Director may be removed from office by written ballot or petition in writing by a majority of the Unit Owners. The notice of a meeting of the Unit Owners to recall one or more Directors must name the specific Director(s) sought to be removed, and a separate vote for each Director sought to be removed shall be taken. Where removal is sought by written petition signed by the Unit Owners, a separate petition is required for each Director to be removed. The petition must be served on the Association by certified mail or by personal service as provided by law. The Board shall duly notice and hold a meeting within five (5) business days after receipt of the petition or ballots and shall either certify the petition or ballots or file a petition for binding arbitration with the Department of Business and Professional Regulation in accordance with Florida law. Any Director who is removed from office is not eligible to serve on the Board until the next annual election. A Director who is removed from office shall turn over to the Association within five (5) business days any and all records and other property of the Association in his possession. If a Director who is removed does not relinquish his office or turn over records as required, the circuit court in the county may summarily order the Director to relinquish his office and turn over Association records upon application of any Unit Owner. In any such action, the prevailing party shall be entitled to recover reasonable attorney's fees and costs.

4.7 Board Meetings. A meeting of the Board of Directors occurs whenever a quorum of the Board gathers to conduct Association business.

4.7.1 Organizational Meeting. The organizational meeting of the Board of Directors shall be held within ten (10) days of adjournment of the Annual Meeting at such time and place as determined by the Board of Directors. All Directors must be in attendance for business to be conducted at the organizational meeting.

4.7.2 Right to Attend. Unit Owners have the right to attend all Board meetings and to speak for at least three (3) minutes on any matter placed on the agenda.

4.7.3 Conduct of Meeting. The Board may adopt reasonable written rules consistent with this Section governing the frequency, duration, and other manner of Unit Owner statements, and shall provide an advance sign-in sheet for Unit Owners wishing to speak which shall be retained with the records of the meeting. Robert's Rules of Order shall govern the conduct of meetings. The President's decision on questions of Parliamentary Procedure shall be final. Any question or point of order not raised at the meeting to which it relates shall be deemed waived.

4.7.4 Executive Sessions. The requirement that Board meetings and committee meetings be open to the Unit Owners does not apply to meetings between the Board or a committee and Association legal counsel as permitted by statute, or to meetings of the Board held solely for the purpose of discussing personnel matters.

**4.7.5 Notice of Board Meetings.** Notices of all Board meetings shall be posted on the Property, electronically transmitted to each Unit Owner who has provided a current email address, and posted on the Association's website at least 48 hours before the meeting, except in an emergency. Notice of Board meetings to levy an assessment or to adopt, amend or revoke rules and regulations must be given thirty (30) days in advance.

**4.7.6 Quorum of Directors.** A quorum at a Board meeting exists only when a majority of all Directors are present. Directors may participate in any meeting of the Board, or meeting of an executive or other committee by means of a conference telephone call or other similar communicative arrangement whereby all persons present can hear and speak to all other persons. Participation by such means shall be deemed equivalent to presence in person at a meeting.

**4.7.7 Adjourned Meetings.** A majority of the Directors present at any meeting of the Board, regardless of whether a quorum exists, may adjourn the meeting to be reconvened at a later time. When the meeting is reconvened, provided a quorum is then present, any business that might have been transacted at the meeting originally called may be transacted without further notice.

**4.7.8 Presiding Officer.** The President of the Association, or in his absence, the Vice President, shall be the Presiding Officer at all meetings of the Board of Directors. If neither is present, the Presiding Officer shall be selected by a majority vote of the Directors present.

**4.7.9 Vote Required.** The acts approved by a majority of those Directors who are present and voting at a Board meeting at which a quorum has been attained shall constitute the acts of the Board of Directors, except when approval by a greater number of Directors is required by the Governing Documents or by law. Each Director has one (1) vote. A Director who is present at a meeting of the Board shall be deemed to have voted in favor of the point of view that prevails on any question, unless he voted against such action or abstained from voting because of an asserted conflict of interest. Directors may not vote by proxy or by secret ballot at Board meetings, except that secret ballots may be used in the election of officers. Voting by proxy or by secret ballot is also prohibited at meetings of any committee or other similar body, at which a final decision will be made regarding the expenditure of association funds, and at meetings of any body vested with the power to approve or disapprove architectural changes with respect to a specific parcel.

**4.7.10 Directors' Fees and Reimbursement of Expenses.** No compensation or fees shall be paid to Directors for their service as Directors. Directors may be reimbursed for all actual and proper out-of-pocket expenses related to the proper discharge of their respective duties. No Director will be reimbursed for expenses incurred in attending Regular or Special Meetings of the Board of Directors.

**5. Management of the Association.** The Board of Directors shall exercise all powers of the Association and do all acts and things necessary to carry out the purposes of the Association permitted by the laws of the State of Florida with respect to not-for-profit corporations, the Declaration, the Articles, and these Bylaws, except for those items reserved exclusively to the Unit Owners.

**5.1** Specific duties and powers of the Board of Directors shall include, but not be limited to the following:

**5.1.1** Elect the officers of the Association;

**5.1.2** Appoint committees and assign duties;

5.1.3 Fill vacancies on the Board of Directors due to death, resignation, inability to perform duties, or otherwise, until the next election of Directors by the Unit Owners;

5.1.4 Appoint managers and other employees and delegate such authority as is considered necessary for the proper operation and management of the Association;

5.1.5 Adopt, alter, amend or repeal Rules and Regulations governing the use of Association facilities by the Unit Owners, their families, their employees and their guests;

5.1.6 Establish the amount and terms of payment of any Unit Owner assessments, use fees and other charges as outlined in the Declaration;

5.1.7 Have the power to expend funds to the extent of the amount in the Association's treasury or owing to the Association; to make contracts; and to borrow money and incur indebtedness on behalf of the Association pursuant to the Declaration;

5.1.8 Delegate authority for the execution of contracts, plans, schedules, and budgets approved by the Board of Directors as well as day-to-day management of operations to an employee of the Association, a property management company, or other agent selected by the Directors who shall be designated as Association Manager. Oversight of such Association Manager shall be retained by the Board of Directors;

5.1.9 Delegate authority to the Association Manager to make approved capital expenditures, provided, however, that the Treasurer shall be notified in advance of all capital expenditures and shall be empowered by written notice to demand postponement of any project based on the financial condition of the Association. Such action shall be reported to the Board of Directors at the time a project is postponed.

5.1.10 Ensure that competitive bids are obtained from suppliers and contractors for maintenance, supplies, capital equipment and capital improvements when the cost exceeds five (5%) percent of the current annual assessment budget.

5.2 Emergency Powers. In the event of any "emergency" as defined herein, the Board of Directors may exercise the emergency powers described in this Section, and any other emergency powers authorized by Sections 617.0207, and 617.0303, Florida Statutes, as amended from time to time.

5.2.1 The Board may name as assistant officers persons who are not Directors, which assistant officers shall have the same authority as the executive Officers to whom they are assistant during the period of the emergency, to accommodate the incapacity of any Officer of the Association.

5.2.2 The Board may relocate the principal office or designate alternative principal offices or authorize the officers to do so.

5.2.3 During any emergency the Board may hold meetings with notice given only to those Directors with whom it is practicable to communicate, and the notice may be given in any practicable manner, including publication, hand delivery, email, in person or telephonically. The Director or Directors in attendance at such a meeting shall constitute a quorum.

5.2.4 Association action taken in good faith during an emergency under this Section to further the ordinary affairs of the Association shall bind the Association, and shall have the rebuttable presumption of being reasonable and necessary.

5.2.5 Any officer, Director, or employee of the Association acting with a reasonable belief that

his actions are lawful in accordance with powers granted by these emergency powers shall incur no liability for doing so, except in the case of willful misconduct.

5.2.6 These emergency powers granted by these Bylaws shall supersede any inconsistent or contrary provisions of the Bylaws during the period of the emergency.

5.2.7 For purposes of this Section 5.2, an "emergency" exists only during a period of time during which the immediate geographic area is subjected to (1) a state of emergency declared by law enforcement authorities, (2) a hurricane warning, (3) a partial or complete evacuation order, (4) designation by federal or state government as a "disaster area;" or (5) a catastrophic occurrence, whether natural or man-made, which seriously damages or threatens serious damage, such as an earthquake, tidal wave, fire, hurricane, tornado, war, civil unrest, or acts of terrorism.

5.3 Action Without Meetings. Any action which may be taken by the Board of Directors may be taken without a meeting if consent is given in writing setting forth the action taken, signed or affirmed personally or electronically by the Directors entitled to vote, and is filed in the minutes of the proceedings of the Board of Directors. A consent shall have the effect of a unanimous vote.

6. OFFICERS. The Board of Directors at the organizational meeting shall elect to serve for a term of one (1) year, and until their successors shall be elected, a President, Vice President, Treasurer and Secretary, and such other Officers as the Board of Directors may from time to time determine appropriate.

6.1. President. The President shall serve as Presiding Officer at all meetings of the Unit Owners and the Board of Directors and require compliance with the provisions of these Bylaws and the Declaration. The President shall be the principal contact with the Association Manager if one is appointed. These duties may be temporarily delegated by the President to another Board Member. The President shall execute bonds, mortgages and other contracts approved by the Board of Directors requiring the seal of the Association, except where such are permitted by law to be otherwise signed and executed, and the power to execute is delegated by the Board of Directors to some other officer or management agent of the Association, or professionally qualified individual, as directed and agreed to by the Board of Directors.

6.2. Vice President. The Vice President shall assist the President in his duties, and in the absence or disability of the President, the Vice President shall perform and carry out all duties and responsibilities of the President.

6.3. Secretary. The Secretary shall be responsible for meeting agenda and for the proper posting of notices. The Secretary shall keep, or cause to be kept, records and minutes of all meetings of the Board of Directors and the Unit Owners, and the Secretary shall be responsible for giving all required notices of meetings. The Secretary shall have custody of the Seal of the Association, and all Association records shall be kept under the supervision of the Secretary. The Secretary shall be responsible for the proper recording of all Association votes and for duly adopted amendments to the Governing Documents. Any of the foregoing duties may be performed by an assistant to the Secretary, if one is designated, or delegated to the management agent, or professionally qualified individual, as directed and agreed to by the Board of Directors. The Secretary shall serve as Board liaison to the Elections Committee.

