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NAPLES FL 34105

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This instrument prepared by:

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AMENDED AND RESTATED NEIGHBORHOOD DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR THE CONDOMINIUMS OF SOUTHPOINTE YACHT CLUB

THIS AMENDED AND RESTATED DECLARATION, is made this 24th day of November, 1997, by SOUTHERN POINTE, INC., a Florida Corporation ("Southern Pointe", "Developer" or "Declarant") and joined in by SOUTHPOINTE NEIGHBORHOOD ASSOCIATION, INC. (the "Neighborhood Association"), EAST SOUND REALTY, INC., an Ohio corporation ("East Sound"), SOUTHPOINTE AT WINDSTAR MARINA ASSOCIATION, INC. (the "Marina Association"), and YACHT HARBOUR COVE AT WINDSTAR CONDOMINIUM ASSOCIATION, INC. (the "Yacht Harbour Cove Association").

WITNESSETH:

WHEREAS, Southern Pointe is the Declarant under the Neighborhood Declaration of Covenants, Conditions, and Restrictions for the Condominiums of Southpointe Yacht Club dated January 16, 1995, and recorded on January 24, 1995, in O.R. Book 2024, Page 224, in the Official Records of Collier County, Florida (the "Declaration"); and

WHEREAS, the Declaration recites that as of January 16, 1995, Southern Pointe was the owner of, or had entered into a binding contract to purchase the real estate located in Collier County, Florida, as described in Exhibit "A" attached thereto, and referred to therein as the "Properties" and that Southern Pointe desired to and did subject that portion of said Properties described in Exhibit "B" attached thereto to the Declaration; and

WHEREAS, Southern Pointe has purchased and now owns or has an interest in a portion of said Properties and has constructed and declared on a portion thereof the condominium known as Yacht Harbour Cove at Windstar, Phase One and Phase Two, per the Declaration of Condominium of record in O.R. Book 2183, Page 1192, as amended and/or supplemented by the instrument recorded in O.R. Book 2331, Page 195, all in the Public Records of Collier County, Florida, and the Yacht Harbour Cove Association is the entity under said Declaration which has the responsibility and authority to operate and administer said condominium; and

WHEREAS, East Sound continues to own the portion of said Properties not yet purchased by Southern Pointe; and

WHEREAS, East Sound has created the "Marina" defined and referred to below on that portion of said Properties defined and referred to below as the "Marina Property"; and

WHEREAS, a clubhouse, dock master's office, swimming pool and other amenities (the "Neighborhood Recreational Facilities") have or are being constructed and located on that portion of said Properties defined and referred to below as the "Island"; and

WHEREAS, certain portions of said Properties defined and referred to in the Declaration as the "Neighborhood Common Areas" or "Neighborhood Association Common Areas", including but not limited to, the Island and the Neighborhood Recreational Facilities, have been conveyed to and are now owned by the Neighborhood Association defined and identified in the Declaration and in Article I below; and

WHEREAS, except for such portion of said Properties which have been purchased by and conveyed to Southern Pointe, the Marina Property, the Island and Neighborhood Recreational Facilities, and the other Neighborhood Common Areas or Neighborhood Association Common Areas which have been conveyed to the Neighborhood Association, the balance of said Properties (the "Balance of the Property"), continue to be owned in fee simple by East Sound; and

WHEREAS, Southern Pointe continues to have a binding contract to purchase the Balance of the Property, but pending the closing thereof and the conveyance of the Balance of the Property to Southern Pointe, the parties desire to withdraw the Balance of the Property from the Declaration and to amend and restate the Declaration as follows; and

WHEREAS, Southern Pointe continues to own at least one (1) "Site" as defined and referred to in the Declaration, or more than one (1) condominium unit (as defined and referred to in the Declaration) on one (1) or more of said Sites, and pursuant to Sections 8.06, 8.08, and 8.11 of the Declaration, Southern Pointe has the right, unilaterally, except for the written consent of East Sound as hereinafter provided, to withdraw the Balance of the Property and amend and restate the Declaration as hereinafter provided; and

WHEREAS, the Declarant, the Neighborhood Association, East Sound and the Marina Association, desire to provide for the preservation and maintenance of the appearance, values and amenities of Neighborhood Common Areas and Neighborhood Recreational Facilities. To this end, the parties desire to subject the real property located in Collier County, Florida described in **Exhibit "A"** attached hereto and made a part hereof, to the terms, conditions, rights and obligations of this Neighborhood Declaration of Covenants, Conditions and Restrictions for the Condominiums of Southpointe Yacht Club, as hereby amended and restated, herein called the "Declaration", desire to create a not-for-profit membership corporation, herein called the "Neighborhood Association", to be given the power and duty of maintaining and administering the Neighborhood Common Areas and Neighborhood Recreational Facilities and enforcing this Declaration, and desire to provide that the Balance of the Property located in Collier County, Florida as described in **Exhibit "B"** attached hereto and made a part hereof shall presently be withdrawn from, but may hereafter be added to the real estate submitted and subjected to this Declaration upon the terms and conditions hereinafter stated.

NOW, THEREFORE, Declarant hereby declares that:

A. All of the real estate located in Collier County, Florida described in Exhibit "A" attached hereto (the "Declared Property") shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding upon all parties having any right, title or interest therein or any part thereof, their heirs, successors, assigns, and grantees, and shall inure to the benefit of such owners thereof.

B. All of the Balance of the Property heretofore subjected to the Declaration or heretofore referred to in the Declaration as the "Properties", and not included within the Declared Property, as the Balance of the Property is described in Exhibit "B" attached hereto, is hereby withdrawn from and shall not be subject to the terms, covenants, conditions, easements or restrictions of the Declaration unless and until the Balance of the Property is hereafter added to the Declared Property and submitted and subjected to the terms of the Declaration as hereinafter provided.

C. If, when, and upon the addition of the Balance of the Property to the Declared Property as hereinafter provided, the Balance of the Property shall be a part of the Declared Property and shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, which are for the purpose as stated above, and which shall run with, the real property and be binding on all parties having any right, title or interest therein or any part thereof, their heirs, successors, assigns, and grantees, and shall inure to the benefit of such owners thereof.

THIS IS NOT A CONDOMINIUM AND THIS DOCUMENT IS NOT INTENDED TO CREATE A CONDOMINIUM OR SUBJECT THE LAND SUBMITTED HEREUNDER TO THE PROVISIONS OF CHAPTER 718 OF THE FLORIDA STATUTES, AND THE NEIGHBORHOOD ASSOCIATION IS NOT INTENDED TO BE AND IS NOT A CONDOMINIUM ASSOCIATION UNDER CHAPTER 718 OF THE FLORIDA STATUTES.

ARTICLE I
DEFINITIONS

1.01 **"Balance of the Property"** or **"Balance of the Properties"** shall mean the real estate in Collier County, Florida, referred to above as the Balance of the Property, and described in Exhibit "B" attached hereto. The Balance of the Property is adjacent to the "Declared Property".

1.02 **"Board of Directors"** or **"Board"** shall mean and refer to the representative body which is responsible for the administration of the Neighborhood Association.

1.03 **"Boat Slip Owner"** shall mean and refer to one or more persons having fee simple record title to any platted lot (a **"Boat Slip"**) depicted and described in the plat for Southpointe at Windstar Marina, recorded in Plat Book 23, Pages 88 through 90, of the Public Records of Collier County, Florida.

1.04 **"Condominium Association"** shall mean a not-for-profit corporation, the membership of which is comprised of the unit owners in a condominium within a Neighborhood. One Condominium Association, Yacht Harbour Cove at Windstar Condominium Association, Inc., is in existence in the development. Others may come into existence if the Balance of the Properties is added and development progresses.

1.05 **"Declared Property"** or **"Declared Properties"** shall mean and refer to the real estate in Collier County, Florida described in Exhibit "A" attached hereto and made a part hereof, and any portion or portions of the Balance of the Property as are added thereto and subjected to this Declaration, from time to time, as hereinafter provided.