6.4. Treasurer. The Treasurer shall cause to be collected, held and disbursed, under the direction of the Board of Directors, all monies of the Association. The Treasurer shall oversee the collection of monies due the Association from all sources. The Treasurer shall keep or cause to be kept, at the Association, regular books of account and all financial records of the Association, and shall prepare budgets and financial statements, when and in the form requested by the Board of Directors. The Treasurer shall deposit or cause to be deposited all monies of the Association in an account or accounts in the Association's name, in the bank or banks designated by the Board of Directors and shall, if available at a reasonable cost, give a surety bond for faithful performance in the amount

directed by the Board of Directors, which surety bond premium shall be paid by the Association. Any other person or persons having access to monies of the Association or its bank accounts shall be similarly bonded. At each Annual Meeting of the Unit Owners the Treasurer shall present a financial report to the Unit Owners. Any of the foregoing duties may be performed by an Assistant Treasurer, if any has been designated, or delegated to the Finance Committee, management agent, or both, or professionally qualified individual, as directed and agreed to by the Board of Directors. The Treasurer shall serve as Board liaison to the Finance Committee.

6.5 Removal. Any officer may be removed with or without cause by vote of a majority of all Directors.

6.6 Multiple Offices. No Director may hold more than one office.

6.7 Other Offices. The Board of Directors may, from time to time, appoint such other Officers, and designate their powers and duties, as the Board shall find to be required to manage the affairs of the Association. If the Board so determines, there may be more than one Vice President.

6.8 Required Insurance. The Board of Directors shall maintain Directors and Officers insurance coverage. The premiums for such insurance coverage shall be included in the Common Expenses at least adequate to the requirements of Article V of the Articles of Incorporation.

## 7. Board Committees

7.1 Permanent Committees. Permanent Committees are appointed to perform specific tasks outlined by these Bylaws. While the Board of Directors may call upon them for advice from time to time, the Permanent Committees are independently responsible for accomplishing their assignments and presenting their reports. The Permanent Committees have no executive authority delegated to them. They cannot commit the Association in any fashion, and must obtain prior approval for any expenditure. The Permanent Committees shall consist of a fixed number of members who shall serve for staggered specified terms. Members of the Permanent Committees shall be determined by a majority vote of the Board of Directors.

7.1.1 Finance Committee. The Finance Committee shall consist of five (5) members. Members of the Committee shall serve for two years and may not serve for more than three successive terms.

The Finance Committee shall assist the Treasurer in all matters pertaining to the Association's finances including, but not limited to, the placing of insurance, the filing of tax returns, the payment of taxes, the preparation of the annual operating budget, and the preparation of the current reports for the Board of Directors on the Association's financial condition.

Annually the Finance Committee assisted by appropriate employees of the Association, shall prepare a proposed annual budget on a departmentalized basis for operational and capital expenditures for the following calendar year. The proposed budget shall be presented to the Board of Directors by October 30<sup>th</sup> of the year preceding that for which the proposed budget has been prepared.

The Finance Committee shall consult with the Long Range Planning Committee in determining and evaluating proposed capital expenditures and reserve assessments.

7.1.2 Elections Committee. The Elections Committee shall consist of five (5) Members. Members of the Committee shall serve for two years and may not serve for more than three successive terms. The Elections Committee shall be responsible of oversight of all Association elections including the election of Directors. Unless no other candidate is available, the Committee may not nominate one of its members to stand for election to the Board of Directors.

**7.1.3 Audit Committee.** The Audit Committee shall consist of three regular members and one member of the Board of Directors. Regular members of the Committee shall serve for three years and may not serve for more than three successive terms. No regular member of the Audit Committee shall be a member of the Finance Committee. The Chairperson of the Committee shall be selected by majority vote of the members of the Committee. Each year the Board shall appoint one of the Directors, other than the Treasurer, to serve as a member of the Audit Committee.

Annually the Committee shall be responsible for selecting external auditors and recommending their engagement to the Board of Directors. The Committee shall review the audit scope with External Auditors, coordinate the audit process, and review the Auditors' findings. The Committee shall review their findings with the Board of Directors and shall provide a written or oral report to the membership at the Annual Meeting of Unit Owners. In addition, the Committee shall be available to the Treasurer for consultation on internal control and financial reporting issues.

**7.1.4 Long Range Planning Committee.** The Long Range Planning Committee shall consist of five members. Members of the Committee shall serve for three years and may not serve for more than two successive terms.

The Long Range Planning Committee shall be responsible for recommending to the Board of Directors a long range master plan for development, improvement, and enhancement of the community. The Long Range Planning Committee shall review their findings with the Board of Directors and shall provide a written report to the Unit Owners at the Annual Meeting.

The Long Range Planning Committee shall be responsible for planning and overseeing the Association's reserve accounts. Prior to September 15<sup>th</sup> of each year the Committee shall advise the Finance Committee with regard to proper reserve account disbursements and assessments for the coming budget year.

The Long Range Planning Committee shall prepare and maintain a list of capital projects needed for the benefit of the community. Projects on the list shall be drawn from the recommendations of all of the committees of the Association. These recommendations shall include appropriate means for the financing of the projects and shall be presented to the Board of Directors by September 15<sup>th</sup> of each membership year.

**7.2 Advisory Committees.** Advisory Committees may be established by the Board of Directors to reflect Unit Owner opinions and operating preferences to the Board of Directors and to provide specific advice to the Board of Directors as requested. Advisory Committees are strictly advisory in nature and have no executive authority with regard to Association operations. The Board of Directors will, from time to time, refer matters to the Advisory Committees for review and recommendation. Advisory Committees may independently formulate programs and submit them with recommendations to the Board of Directors for approval.

At its Organizational Meeting each year the Board shall determine the Advisory Committees for the ensuing year. The Board shall appoint one of its members to act as an ex-officio, non-voting liaison to facilitate communication between each Advisory Committee and the Board. The Board liaison to any Advisory Committee shall be responsible for proposing a Chairman to the Board for approval. Advisory Committee Chairs and members serve at the pleasure of the Board of Directors. Subject to approval by the Board of Directors, the Chairperson shall select his or her own committee members. The Association Manager, if one has been appointed, or his or her designee, shall be an ex-officio, non-voting member of each committee.

Annually each committee assisted by appropriate staff may be called upon to prepare a plan for the coming year and shall provide to the Board of Directors in writing for their approval: 1) the schedule

of proposed activities; 2) a proposed operating budget; and, 3) a proposal for capital expenditures, if any.

**7.3 ad hoc Committees.** The Board of Directors may from time to time appoint ad hoc committees to advise the Board of Directors on specific matters or to assist in the execution of its policies. The size and duration of such committees will be determined by the Board.

**7.4 Participation by Directors.** With the exception of the Audit Committee as provided in Section 7.1.3, no Director is permitted to serve as the chair or as a member of any Permanent or Advisory Committee. Directors may serve as a Chairman or a member of any number of ad hoc Committees. As provided in Section 7.2, a Director may serve as liaison to any Advisory committee

**8. FISCAL MATTERS.** The provisions for fiscal management of the Association set forth in the Declaration shall be supplemented by the following provisions:

**8.1 Depository.** The Association funds shall be maintained only in depositories insured by the United States Government at financial institutions in the State of Florida as shall be designated from time to time by the Board. Withdrawal of monies from such accounts shall be only by such persons as are authorized by the Board. The Board may invest Association funds only in direct obligations of the United States Government, interest-bearing accounts including certificates of deposit insured by the United States Government, or other investment instruments issued or guaranteed by the United States Government.

**8.2 Accounts and Accounting Procedures.** The financial and accounting records of the Association must be kept according to generally accepted accounting practices. All financial and accounting records must be maintained for a period of at least seven (7) years. The financial and accounting records must include, but are not limited to:

8.2.1 Accurate, itemized, and detailed records of all receipts and expenditures.

8.2.2 A current account and a period statement of the account relating to assessments, designating the name and current address of each individual who is obligated to pay assessments, the due date and amount of each assessment or other charge, the date and amount of each payment on the account, and the balance due.

8.2.3 A current account and a period statement of the account relating to any assessments being collected by Neighborhood Associations and Recreational Associations on behalf of the Master Association designating the due date and amount of each assessment or other charge, the date and amount of each payment on the account, and the balance due.

8.2.4 All tax returns, financial statements, and financial reports of the Association.

**8.3 Assessments.** The Association will charge the Annual Assessment based on the adopted budget on a quarterly basis. Payment shall be due on the first day of the quarter and considered delinquent if not paid by the eleventh (11th) day of the first month of the quarter. Other assessments shall be due at such time as determined by the Board of Directors. Written notice of the Annual Assessment shall be sent to all Unit Owners at least ten (10) days prior to the first due date. Failure to send timely notice or receive such notice does not excuse the obligation to pay.

**8.4 Recreational Association Fees.** The Recreational Associations will be charged a fee for each of their non-resident members at a rate of 25% of the Annual Assessment charged for each Unit Owner. The sum of the non-resident fees due from the Recreational Association will be billed to and will be an obligation of that Recreational Association. Fees will be due on a quarterly basis. Payment shall be due on the first day of the quarter and considered delinquent if not paid by the eleventh



(11th) day of the first month of the quarter. No other fees shall be required of the Recreational Associations except such direct fees for service as may be agreed between the parties. Failure to send timely notice or receive such notice does not excuse the obligation to pay.

8.5 Fidelity Bonds. The President, Secretary, Treasurer, and any persons who are authorized to sign checks, shall be bonded in such amounts as may be required by law or by the Board of Directors. The premiums on such bonds shall be a common expense.

8.6 Financial Reporting. The Association shall annually prepare or cause to be prepared an annual financial report of cash receipts and disbursements in accordance with generally accepted accounting principles. Within sixty (60) days after the end of the fiscal year, the Association shall prepare and complete, or contract with a third party for the preparation and completion of, a financial report for the preceding fiscal year which shall be available to each Unit Owner.

8.7 Audit. Within 90 days of the end of each fiscal year a formal certified audit of the accounts of the Association shall be made by a certified public accountant, and a copy of the audit report shall be available to all Unit Owners. Within 21 days after completion of the Audit Report the Association shall make a copy of the Audit Report available to each Unit Owner.

8.8 Application of Payments. All payments on account by a Unit Owner shall be applied first to interest, then to late payment fees, then to attorney's fees and costs, then to other charges, and finally to unpaid regular and special assessments, in the order they first came due.

8.9 Fiscal Year. The fiscal year for the Association shall begin on the first day of January of each year.

9. RULES AND REGULATIONS. The Board of Directors may, from time to time, adopt and amend reasonable Rules and Regulations governing the operation, use, maintenance, management and control of the Property consistent with the Documents, as amended from time to time. Copies of such Rules and Regulations shall be available to each Unit Owner at the Association office and on the Association website. The Board of Directors shall also review and approve the Rules and Regulations proposed by any Neighborhood Association to determine its compliance with the Documents.

9.1 Treatment of Violations. The Board shall have the power to impose fines and suspensions of common area use privileges for violations of the Documents and Rules and Regulations.

9.1.1 Right to Appeal. Unit Owners may request a review of any disciplinary action taken by the Board subject to the following procedures:

9.1.1.1 The Board shall appoint a panel of five Unit Owners for the review. No member of the panel may be a current Director or related to a current Director.

9.1.1.2 Notice of any hearing shall be published within two weeks of the Unit Owner's written request for a review to the Association office and action on the review request must be completed within two weeks thereafter.

9.1.1.3 In a written finding delivered to the Board, the review panel may approve, modify, or void the Board's decision.

9.1.1.4 The review panel's decision shall be final.

9.1.2 The Board of Directors may issue temporary exceptions to any prohibitions expressed or implied by this Article.

**9.2 Update & Revision.** The Board of Directors shall review, revise, and redistribute the Rules and Regulations of the Association and the Association's Architectural Design Guidelines at least once every five years. Changes to the Rules and Regulations shall be published at least sixty (60) days prior to the time when the same shall become effective.

**10. PURPOSE AND POWER.** The Association shall have all of the common law and statutory powers of a Florida not-for-profit corporation consistent with these Bylaws, the Articles, and Declaration; and it shall have all of the powers and authority reasonably necessary or appropriate to the operation and regulation of a residential neighborhood, subject to the Declaration, as it may from time to time be amended, including but not limited to the power to:

10.1 Fix, levy, collect and enforce payment by all lawful means all charges or assessments levied pursuant to the Declaration; to pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of the Association, including all license fees, taxes or governmental charges.

10.2 Enforce any and all covenants, conditions, restrictions and agreements applicable to Windstar.

10.3 Acquire (by gift, purchase or otherwise) own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use or otherwise dispose of real or personal property in connection with the affairs of the Association.

10.4 Borrow money, and mortgage, pledge, deed in trust, or hypothecate any or all of its real or personal property as security.

10.5 Purchase policies of insurance for the benefit of Association Unit Owners and use the proceeds from such policies to effectuate its purposes.

10.6 Enter into a contract for management services for managing and administering the Association.

**11. INSPECTION AND COPYING OF OFFICIAL RECORDS.** The official records of the Association must be open to inspection and available for photocopying, pursuant to Section 720.303(5), Florida Statutes. If the Association has a photocopy machine available where the records to be inspected are maintained, during the inspection it must provide up to 25 pages of copies to an inspecting Unit Owner on request, but only if the entire request is limited to 25 pages. The Association may charge a reasonable fee for copies in an amount established by the Board of Directors but not in excess of that permitted under Florida law and may require payment before turning over the copies. If the Association does not have a photocopy machine available where the records are kept, or if more than 25 pages of copies are requested, the Association may have copies made by an outside vendor and may charge the actual cost of copying. The Association shall maintain a reasonable number of complete copies of the recorded Windstar Documents, to ensure their availability to Unit Owners and prospective purchasers of Units, and may charge its actual costs for obtaining, reproducing and furnishing these documents to persons entitled to receive them. The following records are not required to be accessible to Unit Owners:

11.1 Any record protected by the lawyer-client privilege as described in Section 90.502, Florida Statutes, and any record protected by the work-product privilege, including, but not limited to, any record prepared by an Association attorney, or prepared at the attorney's express direction, which reflects a mental impression, conclusion, litigation strategy, or legal theory of the attorney or the Association and was prepared for civil or criminal litigation or adversarial administrative proceedings, or which was prepared in anticipation of imminent litigation or adversarial administrative proceedings. This exemption lasts only until the final conclusion of the litigation or adversarial administrative

proceedings.

11.2 Information obtained by the Association in connection with considering the approval of a proposed lease, sale, or other transfer of a Unit.

11.3 Disciplinary, health, insurance, and personnel records of Association employees.

11.4 Medical records of employees, Unit Owners or other residents.

12. AMENDMENT OF BYLAWS. Amendments to these Bylaws shall be proposed and adopted in the following manner.

12.1 Proposal. Amendments to these Bylaws may be proposed by a majority of the Board or by written petition to the Board signed by at least one-fifth (1/5) of the Unit Owners.

12.2 Procedure. Upon any amendment to these Bylaws being so proposed by the Board or Unit Owners, such proposed amendment shall be submitted to a vote of the Unit Owners not later than the next Annual Meeting for which proper notice can be given.

12.3 Vote Required. Except as otherwise provided by law, or by specific provision of the Declaration, the Articles or these Bylaws, a proposed amendment to these Bylaws shall be adopted if it is approved by a Majority Vote of the Unit Owners following procedures established by the Elections Committee and approved by the Board of Directors.

12.4 de minimus Changes. The Board of Directors shall have the right, at any time, to amend these Bylaws, without Unit Owner approval or vote, solely for the purpose of correcting incidental inaccuracies or inconsistencies, typographical or grammatical errors, or correcting paragraph and section numbering or pagination provided that no such amendment shall affect the substance of the Bylaws, or any provision thereof.

12.5 Effective Date, Recording. A copy of each amendment shall be attached to a certificate that the amendment was duly adopted, which certificate shall be executed by officers of the Association with the formalities of a deed. The amendment shall be effective when the certificate and copy of the amendment are recorded in the Public Records of Collier County, Florida.

13. INDEMNIFICATION. To the fullest extent permitted by Florida law, the Association shall indemnify and hold harmless every Director, Officer and volunteer of the Association against all expenses and liabilities, including attorneys' fees, actually and reasonably incurred by or imposed on him in connection with any legal proceeding whether civil or criminal (or settlement or appeal of such proceeding) to which he may be a party because of his being or having been a Director, Officer or volunteer of the Association.

13.1 The foregoing right of indemnification shall not be available if a judgment or other final adjudication establishes that his actions or omissions to act were material to the cause adjudicated and involved:

13.1.1 Willful misconduct or a conscious disregard for the best interests of the Association, in a proceeding by or in the right of the Association to procure a judgment in its favor.

13.1.2 Violation of criminal law, unless the person seeking indemnification had no reasonable cause to believe his action was unlawful or had reasonable cause to believe his action was lawful.

13.1.3 A transaction from which the person seeking indemnification derived an improper personal benefit.

13.1.4 Recklessness, or an act or omission which was committed in bad faith or with malicious purpose or in a manner exhibiting wanton and willful disregard for human rights, safety or property, in an action by or in the right of someone other than the Association or a Unit Owner.

13.2 In the event of a settlement, the right to indemnification is subject to the finding by at least a majority of the disinterested Directors that the settlement is in the best interest of the Association.

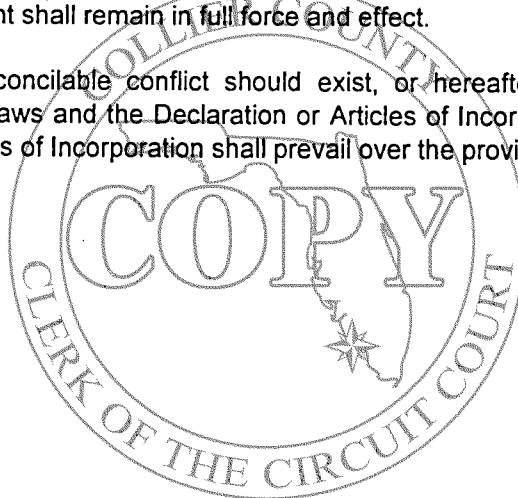
13.3 The foregoing rights of indemnification shall be in addition to and not exclusive of all other rights to which a Director or officer may be entitled.

### 13. MISCELLANEOUS.

13.1 Gender. Whenever a masculine or singular pronoun is used in these Bylaws, it shall be construed to mean the masculine, feminine or neuter; singular or plural, as the context requires.

13.2 Severability. Should any portion hereof be void or become unenforceable, the remaining provisions of the instrument shall remain in full force and effect.

13.3 Conflict. If any irreconcilable conflict should exist, or hereafter arise, with respect to the interpretation of these Bylaws and the Declaration or Articles of Incorporation, the provisions of the Declaration and the Articles of Incorporation shall prevail over the provisions of the Bylaws.



IN WITNESS WHEREOF, the Association has caused these presents to be executed in its name and its corporate seal to be affixed by its proper officer on the 30 day of October, 2009.

Signed in the presence of:

WINDSTAR ON NAPLES BAY MASTER  
ASSOCIATION, INC.

By: Brad Merryman  
Brad Merryman, President

Thomas Hughes  
Signature of Witness #1

Thomas Hughes  
Print name of Witness #1

Debra J. Simpson  
Signature of Witness #2

DeBRA T. Simpson  
Print name of Witness #2

STATE OF FLORIDA  
COUNTY OF COLLIER

I hereby certify that on the 30th day of October, 2009, personally appeared BRAD MERRYMAN, as President of **WINDSTAR ON NAPLES BAY MASTER ASSOCIATION, INC.**, a Florida corporation, who executed the foregoing certificate in the name and on behalf of said corporation. He is well known to me or did show a Florida driver's license as identification, and did not take an oath.