1.06 Unless and until East Sound records an instrument terminating Southern Pointe's rights as **"Declarant"** or **"Developer"** as hereinafter provided, the term **"Declarant"** or **"Developer"** shall mean and refer to Southern Pointe. If Southern Pointe fails to purchase the Balance of the Properties and record the deed of conveyance therefor from East Sound in the Public Records of Collier County, Florida on or before January 21, 1998, at any time thereafter East Sound may unilaterally record an instrument in the Public Records of Collier County, Florida, terminating the rights of Southern Pointe as **"Declarant"** or **"Developer"** and appointing a successor Declarant or Developer, which may be itself or any other person or entity determined by East Sound. Any such successor Declarant or Developer shall succeed to and have

all of the same rights, privileges, benefits, duties and obligations of the former Declarant or Developer. The term **"Declarant"** or **"Developer"** shall not include any person or entity who purchased a Site from Southern Pointe or, after the termination of the rights of Southern Pointe as **"Declarant or Developer"**, the successor Declarant or Developer, unless such purchaser is specifically assigned some or all rights as Declarant or Developer. Provided, however, prior to the time that Southern Pointe purchases the Balance of the Properties as evidenced by the recordation of a deed thereto in the Public Records of Collier County, Florida, no purchaser or assignee from Southern Pointe shall be assigned or have any rights as **"Declarant"** or **"Developer"**.

1.07 **"Family"** means two or more persons, each of whom is related to each of the others by blood, marriage, or by adoption, or not more than two (2) persons not so related who reside together as a single housekeeping unit.

1.08 **"Guest"** means any person who is physically present in, or occupies a Unit or a Site or a Boat Slip at the invitation of the Unit Owner without the payment or consideration of rent.

1.09 **"Institutional Mortgagee"** shall mean and refer to the holder of a first mortgage against a Unit or a Site which holder is a bank, savings and loan association, real estate or mortgage investment trust, pension or profit sharing trust, the Federal Housing Administration, the Veterans Administration, any agency of the United States of America, or by any other public or private corporation engaged in the business of guaranteeing or insuring residential first mortgage loans, and their successors and assigns, or any entity recognized in the community as an institutional lender. The mortgage may be placed through and closed in the name of a mortgage broker.

1.10 **"Island"** shall mean Tract E as set forth and described as Tract "E" of the plat of Southpointe at Windstar Marina recorded in Plat Book 23, Pages 88 through 90, Public Records of Collier County, Florida, including the clubhouse, swimming pool, dock master office, and other amenities located or to be located thereon (except for those that are the sole responsibility of the Marina Association).

1.11 **"Marina"** or **"Marina Property"** shall mean and refer to The Southpointe at Windstar Marina, as per the Declaration of Covenants, Conditions, and Restrictions for The Southpointe at Windstar Marina recorded in Official Records Book 1995, Page 503, Public Records of Collier County, Florida, and the plat of Southpointe at Windstar Marina recorded in Plat Book 23, Pages 88 through 90, in the Public Records of Collier County, Florida. It shall include all docks, piers and other structures located below the mean high water line, the sole responsibility for which shall belong to the Marina Association.

1.12 **"Marina Parking"** shall mean and refer to the westerly fifteen (15) parking spaces of the thirty (30) parking spaces located on Tracts A and B as more particularly depicted on Exhibit "C", the allocation and use of which among Boat Slip Owners shall be

governed by the Marina Association.

1.13 **"Member"** shall mean and refer to all Owners of Sites in the Declared Properties. If a Site is submitted to condominium ownership, the Condominium Association shall be the Member.

1.14 **"Neighborhood"** shall mean and refer to each separately developed and designated areas comprised of one (1) or more housing types subject to this Declaration, which are also governed by an additional condominium association. The Developer has created one residential Neighborhood in the Declared Property as mentioned in Section 1.04. If the Balance of the Property is added and subjected to this Declaration, an additional Neighborhood or Neighborhoods may be created.

1.15 **"Neighborhood Assessments"** shall mean assessments for common expenses provided for herein or any subsequent amendment which shall be used for the purposes of promoting the recreation, benefit and enjoyment of the owners and occupants of a particular Neighborhood and of maintaining the Declared Properties or Neighborhood Common Areas within a particular Neighborhood, all as may be specifically authorized from time to time by the Board of Directors of the Neighborhood Association.

All Neighborhood Assessments shall be levied against all Sites in the particular Neighborhood benefitting from services provided thereto.

Assessments due to the Association as more fully provided for herein shall be paid by each Condominium Association and the Marina Association.

1.16 **"Neighborhood Association"** shall mean and refer to SouthPointe Neighborhood Association, Inc., a Florida non-for-profit corporation, its successors and assigns.

1.17 **"Neighborhood Common Areas"** or **"Neighborhood Association Common Areas"** shall mean all real property to be owned by the Neighborhood Association for the common use and enjoyment of the Unit Owners and Boat Slip Owners, their agents, assigns, employees and invitees, including the Neighborhood Recreational Facilities and any other recreational facilities and other attendant facilities designated as such by the Declarant. The Neighborhood Association Common Areas include all land which is subject to this Declaration and which is designated as such less and excepting the Sites which have been reserved by Declarant for development of condominiums and the Marina, its common areas and amenities. The Neighborhood Association Common Areas also do not include any area which is specifically reserved in a recorded instrument executed by Developer or East Sound to a certain condominium or any Boat Slips or Common Areas of the Marina. All of the Neighborhood Association Common Areas shall be deeded to the Neighborhood Association as hereafter provided.

1.18 **"Owner"** shall mean and refer to the record Owner, whether one or more persons or entities, of the fee simple title to any Site situate upon the Properties prior to the time the Site is submitted to condominium ownership but shall not mean or refer to any mortgagee unless and until any such mortgagee has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure.

1.19 **"Primary Occupant"** shall mean the natural person approved for occupancy when title to a condominium unit on the Site is held in the name of a trustee or a corporation or other entity which is not a natural person.

1.20 **"Single Family"** shall mean a family unit comprised of the owners, spouse, children, parents, brothers, sisters, grandchildren and other person permanently co-habitating with the Owner as or together with the Owner as a primary occupant.

1.21 **"Site"** shall mean and refer to a part of the Declared Property submitted or intended by Developer to be submitted to condominium ownership.

1.22 **"Turnover"** shall mean and refer to the date on which all Developer appointed directors resign and the Association is turned over to members other than Developer by the Developer.

1.23 **"Unit Owner"** shall mean and refer to one or more persons having fee simple record title to any condominium unit situated on the Properties but shall not mean or refer to any mortgagee unless and until any such mortgagee has acquired title pursuant to foreclosure or any proceedings in lieu of foreclosure.

ARTICLE II
ADDITION OF THE BALANCE OF THE PROPERTY

2.01 Simultaneously with the recording of a deed of conveyance from East Sound to Southern Pointe in the Public Records of Collier County, Florida, the Balance of the Property shall be deemed to be added to the Declared Property and submitted and subjected to this Declaration and from and thereafter shall be held, sold and conveyed subject to the easements, restrictions, covenants, conditions and terms hereof.

2.02 If no deed of conveyance for the Balance of the Property from East Sound to Southern Pointe is so recorded on or before January 21, 1998, then at any time thereafter, East Sound or any assignee/grantee of the Balance of the Property from East Sound may, but shall not be obligated, to add all, or from time to time, portions of the Balance of the Property to the Declared Property by the execution of a written instrument signed only by East Sound or the then owner of the Balance of the Property or portions thereof being added and submitted to this Declaration, and the recording thereof in the Public Records of Collier County, Florida. From and thereafter, the Balance of the Property or such portion or portions thereof being added to the Declared Property shall be deemed so added and submitted to this Declaration and shall be held, sold and conveyed subject to the easements, restrictions, covenants, conditions and terms hereof.