Debra J. Simpson  
Signature of Notary Public

DeBRA T. Simpson  
Print name of Notary Public

(SEAL)



DEBRA T. SIMPSON  
MY COMMISSION # DD 552202  
EXPIRES: May 24, 2010  
Bonded Thru Budget Notary Services

Prepared by and return to:  
Christopher N. Davies, Esquire  
COHEN & GRIGSBY, P.C.  
Mercato – Suite 6200  
9110 Strada Place  
Naples, FL 34108

### CERTIFICATE OF AMENDMENT

THE UNDERSIGNED, being the duly and acting President of Windstar on Naples Bay Master Association, Inc., a Florida not for profit corporation, hereby certifies that at a duly called Special Meeting of the Members held on June 14, 2013, where a quorum was present, after due notice, the resolution was approved and adopted by the affirmative vote of at least two-thirds (2/3) of the Unit Owners entitled to vote for the purpose of amending the Second Amended and Restated Master Declaration of Covenants, Conditions & Restrictions for Windstar, recorded at O.R. Book 4512, Page 2575 *et seq.*, Public Records of Collier County, Florida. This amendment annexes additional real estate to Windstar on Naples Bay pursuant to the Agreement Regarding Annexation and Supplemental Declaration for Windstar and the First Amendment to Agreement Regarding Annexation and Supplemental Declaration for Windstar, attached hereto as Composite Exhibit "A" and made a part hereof, by and between Windstar on Naples Bay Master Association, Inc., and WSC Naples, LLC.

**RESOLVED:** That the Second Amended and Restated Master Declaration of Covenants, Conditions & Restrictions for Windstar, be and is hereby amended and the amendments are adopted in the forms attached hereto as Composite Exhibit "A", and made a part hereof.

Date: 6-14-13

WINDSTAR ON NAPLES BAY MASTER  
ASSOCIATION, INC.

(1) [Signature]  
Witness

By: [Signature]  
John W. Lloyd, President  
1700 Windstar Boulevard  
Naples, FL 34112

Print Name: John L. Farquhar

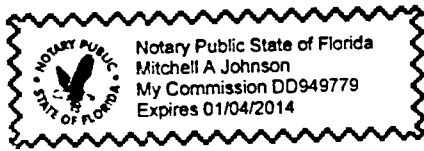
(2) [Signature]  
Witness

By: [Signature]  
Pasquale Razzano, Secretary  
1700 Windstar Boulevard  
Naples, FL 34112

Print Name: CHRISTOPHER N. DAVIES

STATE OF FLORIDA           )  
  )  
COUNTY OF COLLIER        )

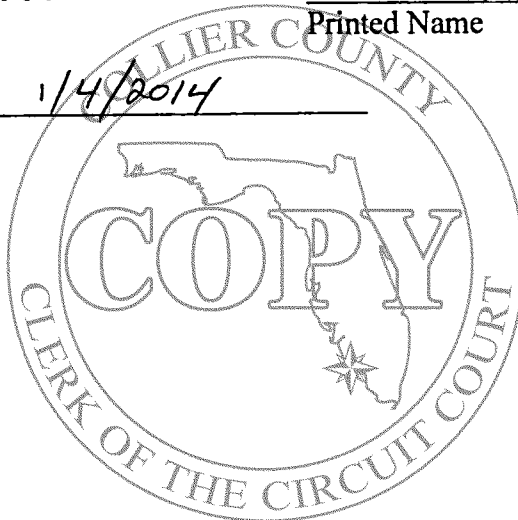
The foregoing instrument was acknowledged before me this 14 day of June, 2013, by John W. Lloyd, President and Pasquale Razzano, Secretary, of the aforementioned Corporation, on behalf of the Corporation. Personally known to me.



*[Signature]*  
Notary Public  
MITCHELL A. JOHNSON  
Printed Name

My Commission expires: 1/4/2014

1865416.v1



THIS INSTRUMENT PREPARED BY  
AND UPON RECORDATION RETURN TO:

AGREEMENT REGARDING ANNEXATION  
AND SUPPLEMENTAL DECLARATION  
FOR WINDSTAR

THIS AGREEMENT REGARDING ANNEXATION AND SUPPLEMENTAL DECLARATION FOR WINDSTAR ("Supplemental Declaration") is made and entered into as of the 28th day of March, 2013, by and between Windstar on Naples Bay Master Association, Inc., a Florida not-for-profit corporation (the "Windstar Association") and WSC Naples, LLC, a Florida limited liability company, and its successors and assigns ("WSC").

WHEREAS, in accordance with Section 14.3(a)(2) of the Second Amended and Restated Master Declaration of Covenants, Conditions and Restrictions for Windstar dated October 30, 2009, recorded at Official Records Book 4512, Page 2575, of the Public Records of Collier County, Florida (the "DCCR"), the Windstar Association may upon a vote of at least two-thirds of the Unit Owners (as defined in the DCCR) entitled to vote (the "Required Membership Vote") may expand the real property governed by the DCCR by annexation into the Windstar Association;

WHEREAS, WSC is the owner of certain real property adjacent to and contiguous with the Windstar community ("Windstar Community"), which is more particularly described on Exhibit "A" attached hereto (the "WSC Property"); and

WHEREAS, the Windstar Association and WSC desire to annex the WSC Property into the Windstar Community in accordance with the terms and conditions of this Supplemental Declaration.

NOW, THEREFORE, in consideration of the mutual covenants, conditions and obligations of this Supplemental Declaration, as more fully set forth below, the Windstar Association hereby adopts the following Supplemental Declaration effective as of the date upon which the Windstar Association successfully obtains the Required Membership Vote and records this Supplemental Declaration in the Public Records of Collier County ("Public Records") in accordance with the DCCR, as follows:

1. The WSC Property Assessments. WSC shall pay an initial assessment ("Initial Assessment") to the Windstar Association in the amount of \$700,000.00, with the first installment of \$250,000.00 ("First Installment") being due within two (2) business days following (a) the Windstar Association obtaining the Required Membership Vote; and (b) the



recordation of this Supplemental Declaration (such recordation shall hereafter be referred to as "Annexation"). Thereafter, WSC shall pay \$250,000.00 ("Second Installment") nine (9) months after the First Installment is due. The balance of the Initial Assessment shall be paid in the amount of \$3,125.00 ("Individual Unit Assessment Payment") at the time each "Residential Unit" (as hereinafter defined) is conveyed to someone other than WSC or at the time WSC rents a Residential Unit to a third party. A Residential Unit owner shall not have the right to use the existing Windstar roads and other facilities until the First Installment, the Second Installment and the Individual Unit Assessment Payment have been paid to the Windstar Association, except that WSC may use such roads and other facilities for purposes of marketing and sales. When the First Installment, the Second Installment and the Individual Unit Assessment Payment have been paid, the Windstar Association shall give a certificate in recordable form ("Unit Release") acknowledging the First Installment, the Second Installment and the Individual Unit Assessment Payment have been paid and that Residential Unit thereafter, subject to the other conditions of this Supplemental Declaration and the DCCR, shall have the right to use the existing roads, gates and other Windstar Association facilities. If the amount of \$700,000.00 has not been paid in full upon the expiration of thirty-six (36) months from the date the First Installment is due, then at such time the unpaid balance shall be paid in full such that the total of \$700,000.00 shall be paid to the Windstar Association. Upon such payment the Windstar Association shall provide all remaining Unit Releases for those Residential Units which have not received a Unit Release. If such amount is not paid, the Windstar Association shall have the right to pursue all available legal and/or equitable remedies including, but not limited to, filing a lien against all or any part of the WSC Property including, but not limited to, all of the Residential Units which have not received a Unit Release and the unsold Marina Units, and to foreclose that lien in the same manner as a mortgage may be foreclosed in addition to all other legal and equitable rights. In addition to paying the Initial Unit Assessment Payment upon the transfer of units from WSC or the rental of a Residential Unit, that Residential Unit shall be obligated to pay assessments at the same rate as the existing residences within the Windstar Community, which is presently \$2,212.00 annually.

2. Maximum Number of Units Within the WSC Property. Upon Annexation, WSC agrees to limit the total number of units to be constructed within the WSC Property to 64 residential units (which may be in the form of condominium or fee simple in accordance with the requirements of applicable law and Collier County regulations, hereafter the "Residential Unit[s]") and a maximum of 42 docks and related facilities as approved by the governing authorities (hereafter the "Marina Units"). The Residential Units shall be not less than 2,000 square feet of air conditioned space. WSC may structure the Marina Units as a separate condominium, or such other form of recreational association as mutually agreed upon with the Windstar Association. The Association understands and agrees that as WSC goes through the approval and permitting process it is possible that the governing authorities may approve less than the 64 Residential Units and less than 42 Marina Units (particularly in light of the need to accommodate space for the Keewaydin Queen as set forth in Section 3.2(b) below), and WSC shall not be in violation of this Supplemental Declaration should it be entitled to less than the maximum number of Residential Units and/or Marina Units. A decrease in the number of Residential Units and/or the number of Marina Units shall not reduce the Initial Assessment.

3. Plan Review. For purposes of plan and architectural review for the initial Residential Units and initial Marina Units to be constructed on the WSC Property, the Windstar

Association has agreed that the Board of Directors for the Windstar Association (the "Board") shall be the Architectural Review Committee; and the Board shall be the sole body within the Windstar Association to review and approve such plans in accordance with the terms and conditions as set forth in this Supplemental Declaration. WSC shall be required to obtain the Board's approval of the WSC Property's site plan, landscape plan, and building plans and elevations, as well as for the extension of Haldeman Creek Drive. The site plan, landscape plan, and the extension of Haldeman Creek Drive must also be approved by the Windstar Golf Club (the "Windstar Club") as to any elements necessary to retain the golf course's designation as a Tom Fazio signature course. It is further understood that WSC must negotiate directly with the Windstar Club as to any agreement to enhance or retain views of the golf course from the WSC Property where it concerns plantings on adjacent Windstar Club property.

- 3.1 As part of the process to obtain the Required Membership Vote, WSC has submitted to the Windstar Association for presentation to its membership the following proposed plans:

- (a) site plan;
- (b) landscape plans;
- (c) the extension of Haldeman Creek Drive;
- (d) residential building elevations and color schemes;
- (e) elevations and color schemes for the cabana and site plan for the pool; and
- (f) dock facility, kayak storage and launch, and emergency mooring for the Keewaydin Queen.

It is expressly understood and agreed that provided that the final site plan, building plans, elevations, color schemes, and amenity facility plans do not substantially and materially deviate from those proposed plans submitted for review and approval in connection with seeking the Required Membership Vote, WSC shall be entitled to final approval from the Board at such time as such final plans are presented to the Board for approval. The Windstar Association understands and agrees that the governing authorities may comment upon and propose changes to the plans submitted for approval prior to the Required Membership Vote and that WSC shall be required to work with the governing authorities in obtaining its final approvals and permits. In the event of any changes to the proposed plans as may be required by the governing authorities, the Windstar Association agrees that it shall not unreasonably withhold approval of any such changes if such changes are reasonable and necessary under the circumstances as required by the governing authorities.

- 3.2 Building Height Limitation. WSC agrees that the building height of the buildings/units of the WSC Property shall be a maximum of two (2) story buildings with a maximum mean roof height of thirty-five (35) feet above the finished floor of the building.
- 3.3 Kayak Facilities and Emergency Docking for Keewaydin Queen.

- (a) WSC shall include in the site plan a location for kayak storage (of at least twenty (20) kayaks) and an area to launch such kayaks into Haldeman Creek. Such proposed amenity shall be subject to the approval and permitting of appropriate governing bodies. WSC cannot make any representation or warranty that such use will be allowed. The kayak facility, if it can be constructed, shall be designed by WSC subject to the requirements of the permitting authority and provided to the Windstar Association for review and approval, which approval may not be unreasonably withheld. The kayak facility shall be constructed at the expense of WSC and appropriate easements shall be provided to the Windstar Association for its use, or to such other entity as directed by the Windstar Association. Such facility shall be constructed simultaneously with the construction of the Marina Units, with the understanding that WSC may construct the Marina Units in phases as it determines in its sole discretion provided that the kayak facilities are included within the first phase of such construction.
- (b) WSC shall also provide a location within the dock facilities for docking of the Keewaydin Queen solely for use in the event of a hurricane or other storm emergencies. This requirement shall be subject to WSC obtaining the approval and permitting of appropriate governmental bodies for such use. Neither WSC nor any successor association for the marina facility makes any representation or warranty concerning the fitness or suitability of such docking space for the Keewaydin Queen, and the Windstar Association agrees to accept such accommodation in an "as-is, where-is" condition. Further, the Windstar Association shall be solely responsible for any damage to the Keewaydin Queen and for any damage which the Keewaydin Queen may cause to the Marina Units and related dock structure or facilities, as well as for any damage or environmental concerns in the event the Keewaydin Queen may sink or become partially submerged while docked in such location. The Windstar Association shall provide proof of adequate insurance for the vessel and any such potential damages to the dock and related facilities.

- 3.4 Boat Dock Facilities. WSC acknowledges that the boat dock facilities shall be created as a separate marina association ("Marina Association") and shall be a recreation association pursuant to the Master Documents and not governed by and not part of the residential association ("Residential Association") to be created for the 64 Residential Units. However, because the Marina Association facilities shall be integrated in the same location as the cabana and pool to be constructed as part of the Residential Association, there may be an agreement between the Marina Association and the Residential Association for the Marina Association to pay certain assessments in connection with the operation, maintenance and repair of the cabana and pool facilities. The Marina Association will be responsible for maintaining and operating the Marina Units and related facilities, including maintaining same in a neat and clean manner and controlling noise and other typical covenants that would be applicable to a marina. Among other covenants, the Marina Association would not allow live-aboards. The area of the boat dock facilities on Haldeman Creek and any access decks, bridges or pathways shall be

owned and maintained by the Marina Association, and the area north of Haldeman Creek which is a conservation area shall all be owned and maintained by either or both of the Residential Association or the Marina Association, as WSC determines in its sole discretion. The Marina Units will be first made available to the Residential Unit owners in the WSC Property and then to other owners within the Windstar Community and shall only be sold to outside third parties who do not own within the WSC Property or the greater Windstar Community starting one (1) year after all of the Residential Units have been sold to third parties. The Marina Units which are not owned by owners within the overall Windstar Community, or are rented to persons not residents of the Windstar Community, shall pay the assessment designated by the Master Documents as the percentage of the standard assessment allocable to such units, which percentage is currently 25% of the standard association assessment to residents to the Windstar Association. The documents for the Marina Association shall provide that there will be an approval process for at least the sale of Marina Units to individuals or other entities who do not also own a residence within the Windstar Community. Owners of Marina Units who do not live in the Windstar Community may be required to have their primary access through the unmanned gate onto Lakeview Drive but their guests would be allowed through the main gate for security purposes. WSC shall provide for surveillance cameras to reasonably cover the boat docks, areas adjacent to the boat docks and other perimeter areas of the WSC Property, which cameras shall be linked to the existing surveillance system of the Windstar Community such that they can be monitored by the existing entry gate security personal, as well as set up to be able to have surveillance video available to be reviewed at a later time. The cost to operate, maintain and repair the video surveillance and related equipment installed by WSC shall become the obligation of the Windstar Association as such will be integrated into its overall surveillance system. Other than providing for such surveillance, absent its own gross negligence or intentional misconduct, if any, WSC shall not be responsible for third parties who may enter the WSC Property or the Windstar Community for the purpose of or in connection with the commission of criminal, mischievous or other inappropriate conduct.

- 3.5 Buffering the Windstar Community and the Golf Course from the WSC Property and Maintaining the Existing Vegetation Along the Windstar Community and the WSC Property's Border as Long as Possible During Construction. The landscape in the WSC Property bordering the Windstar Community shall be designed to prevent undesirable views from the Windstar Community and the golf course while working to create desirable views from the Residential Units in the WSC Property of the golf course and water. No trees within 10' of the border between the Windstar Community and the WSC Property over 15' in height (except invasive exotics) shall be removed until the plans for the landscaping have been approved as required by Section 3.1 and same shall not be removed sooner than necessary in order to continue to provide a visual buffer to the degree reasonably possible between the Windstar Community and the WSC Property prior to completion. Notwithstanding the foregoing, it is expressly understood and agreed to between WSC and the Windstar Association that once the landscaping plans

have been approved as required, WSC shall be permitted to implement such approved landscape plan within a time frame that also allows for such work to be cost effective in connection with the ordinary progress of the horizontal and/or vertical construction of the WSC Property.

4. Extension of Road. In order to obtain access to the WSC Property, WSC shall, at its sole cost and expense, extend the existing Haldeman Creek Drive pursuant to the existing right-of-way in accordance with the plans, including landscaping on both sides, which are approved through the approval process referenced in Section 3 and remove the existing turning circle. The road extension shall be built to the degree possible during the offseason, meaning May 15 through November 15; provided, however, if that is not practically achievable due to the timing of the Required Membership Vote or otherwise, the parties agree that construction may take place other than during the offseason. During this phase of construction, WSC shall take all reasonable efforts to minimize the impact to the surrounding golf course and residents; and access of the golf cart path shall be maintained through the area for the construction of the road extension. The WSC Property shall not have access over the existing Windstar Community, including existing roads and the Windstar Community entrance gates except for marketing and sales purposes until Residential Unit(s) in the WSC Property have been completed and then only as to the Residential Unit(s) that have obtained a Unit Release and completed and sold Marina Units. The construction of the extension of Haldeman Creek Drive shall be completed within three (3) months after it is started subject to force majeure; provided, however, prior to the actual construction of the road WSC shall be provided access to the area in and around the proposed road construction for purposes of root pruning, tree removal and/or relocation as may be required in accordance with the approved plans, and the time required for this purpose shall be in addition to the 3 month time period. If a claim of lien is filed against Windstar Association's property because of work undertaken by WSC or at its direction, WSC shall cause such lien to be removed by payment or by bonding of such lien within ten (10) business days of notice from the Windstar Association. If construction of the extension of the road is abandoned or otherwise is not maintained in accordance with this Supplemental Declaration and all governmental requirements, after ten (10) day's notice to WSC the Windstar Association shall have the right to seek specific performance against WSC or any subsequent owner of the WSC Property to require such actions to be taken, and if the actions are not taken within ten (10) days, the Windstar Association shall have the right, in its sole discretion, to undertake such activities and will have the right to pursue any available legal and/or equitable remedies including, but not limited to, filing a lien against any part of the WSC Property, except for Residential Units that have received a Unit Release, for such costs.

5. Road Within the WSC Property and Gate to Lakeview Drive. WSC shall construct the road(s) within the WSC Property and same shall be maintained by the Residential Association. All maintenance and liability for such road will remain with the obligation of the Residential Association. WSC will construct at its sole cost an access gate and entry wall for the entrance on Lakeview Drive ("Lakeview Gate"), which shall be aesthetically compatible with the main entrance to the Windstar Community and such that it impedes unauthorized pedestrian access. The Lakeview Gate shall be constructed prior to the closing on the first Residential Unit to a third party purchaser. Windstar residents, other than the residents in the Residential Units or the owner of Marina Units, may not use the Lakeview Gate for vehicular access but may use the Lakeview Gate for pedestrian or bicycle access. Similar to the boat dock facilities, WSC shall

provide for appropriate cameras tied into the surveillance equipment at main gate for surveillance and with the capability of later review of video. The cost to operate, maintain and repair the video surveillance and related equipment installed by WSC shall become the obligation of the Windstar Association as such will be integrated into its overall surveillance system.

6. Gate Between Existing Windstar Community and the WSC Property. Collier County has advised WSC that pursuant to the existing zoning and impacts of the WSC Property, that it shall be a requirement that only the 64 Residential Units on the WSC Property and the dock owners in the Marina Association, their service providers and their visitors shall be permitted to have use of the community gated entrance at Lakeview Drive for vehicular ingress and egress into and from Windstar or to the gate leading from Haldeman Creek Drive into the Haldeman's Landing neighborhood. Accordingly, WSC shall be required to design and install a gated access ("Connection Gate") at the connection from the existing Haldeman Creek Drive into the WSC Property, which access shall limit vehicular entry at such point by any resident of Windstar who is not an owner of a Residential Unit or a Marina Unit, or who is not an authorized visitor of an owner of a Residential Unit or a Marina Unit. The Connection Gate shall not prohibit pedestrian or bicycle access to the roadways and walkways within the WSC Property. The Connection Gate will be substantially constructed inside the WSC Property and not on property within the existing Windstar Community. The cost of construction of the Connection Gate and all related facilities will be at the sole cost of WSC. There will be constructed a round-a-bout at the Connection Gate, which will allow residents of the Windstar Community to access the kayaks and boat dock facilities. The parking area will also provide access to the cabana and pool facility of the Residential Association; however, such facilities (the pool and cabanas) are only available for use by the residents of the 64 Residential Units on the WSC Property and the dock owners in the Marina Association, and are not available for use by the other residents of the Windstar Community. The parking area shall be within the WSC Property.