2.03 **Neither East Sound, nor any successor or assignee/grantee of East Sound to the Balance of the Property or any portion thereof, other than Southern Pointe shall be obligated to add or submit the Balance of the Property to the Declared Property and this Declaration. There is no assurance that the Balance of the Property will be added to the Declared Property and submitted to this Declaration. If a Deed to the Balance of the Property from East Sound to Southern Pointe is not recorded in the Public Records of Collier County, Florida on or before January 21, 1998, East Sound, or any subsequent owner of the Balance of the Property or any portion or portions thereof, may at any time or times thereafter, terminate the right to add the Balance of the Property or any portion or portions thereof to the Declared Property by recording an instrument to that effect signed only by the then owner of the Balance of the Property or such portion or portions thereof in the Public Records of Collier County, Florida.**

ARTICLE III
PROPERTY RIGHTS

3.01 Every Member, Unit Owner, and Boat Slip Owner shall have a right and non-exclusive easement of enjoyment in, over and to the Declared Property and the Neighborhood Association Common Areas together with a non-exclusive easement of ingress and egress over the private roadways, walkways, and bridges located thereon, which right and easement of enjoyment shall be appurtenant to and shall pass with title to every Site and Boat Slip subject to the following provisions:

A. The right of the Neighborhood Association to charge all Members reasonable fees for the upkeep, maintenance and repair of the Neighborhood Association Common Areas, equipment or structures situated upon the Neighborhood Association Common Areas.

B. The right of the Declarant or the Neighborhood Association to dedicate, or transfer or grant an easement or property rights to all or any part of the Neighborhood Association Common Areas to any public agency, authority, or utility or other person or entity for such purpose and subject to such conditions as may be agreed to by the parties.

C. The right of the Board of Directors of the Neighborhood Association to promulgate, modify, amend and enforce reasonable rules and regulations relating to the use and enjoyment of the Neighborhood Association Common Areas.

D. Utility easements are hereby reserved throughout the Declared Properties as may be required to adequately serve the Declared Properties.

E. Easements for ingress and egress and rights-of-way are reserved for pedestrian traffic over, through, on and across all Neighborhood Association Common Areas designated for such purpose and upon all sidewalks, paths, walkways, bridges, lanes and avenues, as the same from time to time exist upon the Neighborhood Association Common Areas and Neighborhood Common Areas as from time to time may be installed for such purposes.

F. Notwithstanding any other provision of this Declaration, to the contrary, Boat Slip Owners shall (unless a Boat Slip Owner is also a Unit Owner) be permitted to use only, but all, of the Neighborhood Association Common Areas and any other facilities designed and intended for ingress, egress, parking, and use in connection with the Marina and the Island, including the bridge, paths, the clubhouse, dock master's office, swimming pool, and other Neighborhood Recreational Facilities located thereon.

G. The Marina Association shall have the exclusive right to use the "Dockmaster's Premises" within the building on the Island and the Marina Parking on Tracts A and B as more particularly depicted in Exhibit "C", subject to such reasonable rules and regulations as may be adopted from time to time by the Neighborhood Association. The Marina Association shall pay to the Neighborhood Association the sum of $350.00 per month for this right. The Neighborhood Association may only increase this amount to compensate for any increase in actual cost pertaining to the Island and Marina parking, which shall in no event exceed any cumulative increase in the cost of living as prescribed by the Consumer Price Index (CPI-U) over that prevailing on January 1, 1996.

3.02 Any Unit Owner or Boat Slip Owner may delegate, in accordance with and subject to the By-Laws and this Declaration, his right of enjoyment to the Neighborhood Association Common Areas and facilities to the members of his family, his tenants, invitees or contract purchasers who reside in such Unit Owner's condominium unit or such Boat Slip Owner's Boat Slip.

3.03 The Declarant shall not be required to convey the legal and equitable title and ownership to the Neighborhood Association Common Areas or any part thereof until turnover. Declarant may convey title, and the Neighborhood Association shall accept title at any time prior to the Declarant's conveyance of the last Site or condominium unit located thereon owned by the Declarant, at Declarant's sole option.

3.04 There shall be no judicial partition of the Neighborhood Association Common Areas or Neighborhood Common Areas, nor shall Declarant, or any Owner, Member, Boat Slip Owner, or any other person acquiring any interest in the Declared Properties or any part thereof seek judicial partition thereof. However, nothing contained herein shall be construed to prevent judicial partition of any Site owned in co-tenancy.

3.05 Within the easements for installation and maintenance of utilities and any drainage facilities, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may damage, interfere with, or change the direction of flow of drainage facilities in the easements.

OR: 2381 PG: 1868

3.06 No Owner of any Site or Boat Slip may take any action or use any Site or Boat Slip in any manner which would violate any resolution entered into by and between Declarant and Collier County, or violate any zoning ordinances or state and federal laws which governs the Properties within this project.

3.07 Neither the Marina Association, any Boat Slip Owner, nor any Unit Owner, Owner of any Site, nor any condominium association for a Site may plant, or allow to remain upon a Site, any of the following nuisance vegetation. Melaleuca, Australian Pine, Brazilian Pepper, Cuban Laurel or Downy Rose Myrtle.

ARTICLE IV
MEMBERSHIP AND VOTING RIGHTS; TURNOVER

4.01 Every person or entity who is a record fee simple Owner of a Site, or, after a Site is submitted to condominium ownership, the condominium association for the Site, and the Marina Association, shall be a Member of the Neighborhood Association. However, any person or entity who holds such interest only as security for the performance of an obligation shall not be a Member. If any Owner is not a natural person, the subject entity shall designate a natural person and such natural person shall exercise that Member's membership rights. Membership by an Owner shall be appurtenant to, and may not be separated from ownership of any Site. When any Site is owned of record by two (2) or more persons or other legal entity, all such persons or entities shall be Members. The Declarant shall also be a member so long as it owns any portion of the Properties.

4.02 The Members of the Neighborhood Association other than the Marina Association shall be entitled to one (1) vote for each number of condominium units located within (or, prior to submission to condominium ownership, planned by Developer to be located within) each Site owned by them. The Marina Association shall be entitled to seventy-two (72) votes (one for each Boat Slip) on all matters pertaining to the Island, Marina Parking, access easements to and from the Marina, the Island, and Marina Parking or any amendment to this Declaration as to which any condominium association is entitled to vote. The Marina Association shall have no other voting rights. The vote appurtenant to a Site shall not be divisible.

4.03 Notwithstanding anything to the contrary, until Turnover, the affairs of the Neighborhood Association shall be managed by a Board of three (3) directors who shall be appointed by the Declarant. If the Declarant rights of Southern Pointe are terminated as provided above, or if any successor Declarant assigns its Declarant's rights, any successor Declarant shall have the right to remove the Directors appointed by the previous Declarant and appoint successor directors to serve until Turnover.

4.04 Prior to, or not more than sixty (60) days after Unit Owners other than the Declarant own all of the condominium units planned for the Declared Properties, the Declarant shall relinquish control of the Neighborhood Association. Simultaneously, the Declarant shall

OR: 2381 PG: 1869

deliver to the Neighborhood Association all property of the Neighborhood Association held or controlled by the Declarant. The Declarant may turn over control of the Neighborhood Association to Members other than the Declarant prior to the above time period, in its sole discretion, by causing all of its appointed Directors to resign, whereupon it shall be the affirmative obligation of the Members other than the Declarant to elect Directors and assume control of the Neighborhood Association. Provided at least thirty (30) days notice of Declarant's decision to cause its appointees to resign is given to Members, neither the Declarant, nor such appointees shall be liable in any manner or in connection with such resignations even if Members other than the Declarant refuse or fail to assume control.