7. Utilities. WSC represents to the Windstar Association that there is adequate capacity for all utilities for the WSC Property without doing any construction for electric, water or sewer within the Windstar Community; provided, however, that the Windstar Association understands and agrees that WSC shall be permitted to make connections to existing utilities within the Windstar Community as determined appropriate by the governing authorities, in accordance with existing utility easements in favor of Collier County and the City of Naples.

8. Drainage. The Windstar Association agrees that the WSC Property may be subject to various governmental requirements. Any plan submitted by WSC for governmental approval which places an unreasonable burden on the infrastructure of the Windstar Community shall not be approved by the Windstar Association. WSC shall construct such pretreatment facilities within the WSC Property as dictated by the South Florida Water Management District as a condition of any drainage permit, which shall treat the water from the WSC Property prior to discharge into the existing Windstar Community drainage system. The Windstar Association shall have the right to review and reasonably approve the drainage system for the WSC Property as such connects to the existing drainage system, which shall also be subject to the requirements of the permitting authority. Drainage and utility connections are infrastructure systems. All costs to connect to and/or alter the Windstar Community infrastructure systems will be paid by WSC. The Windstar Association shall provide such legal documentation as may be required to

permit the WSC Property to connect to the existing drainage system and flow through the Windstar Community.

9. Construction Traffic. WSC agrees that all construction traffic for the WSC Property shall access the WSC Property through an entrance off Lakeview Drive, and such traffic shall not be permitted to access the WSC Property through the main or any ancillary entrances to the Windstar Community.

10. Security During Construction of WSC Property. WSC shall take all reasonable actions to maintain the security of the Windstar Community during construction of the WSC Property. Such actions shall include appropriate fencing around the WSC Property but shall not be deemed to include the obligation to hire security or surveillance personnel for the WSC Property.

11. Maintenance of WSC Property During Construction. WSC agrees that once it starts construction of any building or other facility in the WSC Property that such construction of any such building or specific structure shall be completed within not more than six (6) months subject to force majeure, which force majeure shall not include market conditions. During construction, the remaining portion of the WSC Property which is not completed, shall be maintained in a neat and orderly manner to minimize any negative impact on the surrounding Windstar Community and if construction is abandoned, or otherwise not maintained in accordance with this Supplemental Declaration and all governmental requirements, then the Windstar Association shall provide fifteen (15) days' notice to WSC of its failure to perform and requiring that WSC correct any such deficiencies or failures. If WSC fails to remedy such deficiencies or non-performance within the 15 day period, then the Windstar Association shall have the right to seek specific performance against WSC or any subsequent owner of the WSC Property or to enforce the other rights contemplated by this Supplemental Declaration, including the right of the Windstar Association, if it so desires in its sole discretion, to undertake such activities. The foregoing notwithstanding, the Windstar Association may pursue all available legal and/or equitable remedies including, but not limited to, the right to lien any part of the WSC Property for the costs to remedy same, except for Residential Units that have received a Unit Release or Marina Units which have been sold. This provision notwithstanding, in the event WSC or its successor is diligently pursuing compliance as contemplated herein but such compliance shall reasonably take longer than the contemplated 15 days, then the Windstar Association shall not have the right to undertake any such activities on its own or seek such other relief unless and except WSC abandons its efforts to maintain compliance or fails to reasonably and diligently pursue same.

12. WSC Payment of Windstar Association Costs. WSC agrees to pay the amount of \$100,000.00 toward the costs, fees and expenses incurred by the Windstar Association in connection with the preparation and completion of a letter of intent, this Supplemental Declaration, the notice for the meeting of the membership concerning Annexation, and such other documents as may be necessary to complete Annexation. Such costs, fees and expenses will include attorney's fees, consulting fees for Special District Services, Inc., engineering fees, costs of mailing of the notice and printing of materials for the membership meeting, recording fees, architectural review of plans and such other similar and reasonably incurred costs associated with annexation and the implementation of same (the "Reimbursable

Expenses"). In the event the Windstar Association incurs Reimbursable Expenses in excess of \$100,000.00, the Windstar Association shall be responsible for any such excess Reimbursable Expenses. WSC agrees that it shall be obligated to pay, subject to the \$100,000.00 cap, the Reimbursable Expenses even if Annexation is not successful. The Windstar Association agrees to provide supporting documentation to WSC in connection with a request to pay Reimbursable Expenses, including, all proposals, invoices (text may be redacted from invoices for legal services), bills, statements, and purchase orders for such Reimbursable Expenses (the "Supporting Reimbursement Documents"), that the Reimbursable Expenses shall be reasonable and necessary for the Windstar Association to reach an agreement with WSC and obtain the Required Membership Vote and, thereafter, to achieve Annexation and completion of both WSC's and the Windstar Association's obligations with respect to Annexation and completion of the WSC Property. WSC agrees that it will make such payments as directed by the Windstar Association or to reimburse Windstar Association for such Reimbursable Expenses that it has paid for. In the event Windstar requests monies to pay for things such as mailings, and other items of this nature, prior to the activity, WSC shall provide the funds for undertaking such actions, all upon Windstar Association's provision of the Supporting Reimbursement Documents as are appropriate. If the Required Membership Vote is obtained and Annexation occurs, all Reimbursable Expenses above the \$100,000.00 cap incurred by the Windstar Association following such Annexation shall be shared equally between the Windstar Association and WSC, with each being responsible for fifty percent (50%) of such Reimbursable Expenses. In addition, WSC shall be solely responsible for any and all costs of permitting, impact fees or other costs that are paid for physical improvements or governmental fees due in connection with the approval, permitting and construction of any and all improvements as contemplated in this agreement. In the event Windstar Association is required to pay any such costs, WSC shall reimburse Windstar Association in full for same notwithstanding the cap on Reimbursable expenses. The Windstar Association and WSC shall cooperate to ensure that the Windstar Association and WSC do not incur duplicative costs following a successful Required Membership Vote and Annexation. WSC agrees that this Section 12 is an agreement and binding even if Annexation is not successful. If the costs contemplated to be paid as provided herein are not paid within thirty (30) days after notice from Windstar Association to WSC then the Windstar Association shall, in addition to all their equitable and legal rights, have the right to place a lien on the WSC Property for the amount not paid pursuant to this Section 12 up to the \$100,000.00 cap set forth above; and, if it is necessary for the Windstar Association to take legal or equitable action to collect the items contemplated by this Section 12, the prevailing party in any such action shall be entitled to attorneys' and paralegals' fees and costs at all trial, appellate and post-judgment proceedings.

13. Required Membership Vote. WSC acknowledges the failure to obtain the Required Membership Vote shall not create any liability for the Windstar Association and WSC shall not seek any damages or costs from Windstar Association, or the members of the Board, its employees and agents for failure of Annexation. WSC agrees that the provisions of this Section 13 are an agreement and binding even if Annexation is not approved by the Required Membership Vote.

14. The Windstar Club. WSC acknowledges that any failure of the Windstar Club to perform on any agreement which it may or may not enter into with WSC is not the responsibility of the Windstar Association and the Windstar Association shall have no liability for same. WSC



agrees that upon execution of this Supplemental Declaration, the provisions of this Section 14 are an agreement and binding even if Annexation is not approved by the Required Membership Vote.

15. The DCCR and Other Governing Documents. WSC understands and agrees that the WSC Property, which includes both the Residential Units and the Marina Units, will each be subject to separate governing association documents as provided above, the documentation and related matters of which shall be subject to and subordinate to the DCCR and other related documents governing the Windstar Association.

16. Limitation of Transfer of WSC Property. WSC acknowledges that it shall not have the right to transfer the WSC Property other than the sale of individual Residential Units or Marina Units without obtaining the Windstar Association's approval. Upon any such transfer the terms and conditions of this Supplemental Declaration shall, upon obtaining the Required Membership Vote and Annexation, run with the WSC Property and be binding upon any such successors or assigns of WSC. This condition notwithstanding, the Windstar Association shall not unreasonably withhold its approval of such a sale or transfer in the event WSC shall sell or transfer the WSC Property to another developer/homebuilder who shall be of an equal or greater size and financial strength of WSC and its existing Centerline Homes®<sup>1</sup> affiliates, and an equal or better development and home construction quality and experience to that of WSC and its existing Centerline Homes® affiliates. Absent satisfaction of the above criteria, the Windstar Association shall have the right in its reasonable discretion to approve or disapprove such assignment or transfer and any transfers without approval shall be void and of no effect. It is understood by WSC that in agreeing to this Supplemental Declaration the Windstar Association is not only relying upon the experience and reputation of WSC which is understood to be an entity which is a single purpose entity, but also the overall experience, expertise and reputation of the affiliated entities which are generally referred to as Centerline Homes®<sup>2</sup>; accordingly, the Windstar Association has no obligation to approve the transfer unless it is to an entity which meets the criteria set forth herein. A decision to grant this approval by the Windstar Association shall be made using its reasonable discretion and the above-referenced standards and the fact that the Centerline Homes, Inc. guaranty provided in Section 18 would be released.

17. Insurance and Indemnification. WSC shall provide insurance and indemnification in form and amount reasonably acceptable to the Windstar Association to protect the Windstar Association, its property, its board members, members, employees and agents. For purposes of this requirement and establishing the level of insurance acceptable to the Windstar Association, the Windstar Association has approved WSC's insurance certificate setting forth the commercial general liability and builder's risk coverages presently in place for WSC, and such coverages are deemed sufficient to satisfy this requirement.