ARTICLE V
COVENANTS FOR MAINTENANCE ASSESSMENT

5.01 Subject to the provisions of Article V, Section 5.11 herein, each Owner of any Site including any purchaser at a judicial sale, or, after a Site is submitted to condominium ownership, the condominium association for the Site, and also the Marina Association, shall hereafter be deemed to covenant and agree to pay to the Neighborhood Association maintenance assessments or charges, and any special assessments to be fixed, established and collected from time to time as hereinafter provided. All such assessments, together with interest thereon from thirty (30) days after the due date at the highest rate as allowed by law, costs and reasonable attorneys' fees, shall be the individual obligation of the Member. No Member may waive or otherwise escape liability for the assessment provided for herein by non-use of the Neighborhood Association Common Areas, or by abandonment, or otherwise.

5.02 The annual and special assessments of the Neighborhood Association as determined by the Board of Directors of the Neighborhood Association shall be levied by the Neighborhood Association and shall be collected as provided for herein to be used exclusively for the purpose of promoting the betterment of the Declared Properties including but not limited to the following:

A. Improvements, maintenance, management and repair of the Neighborhood Association Common Areas, including but not limited to, the cost of maintaining the amenities and attendant facilities.

1. All streets, parking areas, walkways and sidewalks, to the extent that such improvements are a part of the Neighborhood Association Common Areas, including but not limited to, all amenities and attendant facilities;

2. All landscaped areas including lawns, shrubs, trees and other plantings located on Neighborhood Association Common Areas, including but not limited to all amenities and attendant facilities;

OR: 2381 PG: 1870

3. All equipment, improvements and facilities owned or acquired by the Neighborhood Association located on the Neighborhood Association Common Areas, including but not limited to, the swimming pool and other amenities on the Island on which the swimming pool is to be located.

4. All wetlands, lakes and upland vegetation areas designated by Developer as Neighborhood Association Common Areas, amenities and attendant facilities.

5. Nonpotable water, sewer service, electrical lighting, directional signage and other necessary utility services for the Neighborhood Association Common Areas, amenities and attendant facilities;

6. Maintenance and repair of all storm drains, drainage courses, drainage easements, sprinkler systems in the Neighborhood Association Common Areas, amenities and attendant facilities.

7. The control of exotic vegetation and annual removal thereof within the Neighborhood Association Common Areas;

8. Maintenance of walls (including seawalls), docks, or marina areas, fences, signs and entry gates and related facilities that are part of or appurtenant to improvements and constructed on the Neighborhood Association Common Areas, amenities and attendant facilities.

B. Hiring management companies and payment of management fees and charges and hiring of personnel relating to Neighborhood Association administration, maintenance of amenities and attendant facilities and operation and maintenance of any limited access facility located at the entries, if any;

C. Fire insurance covering the full insurable replacement value of the Neighborhood Association Common Areas with extended coverage, if reasonably available;

D. Liability insurance if reasonably available insuring the Neighborhood Association against any and all liability to the public, to any Boat Slip Owner, Owner or Unit Owner, or to the Boat Slip Owner's, Owner's or Unit Owner's family members, guests, invitees, or tenants arising out of their occupation and/or use of the Neighborhood Association Common Areas, amenities and attendant facilities. The policy limits shall be set by the Neighborhood Association and shall be reviewed at least annually and increased or decreased in the discretion of the Neighborhood Association.

OR: 2381 PG: 1871

E. Workmen's compensation insurance to the extent necessary to comply with Florida Statutes, directors and officers liability insurance for the directors and officers of the Neighborhood Association, and any other insurance deemed necessary by the Board;

F. Acquisition of equipment of the Neighborhood Association Common Areas, amenities and attendant facilities as may be determined by the Neighborhood Association including, without limitation, all equipment and personnel necessary or proper for use or maintenance of the Neighborhood Association Common Areas, amenities and attendant facilities.

G. Any other materials, supplies, equipment, labor, management, supervision, services, personnel, repairs, structural alterations, insurance, taxes or assessments which the Neighborhood Association is required to secure or pay pursuant to the terms of this Declaration or by law, or which shall be necessary or proper in the opinion of the Board for the operation of the Neighborhood Association Common Areas, amenities and attendant facilities, for the benefit of the Owners and for the betterment of the Properties, or for the enforcement of these restrictions;

H. Establishment of reserve accounts as needed for capital expenditures and deferred maintenance for the Neighborhood Association Common Areas, amenities and attendant facilities.

5.03 The Marina Association shall pay as its portion of regular assessments, thirty dollars ($30.00) per month for each Boat Slip (of which there are 72) that is not owned by a Unit Owner. The Neighborhood Association may only increase this amount to compensate for any increase in actual cost pertaining to the Island and Marina Parking, which shall in no event exceed any cumulative increase in the cost of living as prescribed by the Consumer Price Index (CPI-U) over that prevailing on January 1, 1996. This assessment shall be paid annually commencing on January 1, 1995. If the improvements to the Island are not completed as of January 1, 1995, the assessment shall be prorated based on the date of substantial completion as evidenced by a Certificate of Occupancy.

5.04 All other regular assessments for items pertaining to the Neighborhood Association Common Areas shall be allocated to each Member (other than the Marina Association) in accordance with the number of condominium units located within (or, prior to submission to condominium ownership, planned by Developer to be located within) each Site on the Declared Properties in relation to all condominium units located and planned by Developer to be located within the Declared Properties.

5.05 In addition to the annual assessments, the Neighborhood Association may levy in any assessment year a special assessment applicable to that year only, for reconstruction, unexpected repair or replacement of a capital improvement as approved by the Board of the Neighborhood Association, including the necessary fixtures and personal property related thereto. All special assessments shall be allocated as follows:

OR: 2381 PG: 1872

A. To the Marina Association, an amount equal to a fraction, the numerator of which is the number of Boat Slips not owned by Unit Owners and the denominator of which is the number of all condominium units located within and planned by the Developer to be located within the Declared Properties plus the number of Boat Slips not owned by Unit Owners, such fraction then being multiplied by the amount of the special assessment.

B. The balance of the special assessment shall be allocated to Members other than the Marina Association in proportion to the number of condominium units located within (or prior to submission to condominium ownership, planned by Developer to be located within) each Site on the Declared Properties in relation to all condominium units located within and planned by Developer to be located within the Declared Properties.

5.06 In addition to the annual assessments owed to the Neighborhood Association for maintenance of Neighborhood Association Common Areas as described above, the Neighborhood Association may levy assessments for improvements, maintenance, management and repair of certain condominium common areas, including but not limited to the cost of maintaining the amenities and attendant facilities located in a condominium as follows:

A. All streets, exterior parking areas and sidewalks, to the extent that such improvements are a part of the condominium common areas, including but not limited to all amenities and attendant facilities.

B. All landscaped areas including lawns, shrubs, trees and other plantings located on condominium common areas, including but not limited to, amenities and attendant facilities.

C. All equipment and facilities owned by or required by the Neighborhood Association located on the condominium common areas including but not limited to, all amenities and attendant facilities.

D. Nonpotable water, exterior directional signage and related utility services for the exterior condominium common areas.

E. Maintenance and repair of all storm drains, drainage courses, drainage easements, and sprinkler systems in the condominium common areas, amenities and attendant facilities.

Said assessments applicable to individual common areas shall be assessed to the affected condominium association which shall remit the assessment to the Neighborhood Association pursuant to such procedures as may be adopted by the Neighborhood Association. Each condominium shall be responsible for collecting its own assessments as they relate to the individual condominium. Sums collected or to be collected by a condominium association on behalf of the Neighborhood Association shall be deemed a common expense of the collecting condominium association.

OR: 2381 PG: 1873

5.07 As to all Members other than the Marina Association, the assessments for which provision is herein made shall be paid quarterly, in advance, or as fixed by the Board of Directors of the Neighborhood Association to be the date of commencement. The first annual assessment shall be adjusted according to the number of months remaining in the fiscal year.

5.08 The Board of the Neighborhood Association shall fix the date of commencement, and the amount of the assessments against each Site for each assessment no later than thirty (30) days in advance of such date or period. The Board shall hold a budget meeting at which the budget shall be adopted and shall mail to or serve on all Members a copy of the proposed budget no less than fourteen days prior to such assessments applicable thereto which shall be kept in the office of the Neighborhood Association and shall be open to inspection by any Member. For the annual assessments, the commencement date shall be January 1 of each year. Not later than seven (7) days after fixing the date of commencement and amount of assessments, the Neighborhood Association shall notify Members by sending written notice of such commencement date and amount to all Members which notice shall be conclusive as to delivery to Members. The Neighborhood Association shall, on demand, and for a reasonable charge, furnish to any Member liable for said assessment a certificate in writing signed by an officer of the Neighborhood Association setting forth whether said assessment has been paid. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

5.09 If any Member fails to remit sums due to the Neighborhood Association, the Neighborhood Association shall have a lien on the Member's Site for payment of said sums. If any assessment is not paid within forty-five (45) days from its due date as determined by the Board of the Neighborhood Association, the Neighborhood Association may, at any time thereafter, record a lien against said Site in the Public Records of Collier County, Florida, and bring an action to foreclose the lien in a like manner as a foreclosure of a mortgage on real property and/or a suit on the personal obligation against the Member(s), and there shall be added to the amount of such assessment the cost of any such action (including a reasonable attorney's fee), and in the event a judgment is obtained, such judgment shall include interest on the assessment as above provided and a reasonable attorney's fee to be fixed by the Court, together with costs of the action.

5.10 The lien of the assessment for which provision is herein made as well as in any other Article of this Declaration shall be subordinate to the lien of any first mortgage to an Institutional Mortgagee unless the Claim of Lien is recorded prior to the mortgage. Such subordination shall apply only to the assessments which have become due and payable prior to a sale or transfer of such Site(s) pursuant to a decree of foreclosure, and in any other proceeding in lieu of foreclosure and shall relieve any Site(s) neither from liability for any assessments thereafter becoming due, nor from the lien of any subsequent assessment.

5.11 The following property subject to this Declaration shall be exempted from the assessments, charges and liens created herein:

OR: 2381 PG: 1874

A. All properties to the extent of any easement or other interest therein dedicated and accepted by Collier County and devoted to public use.

B. All Neighborhood Association Common Areas as defined in Article I, above.

5.12 Notwithstanding any provision of this Declaration or the Neighborhood Association's Articles or By-Laws to the contrary, the Declarant shall not be obligated for, nor subject to, any annual or special assessment for any Site which it may own, provided the Declarant shall be responsible for paying the difference between the Neighborhood Association's expenses of operation otherwise to be funded by annual assessments and the amount received from Members other than the Declarant, in payment of the annual assessments levied against them. Such difference, herein called the "deficiency", shall not include any reserve for replacement, operating reserves, depreciation reserves, capital expenditures or special assessments. Declarant shall not be responsible for any reserve for replacement, operating reserves, depreciation reserves, capital expenditures or special assessments.

5.13 The Declarant may at any time give sixty (60) days written notice to the Neighborhood Association terminating its responsibility for the deficiency and waiving its right to exclusion from annual assessments. Upon giving such notice, each Site owned by the Declarant and subject to assessments shall thereafter be assessed the annual assessment established for Sites owned by Members other than Declarant, except that Declarant's responsibility for payment of reserves shall be as set forth in Section 5.12 above.

ARTICLE VI
USE RESTRICTIONS

Common Areas as referred to in this Article refer to Neighborhood Association Common Areas and all Neighborhood Common Areas.

6.01 No trade, business, profession or other type of commercial activity may be conducted on any part thereof. However, this provision in no way affects the Dock Master's facility on the Property.

6.02 There is no restriction on use by children. Children shall be closely supervised at all times by an adult to insure that they do not become a source of annoyance to other residents. The Board of Directors shall at all times have the authority reasonably to require that the Boat Slip Owners, Unit Owners, lessees, guests or other adult who is responsible for a particular child remove him or her from any Common Areas if the child's conduct is such that the Board believes this action is necessary. In no event shall children under the age of ten (10) years be permitted in a pool area or other recreational areas unless accompanied by an adult.

OR: 2381 PG: 1875

6.03 No tents, trailers, shacks or similar structures, tanks or temporary or accessory buildings or structures shall be erected or permitted to remain without the written consent of the Declarant or of the Neighborhood Association after Declarant has conveyed the last Site which Declarant owns in the Properties.

6.04 No aerial antenna or satellite dish shall be placed or erected upon any Site, or affixed in any manner to the exterior of any building in the Properties except aerial antenna or satellite dishes which service the entire project and are used in connection with providing cable television to the residential dwelling within the development.

6.05 No boats, trucks, recreational vehicles or other motor vehicles, except four-wheel passenger automobiles or vans, as determined by the Board of Directors of the Neighborhood Association shall be placed, parked or stored upon any Neighborhood Common Areas, nor shall any maintenance or repair be performed upon any boat or motor vehicle not owned or controlled by the Neighborhood Association or the Declarant in the Declared Properties, except within a building where totally isolated from public view, or in Boat Slips or other areas designated by the Neighborhood Association or Marina Association for such use.

6.06 No portion of any of the Neighborhood Common Areas shall be used as a drying or hanging area for laundry of any kind.

6.07 No animals, livestock or poultry of any kind shall be raised, bred or kept on any of the Neighborhood Common Areas. No pets are permitted in any Neighborhood Common Area except for areas specifically designated by the Board of Directors. Each pet owner shall be responsible for the removal and disposal of their pet's body waste. The ability to have such a pet is a privilege, not a right, and the Board of Directors is empowered to order and enforce the removal of any pet which, in the opinion of the Board of Directors, becomes a source of annoyance to other residents. Animals must be leashed at all times when on the Neighborhood Common Areas, and no animal shall be allowed to run loose at any time or become a nuisance.

6.08 Nothing shall be done or maintained on the Common Areas which may be or become unsightly or a nuisance. In the event of a dispute or question as to what may be or become unsightly or a nuisance, such dispute or question shall be submitted in writing to the Neighborhood Association whose decision shall be dispositive of such dispute or question.

6.09 No signs shall be displayed to public view on the Neighborhood Common Areas except a sign identifying the Declared Properties, Sites, Marina, street or traffic control signs, or except as placed by the Declarant.

6.10 The sale, rental or other disposition of Units in the Declared Properties is essential to the establishment and welfare of the Declared Properties as an on-going residential community. In order that the development of the Declared Properties be completed and the Declared Properties established as a fully occupied residential community as soon as possible,

OR: 2381 PG: 1876

nothing in this Declaration shall be understood or construed to prevent the Declarant, Declarant's transferees or employees, agents and assigns, contractors or subcontractors of Declarant, or of Declarant's transferees from doing whatever they may determine to be reasonable, necessary or advisable for the completion of the work and the sale and establishment of the Declared Properties as a residential community. As used in this Section, the words "its transferees" specifically exclude purchasers of Units. Except for the Declarant, Unit Owners shall not be allowed to place any signage on any Neighborhood Common Areas that advertise any Unit for sale or for lease.

ARTICLE VII
EASEMENTS FOR MAINTENANCE, CONSTRUCTION AND REPAIR

7.01 The Declarant hereby reserves unto itself, its agents, employees, invitees and assigns, and for the benefit of the Neighborhood Association, and the Neighborhood Association's agents, employees, invitees and assigns, a non-exclusive easement for ingress and egress over the Neighborhood Association Common Areas, condominium common areas and any Site located in the Declared Properties in order to gain access to the Neighborhood Association Common Areas, condominium common areas, recreational facilities and attendant facilities and individual Sites, in order to discharge its duties to construct, maintain and repair the Neighborhood Association Common Areas, and for the purpose of maintaining the Declared Properties by the Neighborhood Association in a manner consistent with the Neighborhood Association's maintenance obligations of the Neighborhood Association Common Areas, condominium common areas or rights provided herein.