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<sup>1</sup> Centerline Homes® is a registered trade name owned by Centerline Homes, Inc., and licensed for use to certain single purpose entities in connection with the construction and sale of homes under the Centerline Homes® brand.

<sup>2</sup> The Windstar Association understands and agrees that regardless of its reliance upon the reputation and experience of any other Centerline Homes® affiliated company, that with the exception of the guaranty of payment by Centerline Homes, Inc. as set forth in this Supplemental Declaration, no entity other than WSC owns or is otherwise involved with or responsible for, in any manner, the development of the WSC Property or the obligations of WSC as set forth in this Supplemental Declaration.

18. Limited Joinder by Centerline Homes, Inc. Centerline Homes, Inc., an affiliate of WSC through substantial common ownership, joins in this Supplemental Declaration solely and for the limited purpose of guaranteeing the payment by WSC of the Initial Assessment and such other monies as may become due and owing by WSC to the Windstar Association as specifically provided for herein. Centerline Homes, Inc. is not providing a guaranty of performance, and Centerline Homes, Inc. shall not be obligated to perform any of the obligations of WSC other than payment of monies following an uncured event of default by WSC. The Windstar Association, in accepting this guaranty, understands and agrees that Centerline Homes, Inc. is not a parent company or owner of WSC and that Centerline Homes, Inc. is not a contractor or developer and has no direct or indirect interest in the WSC Property other than the licensing of the Centerline Homes® name to WSC. In the event of the sale or transfer of the WSC Property, as approved by the Windstar Association in accordance with this Supplemental Declaration, Centerline Homes, Inc.'s guaranty shall be of no further force and effect, and Centerline Homes, Inc. shall be relieved of any further obligation or liability under such guaranty from and after the date of such formal approval, which release can be a factor in considering the approval of such sale or transfer of the WSC Property.

19. Survival of Certain Provisions Regardless of Annexation. The Windstar Association and WSC intend that the provisions of Sections 12, 13, 14 and 18 (with respect to the guaranty of WSC's obligations as provided in Section 12 herein) create binding obligations between the parties. Except for these provisions, this Supplemental Declaration shall not create any binding obligation upon either party hereto. The Annexation and the other terms and conditions set forth in this Supplement Declaration will not become effective unless and until the Required Membership Vote is obtained and this Supplemental Declaration is recorded in the Public Records in accordance with the requirements of the DCCR. Neither Windstar Association nor WSC shall be bound to by the other provisions of this Supplemental Declaration until the Required Membership Vote is obtained and this Supplemental Declaration is recorded in the Public Records in accordance with the requirements of the DCCR. Either party may terminate this Supplemental Declaration at any time for any reason prior to recordation without liability or obligation to the other party except for WSC's obligations to the Windstar Association pursuant to Sections 12, 13, 14 and 18 with respect to the guaranty of WSC's obligations as provided in Section 12. This provision notwithstanding, the Windstar Association is obligated only to bring this matter to a vote of its membership at a meeting properly noticed to take place on or before May 15, 2013, and any adjournments or other continuations of such meeting as authorized by the DCCR or other governing documents of Windstar, and agrees to proceed with and exercise good faith in the pursuit of the Required Membership Vote.

20. Annexation. The WSC Property, as described on Exhibit "A" attached hereto, shall, upon obtaining the Required Membership Vote and thereafter recordation of this Supplemental Declaration in accordance with the DCCR, shall thereafter be held and conveyed, hypothecated, encumbered, used, occupied and improved subject to the DCCR and this Supplemental Declaration, both of which shall be deemed to and are intended to run with the land and shall be a burden and benefit to the WSC Property, WSC and its successors and assigns and any person acquiring and owning an interest in the real property and improvements thereon, their grantees, successors, heirs, administrators, devisees, and assigns in perpetuity. Every grantee of any interest in such property, by the acceptance of a deed or other interest, whether or not such person shall otherwise consent in writing, shall be subject to the provisions of the

DCCR and this Supplemental Declaration, as both may be amended from time to time. The owners of all such property shall be Members of the Windstar Association in accordance with the DCCR and this Supplemental Declaration. Except as expressly modified herein, the DCCR is hereby ratified and affirmed and shall remain in full force effect. The Windstar Association executes this Supplemental Declaration to indicate its assent hereto.

21. Prevailing Party Attorneys Fees. The parties further agree that in the event it becomes necessary for any party to litigate in order to enforce its rights under the terms of this Supplemental Declaration, then, and in that event, the prevailing party shall be entitled to recover reasonable attorneys' and paralegals' fees and the costs of such litigation, including appellate and post-judgment litigation.

22. Governing Law. This Supplemental Declaration shall be construed and interpreted according to the laws of the State of Florida without consideration of conflicts of law and venue with respect to any litigation shall be exclusively in Collier County, Florida.

23. Notices. Any notice required or permitted to be given by the terms of this Supplemental Declaration or under any applicable law by any party shall be in writing and shall be hand delivered, sent by certified mail, postage prepaid, return receipt requested, sent by Federal Express (or other recognized courier service) or sent via facsimile with confirmation. Such written notice shall be addressed to the parties as set forth in the below unless the address or fax number is changed by the party by like notice given to the other parties. Notice shall be in writing, mailed certified mail, return receipt requested, postage prepaid and shall be deemed delivered three (3) days after mailing, upon hand delivery to the address indicated, next business day if Federal Express or other overnight courier or when sent by facsimile when received as evidenced by confirmation if during a Business Day prior to 5:00 p.m. otherwise on the next Business Day. Notices sent by legal counsel for any party shall constitute the notice of the party for which such legal counsel is acting.

If to Windstar Association:

Windstar On Naples Bay Master Association, Inc.  
1700 Windstar Boulevard  
Naples, FL 34112  
Attention: President  
Telephone: (239) 775-3400, ext. 202  
Facsimile: (239) 775-9771

With a copy to:

American Property Management Services  
Attn: Windstar Master Association Manager  
8825 Tamiami Trail E  
Naples, FL 34113  
Telephone: (239) 774-0105  
Facsimile: (239) 774-0112

With a copy to:

Greenspoon Marder, P.A.  
5150 North Tamiami Trail  
Newgate Tower – Suite 502  
Naples, Florida 34103  
Attention: John L. Farquhar, Esquire  
Telephone: (239) 659-1104  
Facsimile: (954) 333-4037

If to WSC:

WSC Naples, LLC  
825 Coral Ridge Drive  
Coral Springs, FL 33071  
Attention: Rob Stiegele, Vice President  
Telephone: (954) 344-8040  
Facsimile: (954) 344-4176

With a copy to:

Centerline Homes, Inc.  
825 Coral Ridge Drive  
Coral Springs, FL 33071  
Attention: Jeff Kronengold, Esq.  
Telephone: (954) 344-8040  
Facsimile: (954) 827-0198

Notices by any other party affected by this Supplemental Declaration shall give notice in accordance with this Section 23 and notice to any such other party shall be given at its address filed with the Windstar Association.

24. Amendments. This Supplemental Declaration may be amended in the same manner as the DCCR, except that so long as WSC or its permitted successors and assigns (which does not include individual Residential Unit owners or Marina Unit owners), owns any Residential Unit or a Marina Unit, or any property which can be made into a Residential Unit or a Marina Unit, any amendment to this Supplemental Declaration shall also require the consent of WSC, or such permitted designated successor or assign; provided however, the obligation to obtain WSC's consent shall no longer be required as to any property which can be made into Marina Unit if other Marina Units have been created and no new Marina Units have been created for a period of five (5) years.

25. Conflicts. In the event of a conflict between the provisions of this Supplemental Declaration and the provisions of the DCCR as to the WSC Property, this Supplemental Declaration shall control; however, interpretation shall be made to the degree possible to make the two documents consistent.

[SIGNATURES ON THE FOLLOWING PAGES]

IN WITNESS WHEREOF, the Parties hereto have executed this Supplemental Declaration on the date first set forth above.

[Signature]  
Print Name: M. M. Nguyen

[Signature]  
Print Name: K. Schnur

WSC NAPLES, LLC, a  
Florida limited liability company, by  
CRS Organization, Inc., its Manager

By: [Signature]  
Name: Robert Stiegeler  
Title: V.P.

STATE OF FLORIDA )  
COUNTY OF BROWARD )

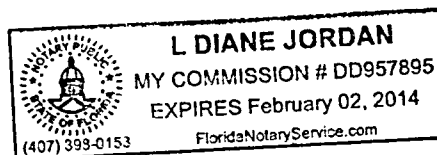
SS:

The forgoing instrument was acknowledged before me this 26 day of March, 2013, by Robert Stiegeler, as Vice President of CRS Organization, Inc., as Manager of WSC Naples, LLC a Florida limited liability company, who is personally known to me or who has produced \_\_\_\_\_ as identification.

My commission expires:

[Signature]  
NOTARY PUBLIC, State of Florida at Large

Print Name: L. Diane Jordan



[Signature]  
Print Name: John L. Farquhar

**WINDSTAR ON NAPLES BAY  
MASTER ASSOCIATION**, a Florida not-  
for-profit corporation

[Signature]  
Print Name: William C. Moore

By: [Signature]  
Name: John Lloyd  
Title: President

STATE OF Florida )  
COUNTY OF Collier )

SS:

The forgoing instrument was acknowledged before me this 28th day of March,  
2013 by John Lloyd, as President of Windstar on Naples Bay  
Master Association, a Florida not-for-profit corporation, who is personally known to me or who  
has produced \_\_\_\_\_ as identification.

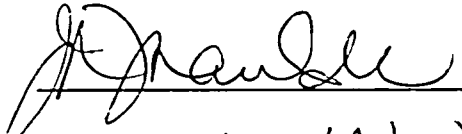
My commission expires:

NOTARY PUBLIC, State of Florida at Large


Print Name: John L. Farquhar




LIMITED JOINDER BY CENTERLINE HOMES, INC. FOR THE PURPOSES AS SET FORTH IN SECTION 18 OF THIS SUPPLEMENTAL DECLARATION.

  
Print Name: ALAN YEN

CENTERLINE HOMES, INC.  
a Florida corporation

By:   
Name: Robert Stiegelmeyer  
Title: V.P.