7.02 Each Site, the Neighborhood Association Common Areas, the condominium common areas and the Declared Properties hereby are made subject to easements for construction, development repair and maintenance of utilities, systems and facilities (including, but not limited to, fire and police protection, garbage and trash removal, water and sewage system, electric and gas service, drainage, telephone, roadways and driveways and lake maintenance) and the utilities and applicable governmental agencies having jurisdiction thereover and their employees and agents shall have the right of access to any portion of the Declared Properties or in furtherance of such easements.

7.03 The Declarant reserves the right, for itself and its designee (so long as Declarant or said designee owns a Site or Unit in the Declared Properties) without joinder or consent of any person or entity whatsoever, to create and/or grant such additional easements of construction, maintenance, repair and use of, as an illustration, but not limited to, irrigation, wells and pumps, cable television, television antennas, electric, gas, water drainage or other utility easement, or to relocate any easement in any portion of the property as the Declarant shall deem necessary or desirable for the proper development, operation and maintenance of the Declared Properties, or any portion thereof, provided that such additional utilities or the relocation of existing utilities will not prevent or unreasonably interfere with the use of any Site for permitted purposes.

OR: 2381 PG: 1877

ARTICLE VIII
FINES

8.01 Every Site Owner, Unit Owner, and Boat Slip Owner and their tenants, guests, invitees and agents shall comply with any and all rules and regulations as the same exist and as may be adopted in the future by the Board of Directors of the Neighborhood Association.

8.02 Failure to comply with such rules and regulations shall be grounds for immediate action which may include, without limitation, an action to recover damages, an action for injunctive relief, or any combination thereof.

8.03 In addition to all other remedies, in the sole discretion of the Board of Directors of the Neighborhood Association a fine or fines may be imposed upon a Site Owner, Unit Owner, or Boat Slip Owner for failure of a Site Owner, Unit Owner, or Boat Slip Owner, their tenants, family members, guests, invitees, agents, employees, or Primary Occupant to comply herewith or with any rules or regulations provided the following procedures are followed:

A. The Board of Directors of the Neighborhood Association shall notify the Site Owner, Unit Owner, or Boat Slip Owner of the infraction or infractions. Included in the notice shall be the date and time of a special meeting of the Board, at which time the Site Owner, Unit Owner, or Boat Slip Owner may present reasons why penalties should not be imposed. At least six (6) days written notice of such meeting shall be given.

B. The facts of non-compliance or violation shall be presented to the Board after which the Board shall hear reasons why penalties should not be imposed. A written decision of the Board of Directors shall be submitted to the Site Owner, Unit Owner, or Boat Slip Owner not later than ten (10) days after the hearing.

C. The Board may impose a fine against the Site Owner, Unit Owner, or Boat Slip Owner as follows:

1. First non-compliance or violation: a fine not in excess of twenty-five dollars ($25.00).

2. Second and subsequent non-compliances or violations: fines not in excess of fifty dollars ($50.00).

D. Fines shall be paid not later than five (5) days after notice of the imposition of same. A late fee of ten dollars ($10.00) shall be added to any fines that are not paid on a timely basis. The prevailing party in any legal action to collect a delinquent fine shall be entitled to recover

OR: 2381 PG: 1878

reasonable attorney's fees. Interest shall accrue at 18% per annum or the highest legal rate, whichever is less, on all fines more than five (5) days past due.

E. No fine shall become a lien against a Site, Unit or Boat slip unless reduced to a judgment.

F. All Unit Owners and all Boat Slip Owners shall be responsible for the payment of any fines, late fees, interest, and attorneys' fees dues as a result of violations by guests, family members, or invitees.

G. The fines provided for herein shall not be construed to be an exclusive remedy of the Neighborhood Association and shall exist in addition to all other rights and remedies to which the Neighborhood Association may be otherwise legally entitled; however, any fine paid by the offending Site Owner, Unit Owner, or Boat Slip Owner shall be deducted from or offset against any damage which the Neighborhood Association may otherwise be entitled to recover by law.

ARTICLE IX
GENERAL PROVISIONS

9.01 No amendment may be made to the Declaration that materially and adversely affects the rights and obligations of Boat Slip Owners or the Marina Association without the prior written consent of the Marina Association and, as long as it owns any Boat Slips, East Sound. No amendment to the declarations made just before Article I hereof, Article I hereof, Article II hereof, Section 3.03 hereof, Article IV hereof, Article V hereof, Article VII hereof, or Article IX hereof shall be made without the written consent of East Sound.

9.02 Any awards for the taking of all or any part of the Neighborhood Association Common Areas by condemnation or eminent domain shall be used to make the remaining portion of the Neighborhood Association Common Areas usable in the manner approved by the Board of Directors of the Neighborhood Association. The balance of such awards, if any, shall be distributed to the Members in accordance with their respective shares of the annual assessments.

9.03 The covenants, restrictions, easements, terms and provisions of this Declaration shall run with and bind the Declared Properties and shall bind and inure to the benefit of and be enforceable by the Declarant, East Sound, the Neighborhood Association, the Marina Association, the Condominium Associations, or the Owner of any Site prior to its submission to the condominium ownership subject to this Declaration, their respective legal representatives, heirs, successors and assigns, for a term of fifty (50) years from the date this Amended and Restated Declaration is recorded, after which time said covenants and restrictions shall automatically be extended for successive periods of ten (10) years unless an instrument

OR: 2381 PG: 1879

signed by the then Owners of two-thirds (2/3) of the voting interest of the Members has been recorded, agreeing to change or terminate said covenants and restrictions in whole or in part. Violation or breach of any conditions, covenants or restrictions herein contained shall give the parties having the right to enforce this Declaration, in addition to all other remedies, the right to proceed at law or in equity to compel compliance with the terms of said conditions, covenants or restrictions and to prevent the violation or breach of any of them, and the expense of such litigation shall be recoverable by the prevailing party. Expenses of litigation shall include reasonable attorneys' fees through all trial and appellate levels.

9.04 . Any notice required to be sent to any person or entity under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postage paid, hand delivered or some similar one day delivery service or by overnight mail or delivery service to the last known address of the person who appears as a Member or Owner or Boat Slip Owner on the records of the Neighborhood Association at the time of such mailing.

9.05 Invalidation of any one or more of these covenants and restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

9.06 Subject to the provisions of Section 9.01, Developer reserves the right, with the written consent of East Sound, but otherwise unilaterally, to amend this Declaration and to do so at any time or times upon such conditions, in such form and for such purposes as it shall in its sole discretion deem appropriate by preparing and recording amendments hereto, provided, however, that this right of amendment shall expire after all of the Sites and condominium units thereon covered by this Declaration have been sold by Developer.

After the last Site and condominium unit located thereon has been sold by Developer this Declaration may be amended at any time upon the execution and recordation of an instrument executed by Members holding not less than two-thirds (2/3) of the voting interest of the membership. Any Amendment which would affect the surface water management portions of Neighborhood Common Areas must have prior approval of the South Florida Water Management District.

Notwithstanding any of the provisions contained in this Declaration, Developer, its successors or assigns, shall not be obligated to develop all of the Declared Properties submitted to this Declaration, and Developer may, in its sole discretion, release or remove any of the Declared properties submitted in this Declaration from the terms and conditions hereof (except any Declared Properties conveyed to the Neighborhood Association or Owners) and may add additional land to be included among the Declared Properties. Subject to Section 9.01, Developer shall have the absolute right so long as it owns any portion of the Declared Properties, to change, alter or amend the plot plan. Such deletions, changes, alterations or amendments shall be made by the Developer filing in the Public Records of Collier County an amendment to this Declaration. Such amendment need only be executed by the Developer and consented to in writing by East Sound, and shall not require the joinder or the consent of the

OR: 2381 PG: 1880

Neighborhood Association, its members, or mortgagees, or any other party to this Declaration other than East Sound.

9.07 So long as the Developer owns any portion of the Declared Properties, Developer shall have the exclusive right to maintain a sales center, model homes or apartments or signs on the Declared Properties to identify Sites or condominium units Developer may have for sale in the Declared Properties. Developer shall also have the right for so long as Developer owns any portion of the Declared Properties to maintain a sales center erected by the Developer on the Neighborhood Association Common Areas without payment of compensation to the Neighborhood Association for any such use.

9.08 Subject to Section 9.01, Declarant reserves the right to amend this Declaration, with the written consent of East Sound, but otherwise unilaterally, at any time, without prior notice and without the consent of any person or entity other than East Sound, as a result of any changes whatsoever in the plans desired to be effected by the Declarant, including but not limited to, revisions to the site plan and plan of development for the Declared Properties.

9.09 No judicial or administrative proceeding shall be commenced or prosecuted by the Neighborhood Association unless same is approved by a vote of seventy-five percent (75%) of the members of the Neighborhood Association. This Section shall not apply, however, to (i) actions brought by the Neighborhood Association to enforce the provisions of this Declaration, (ii) the imposition of personal assessments as provided in Article VIII hereof, (iii) proceedings involving challenges to ad valorem taxation, or (iv) counterclaims brought by the Neighborhood Association in proceedings instituted against it. This Section shall not be amended unless such amendment is made by the Declarant and approved in writing by East Sound, or is approved by the percentage votes, and pursuant to the same procedures, necessary to institute proceedings as provided above.

9.10 Whenever the singular is used it shall include the plural and the singular, and the use of any gender shall include all genders.

9.11 This Declaration shall become effective upon its recording in the Public Records of Collier County, Florida. Subject to Section 9.01, the Declarant reserves the right to amend this instrument at any time prior to the conveyance of the last Site in the Properties in order to correct any errors or omissions or, with the written consent of East Sound, the dimensions of any Sites of Neighborhood Association Common Areas conveyed. Any amendment(s) shall relate back to and become effective as of the date of recording of this Declaration.

OR: 2381 PG: 1881

ARTICLE X
JOINDER OF THE YACHT HARBOUR COVE ASSOCIATION

10.01 The Yacht Harbour Cove Association joins in the execution hereof to bind itself and the operation and administration of the Yacht Harbour Cove at Windstar Condominium to the terms and provisions hereof and agrees to include all assessments, fines and charges levied against it by the Neighborhood Association in accordance herewith in its budget for common expenses of said Condominium and to collect them from its members in accordance with its organizational documents and to pay them to the Neighborhood Association in accordance herewith.

IN WITNESS WHEREOF, the undersigned have executed or joined in this Declaration below.

Witnesses:

Fred C. Chamberlain

SOUTHERN POINTE, INC., a Florida corporation

By: John W. McGriffen
Its President

JOINDER

The undersigned join in this Declaration for the purposes created therein.

SOUTHPOINTE NEIGHBORHOOD ASSOCIATION, INC., a Florida corporation

By:_____
Its President

_____

_____

OR: 2381 PG: 1882

Kathleen L. Koski
KATHLEEN L. KOSKI
Lou Ann Zeigler
LOU ANN ZEIGLER

EAST SOUND REALTY, INC., an Ohio corporation

By: Susan J. Hanson
SUSAN J. HANSON
Its Vice-President

SOUTHPOINTE AT WINDSTAR MARINA ASSOCIATION, INC., a Florida corporation

By: _____

Its _____

YACHT HARBOUR COVE AT WINDSTAR CONDOMINIUM ASSOCIATION, INC., a Florida corporation

By: _____

Its _____

OR: 2381 PG: 1884

STATE OF FLORIDA
COUNTY OF Sarasota

The foregoing instrument was acknowledged before me this 20th day of November, 1997, by John W. McGiffen, President of SOUTHERN POINTE, INC., a Florida corporation, on behalf of the corporation. He is personally known to me or has produced N/a as identification.

Gina M. Brown
Notary Public
Printed Name of Notary:

GINA M. BROWN
MY COMMISSION # CC 357288
EXPIRES: May 10, 1998
Bonded Thru Notary Public Underwriters

My Commission Expires:

EAST SOUND REALTY, INC., an Ohio corporation

Charlotte Hutchings
Charlotte Hutchings
Kathy J. Van Hoose
Kathy J. Van Hoose
VAN HOOSE

By: Susan J. Hanson
SUSAN J. HANSON
Its Vice-President

SOUTHPOINTE AT WINDSTAR MARINA ASSOCIATION, INC., a Florida corporation

Charlotte Hutchings
Charlotte Hutchings
Kathy J. Van Hoose
~~Charlotte~~ Kathy J. Van Hoose

By: Susan J. Hanson
SUSAN J. HANSON
Its Vice President

YACHT HARBOUR COVE AT WINDSTAR CONDOMINIUM ASSOCIATION, INC., a Florida corporation

_____

_____

By: _____

Its _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this ___ day of _____, 199__, by _____, President of SOUTHERN POINTE, INC., a Florida corporation, on behalf of the corporation. He is personally known to me or has produced _____ as identification.

_____
Notary Public
Printed Name of Notary:
_____

My Commission Expires:

OR: 2381 PG: 1885

EAST SOUND REALTY, INC., an Ohio corporation

_____

_____

By: _____

Its Vice-President

SOUTHPOINTE AT WINDSTAR MARINA ASSOCIATION, INC., a Florida corporation

_____

_____

By: _____

Its _____

YACHT HARBOUR COVE AT WINDSTAR CONDOMINIUM ASSOCIATION, INC., a Florida corporation

John W. McGriff

John W. McGriff

By: Fred C. Champerlan

Its Pres.

OR: 2381 PG: 1886

STATE OF FLORIDA
COUNTY OF Sarasota

The foregoing instrument was acknowledged before me this 20th day of November 1997, by John W. McGriffen, President of SOUTHERN POINTE, INC., a Florida corporation, on behalf of the corporation. He is personally known to me or has produced N/a as identification.

Gina M. Brown

Notary Public
Printed Name of Notary:

My Commission Expires:

GINA M. BROWN
MY COMMISSION # CC 38938
EXPIRES: May 10, 1998
Bonded Thru Notary Public Underwriters

STATE OF Ohio
COUNTY OF Franklin

The foregoing instrument was acknowledged before me this 22 day of December, 1997, by Susan J. Hanson, President of SOUTHPOINTE NEIGHBORHOOD ASSOCIATION, INC., a Florida corporation, on behalf of the corporation. He/she is personally known to me or has produced _____ as identification.

Kathy J. VanHoose
Notary Public
Printed Name of Notary:
KATHY J. VAN HOOSE
NOTARY PUBLIC, STATE OF OHIO
MY COMMISSION EXPIRES APRIL 17, 1998

My Commission Expires:

STATE OF Ohio
COUNTY OF Franklin

The foregoing instrument was acknowledged before me this 22 day of December, 1997, by Susan J. Hanson, Vice-President of EAST SOUND REALTY, INC., an Ohio corporation, on behalf of the corporation. He/she is personally known to me or has produced _____ as identification.

Kathy J. VanHoose
Notary Public
Printed Name of Notary:
KATHY J. VAN HOOSE
NOTARY PUBLIC, STATE OF OHIO
MY COMMISSION EXPIRES APRIL 17, 1998

My Commission Expires:

OR: 2381 PG: 1887

STATE OF Ohio
COUNTY OF Franklin

The foregoing instrument was acknowledged before me this 22 day of December 1997, by Susan J. Hanson, Vice President of SOUTHPOINTE AT WINDSTAR MARINA ASSOCIATION, INC., a Florida corporation, on behalf of the corporation. He/she is personally known to me or has produced _____ as identification.