  
Print Name: Sean Schnur


STATE OF FLORIDA )

COUNTY OF BROWARD )

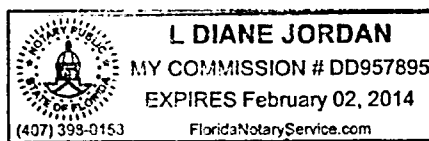
SS:

The forgoing instrument was acknowledged before me this 26 day of March, 2013, by Robert Stiegelmeyer Vice President of Centerline Homes, Inc., a Florida corporation, who is personally known to me or who has produced \_\_\_\_\_ as identification.

My commission expires: 2/2/14

  
NOTARY PUBLIC, State of Florida at Large

Print Name: L. Diane Jordan



**EXHIBIT "A"**  
**Legal Description**

**PARCEL 1:**

A portion of the Northwest quarter of Section 14, Township 50 South, Range 25 East, and a portion of the Southwest quarter of Section 11, Township 50 South, Range 25 East and the West 330.00 feet of Lot 42, Naples Groves and Truck Co.'s Little Farms No. 2 as recorded in Plat Book 1, page 27, of the Public Records of Collier County, Florida, as being more particularly described as follows:

Begin at the North quarter corner of said Section 14; thence South 00° 13' 02" East, 1331.46 feet along the West boundary of Gulf Shores, as recorded in Plat Book 4, Page 50 of said Naples Groves and Truck Co.'s Little Farms No. 2, the same being the North-South quarter section line of said Section 14 to the Northeast corner of Windstar, as recorded in Plat Book 14, Pages 11 through 15 of said public records; thence along the boundary of said Windstar the following courses: South 89° 35' 14" West, 330.45 feet; thence North 00° 13' 07" West, 462.39 feet; thence North 89° 35' 11" East, 30.47 feet; thence North 00° 13' 07" West, 1389.23 feet; thence South 89° 34' 18" West, 314.39 feet; thence South 68° 04' 16" West, 50.12 feet; thence leaving the boundary of said Windstar, North 00° 17' 06" West, 197 feet, more or less, along the West boundary of the Southeast quarter of the Southeast quarter of the Southwest quarter of said Section 11 to the South bank of Haldeman Creek; thence meander Easterly along said South bank to its intersection with the North-South quarter section line of said Section 11 and the West boundary of Demere Landing as recorded in Plat Book 4, page 14, of said public records; thence South 00° 18' 15" East, 164 feet, more or less, along said quarter section line and West boundary of said Demere Landing to the Southwest corner of said Demere Landing and the Northwest corner of Lot 42 of said Naples Groves and Truck Co.'s Little Farms No. 2; thence North 89° 30' 34" East, 330.00 feet along the South boundary of said Demere Landing and the North boundary of said Lot 42; thence South 00° 18' 15" East, 337.30 feet, parallel with the West boundary of said Lot 42, to the South boundary of said Lot 42 and the North boundary of said Gulf Shores; thence South 89° 27' 51" West, 330.00 feet, along the South boundary of said Lot 42 and the North boundary of said Gulf Shores to the Southeast corner of said Lot 42, the Northwest corner of said Gulf Shores and the North-South quarter section line of said Section 11; thence South 00° 18' 15" East, 334.79 feet along said quarter section line and the West boundary of said Gulf Shores to the Point of Beginning.

**LESS AND EXCEPT:**

Commencing at the North 1/4 corner of Section 14, Township 50 South, Range 25 East, Collier County, Florida; thence along the North-South quarter section line of said Section 14, South 00°13'07" East 1001.74 feet to the Point of Beginning of the herein described parcel; thence continuing along the North-South quarter Section line, South 00°13'07" East 329.53 feet; thence South 89° 35'14" West 330.47 feet; thence North 00°13'07" West 329.53 feet; thence North 89°35'14" East 330.47 feet to the Point of Beginning.

**LESS AND EXCEPT THEREFROM** the present or former beds or bottoms of lakes, rivers, canals, or other bodies of water located on or within the lands described herein.



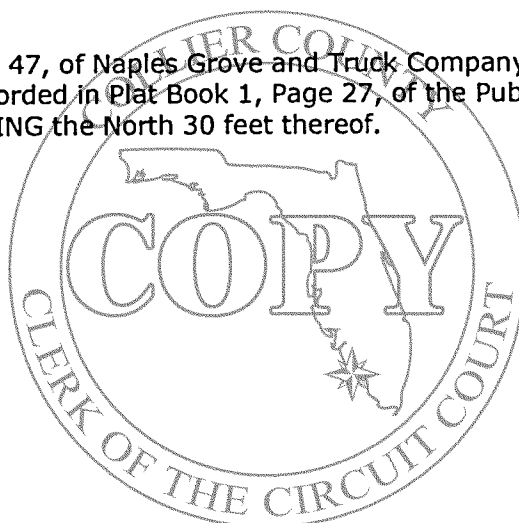
**PARCEL 2:**

A parcel of land lying in the Northwest quarter of Section 14, Township 50 South, Range 25 East, Collier County, Florida and being described as follows:

Commencing at the North 1/4 corner of Section 14, Township 50 South, Range 25 East, Collier County, Florida; thence along the North-South quarter section line of said Section 14, South 00° 13' 02" East, 1001.74 feet to the Point of Beginning of the herein described parcel; thence continuing along the North-South quarter section line, South 00° 13' 02" East, 329.53 feet; thence South 89° 35' 14" West, 330.47 feet; thence North 00° 13' 07" West, 329.53 feet; thence North 89° 35' 14" East, 330.47 feet to the Point of Beginning.

**PARCEL 3:**

The West 140 feet of Lot 47, of Naples Grove and Truck Company's Little Farms No. 2, according to the Plat recorded in Plat Book 1, Page 27, of the Public Records of Collier County, Florida, EXCEPTING the North 30 feet thereof.



THIS INSTRUMENT PREPARED BY  
AND UPON RECORDATION RETURN TO:

**FIRST AMENDMENT TO AGREEMENT REGARDING ANNEXATION  
AND SUPPLEMENTAL DECLARATION FOR WINDSTAR**

THIS FIRST AMENDMENT TO AGREEMENT REGARDING ANNEXATION AND SUPPLEMENTAL DECLARATION FOR WINDSTAR ("First Amendment") is made and entered into as of the \_\_\_\_ day of April, 2013, by and between Windstar on Naples Bay Master Association, Inc., a Florida not-for-profit corporation (the "Windstar Association") and WSC Naples, LLC, a Florida limited liability company, and its successors and assigns ("WSC").

WHEREAS, the Windstar Association and WSC entered into that certain Agreement Regarding Annexation and Supplemental Declaration for Windstar dated March 28, 2013 (the "Supplemental Declaration"); and

WHEREAS, the Windstar Association and WSC desire to modify the terms of the Supplemental Declaration.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Windstar Association and WSC agree as follows:

1. Outside Date for Vote of the Membership. The Windstar Association and WSC agree that the outside date on which the Windstar Association is required to bring the matter of Annexation to a vote of the Membership as referenced in paragraph 20 of the Supplemental Declaration shall be extended from May 15, 2013 to June 15, 2013.

2. Except as expressly modified herein, the Supplemental Declaration shall remain in full force and effect in accordance with its terms.

[SIGNATURES ON THE FOLLOWING PAGES]

IN WITNESS WHEREOF, the Parties hereto have executed this Supplemental Declaration on the date first set forth above.

[Signature]  
Print Name: MMAN UGN

[Signature]  
Print Name: SHERYL LEWIS

WSC NAPLES, LLC, a  
Florida limited liability company, by  
CRS Organization, Inc., its Manager

By: [Signature]  
Name: Robert Stiegele  
Title: Vice President

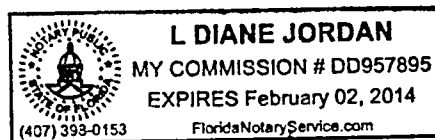
STATE OF FLORIDA )  
COUNTY OF BROWARD )

SS:

The forgoing instrument was acknowledged before me this 12 day of Apr. 1, 2013, by Robert Stiegele, as Vice President of CRS Organization, Inc., as Manager of WSC Naples, LLC a Florida limited liability company, who is personally known to me or who has produced \_\_\_\_\_ as identification.

My commission expires: 2/2/14 [Signature]  
NOTARY PUBLIC, State of Florida at Large

Print Name: L. Diane Jordan



Renee Easley  
Print Name: Renee Easley

WINDSTAR ON NAPLES BAY  
MASTER ASSOCIATION, a Florida not-  
for-profit corporation

[Signature]

By: \_\_\_\_\_  
Name: JOHN W. LLOYD  
Title: PRESIDENT

[Signature]  
Print Name: Kristin Shuman

STATE OF FLORIDA )  
COUNTY OF COLLIER )

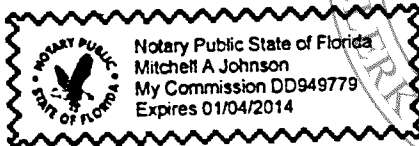
SS: \_\_\_\_\_

The forgoing instrument was acknowledged before me this 12 day of APRIL, 2013, by JOHN LLOYD, as PRESIDENT of Windstar on Naples Bay Master Association, a Florida not-for-profit corporation, who is personally known to me or who has produced \_\_\_\_\_ as identification.

My commission expires: 1/4/14

[Signature]  
NOTARY PUBLIC, State of FL at Large

Print Name: MITCHELL A. JOHNSON



LIMITED JOINDER BY CENTERLINE HOMES, INC. TO ACKNOWLEDGE THIS FIRST AMENDMENT ONLY.

[Signature]  
Print Name: MARY JEN

CENTERLINE HOMES, INC.  
a Florida corporation

[Signature]  
Print Name: SHERYL LEWIS

By: [Signature]  
Name: Robert Stiegele  
Title: Vice President

STATE OF FLORIDA )  
COUNTY OF BROWARD )

SS:

The forgoing instrument was acknowledged before me this 12 day of April, 2013, by Robert Stiegele, as Vice President of Centerline Homes, Inc., a Florida corporation, who is personally known to me or who has produced \_\_\_\_\_ as identification.

My commission expires: 2/2/14

[Signature]  
NOTARY PUBLIC, State of Florida at Large

Print Name: L. Diane Jordan