Kathy J. Van Hoose
Notary Public
Printed Name of Notary:
KATHY J. VAN HOOSE
NOTARY PUBLIC, STATE OF OHIO
MY COMMISSION EXPIRES APRIL 17, 1999

My Commission Expires:

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this ___ day of _____, 199__, by _____, _____ of YACHT HARBOUR COVE AT WINDSTAR CONDOMINIUM ASSOCIATION, INC., a Florida corporation, on behalf of the corporation. He/she is personally known to me or has produced _____ _____ as identification.

_____
Notary Public
Printed Name of Notary:

_____

My Commission Expires:

Ron\Southpo4.DEC

OR: 2381 PG: 1888

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this ___ day of _____, 199__, by _____, _____ of SOUTHPOINTE AT WINDSTAR MARINA ASSOCIATION, INC., a Florida corporation, on behalf of the corporation. He/she is personally known to me or has produced _____ as identification.

_____
Notary Public
Printed Name of Notary:

My Commission Expires:

_____

STATE OF FLORIDA
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this 20th day of November, 1997, by FRED C. CHAMBERLAIN, _____ of YACHT HARBOUR COVE AT WINDSTAR CONDOMINIUM ASSOCIATION, INC., a Florida corporation, on behalf of the corporation. He/she is personally known to me or has produced _____ as identification.

Barbara Jean Thomas
Notary Public
Printed Name of Notary:
BARBARA JEAN THOMAS

My Commission Expires:

BARBARA JEAN THOMAS
My Commission CC500671
Expires Oct. 10, 1999

OR: 2381 PG: 1889

COASTAL ENGINEERING CONSULTANTS INC

EXHIBIT "A"
"DECLARED PROPERTY"
DESCRIPTION

Tract "C" of Southpointe Yacht Club, Phase Two, a subdivision recorded in Plat Book 22, Pages 52 and 53 of the Public Records of Collier County, Florida:

LESS AND EXCEPT the following described properties:

Beginning at the northeast corner of said Tract "C" run S00°38'41"E along the easterly line of said Tract "C" for 52.20 feet to a point on a circular curve; thence 59.44 feet along the arc of a curve concave to the southwest having a radius of 40.00 feet, a central angle of 85°08'50" and a chord of 54.12, bearing S42°19'53"E to a point of tangency; thence S00°14'32"W 133.32 feet to a point of curvature; thence 137.89 feet along the arc of a curve concave to the northwest having a radius of 321.00 feet, a central angle of 24°36'46" and a chord of 136.84, bearing S12°32'55"W to a point of reverse curvature; thence 55.96 feet along the arc of a curve concave to the southeast having a radius of 129.00 feet, a central angle of 24°51'19" and a chord of 55.52 feet, bearing S12°25'39"W to a point of tangency; thence S00°00'00"W 11.72 feet to a point of curvature; thence 30.33 feet along the arc of a curve concave to the northwest having a radius of 25.00 feet, a central angle of 69°31'09" and a chord of 28.51 feet, bearing S34°45'34"W to a point of tangency; thence S69°31'09"W 122.26 feet to a point of curvature; thence 125.99 feet along the arc of a curve concave to the northwest having a radius of 191.00 feet, a central angle of 37°47'39" and a chord of 123.72 feet, bearing S88°24'58"W to a point of tangency; thence N72°41'12"W 74.75 feet; thence N00°06'32"W 96.63 feet; thence S89°53'28"W 16.45 feet; thence N00°06'32"W 223.01 feet; thence N89°53'28"E 18.00 feet; thence N00°06'32"W 149.04 to the intersection with the north line of said Southpointe Yacht Club, Phase Two subdivision; thence along said north line N89°21'19"E 330.39 feet to the POINT OF BEGINNING.

AND

Commencing at the northeast corner of said Tract "C" run S89°21'19"W along the northerly line of said Tract "C" for 330.39 feet to an intersection with the westerly line of those lands recorded in O.R. Book 2228, Page 470 of said Public Records and the POINT OF BEGINNING; thence along the westerly line of said lands S00°06'32"E 149.04 feet; thence S89°53'28"W 18.00 feet; thence S00°06'32"E 223.01 feet; thence N89°53'28"E 16.45 feet; thence S00°06'32"E 96.63 feet to an intersection with the northerly right-of-way line of Gulfstar Drive South; thence 185.70 feet along said northerly right-of-way line and the arc of a curve concave to the south having a radius of 429.00 feet, a central angle of 24°48'06" and a chord of 184.26 feet, bearing N85°05'16"W to a point of tangency; thence S82°30'41"W 221.28 feet; thence N04°37'17"W 130.00 feet to an intersection with the southerly line of Tract "F" of Southpointe at Windstar, a subdivision recorded in Plat Book 23, Pages 88 through 90 of said Public Records; thence 16.59 feet along said southerly line and the arc of a curve

OR: 2381 PG: 1890

concave to the northwest having a radius of 557.00 feet, a central angle of 01°42'22" and a chord of 16.59 feet, bearing N78°38'25"E to a point of compound curvature; thence 184.92 feet along the arc of a curve concave to the northwest having a radius of 302.00 feet, a central angle of 35°05'00" and a chord of 182.04 feet, bearing N60°14'44"E to a point of compound curvature; thence 66.65 feet along the arc of a curve concave to the northwest having a radius of 116.00 feet, a central angle of 32°55'05" and a chord of 65.73 feet, bearing N26°14'41"E to a point of compound curvature; thence 41.18 feet along the arc of a curve concave to the northwest having a radius of 280.00 feet, a central angle of 08°25'32" and a chord of 41.14 feet, bearing N05°34'23"E to a point of compound curvature; thence 49.16 feet along the arc of a curve concave to the southwest having a radius of 120.00 feet, a central angle of 23°28'13" and a chord of 48.81 feet, bearing N10°22'30"W to a point of compound curvature; thence 26.74 feet along the arc of a curve concave to the southwest having a radius of 70.00 feet, a central angle of 21°53'24" and a chord of 26.58 feet, bearing N33°03'18"W to a point of tangency; thence N44°00'00"W 17.24 feet to a point of curvature; thence 29.78 feet along the arc of a curve concave to the southwest having a radius of 60.00 feet, a central angle of 28°26'10" and a chord of 29.47 feet, bearing N58°13'05"W to a point of tangency; thence N72°26'10"W 12.96 feet; thence N00°38'41"W 53.38 feet to an intersection with the northerly line of said Tract "C"; thence along said line N89°21'19"E 280.04 feet to the POINT OF BEGINNING.

The above describes an area of approximately 62,007 square feet or 1.42 acres of land.

PLUS AND TOGETHER WITH the following described properties:

Lots one (1) through seventy-two (72), inclusive, and all of Tract "E" of Southpointe at Windstar Marina, a subdivision recorded in Plat Book 23, Pages 88 through 90 of the Public Records of Collier County, Florida.

AND

The fifteen (15) foot wide access and utility easement lying in Tract "F" of Southpointe at Windstar Marina, a subdivision recorded in Plat Book 23, Pages 88 through 90 of the Public Records of Collier County, Florida.

Subject to easements, restrictions and reservations of record.

COASTAL ENGINEERING CONSULTANTS, INC.
FLORIDA BUSINESS AUTHORIZATION NO. LB2464

Richard J. Ewing, V.P.
Professional Surveyor and Mapper
Florida Certificate No. 5295
NOT VALID WITHOUT THE SIGNATURE AND
THE ORIGINAL RAISED SEAL OF A FLORIDA
LICENSED SURVEYOR AND MAPPER
CEC FILE NO. 97.400
DATE SIGNED: 12-11-97

OR: 2381 PG: 1891

COASTAL ENGINEERING CONSULTANTS INC

Coastal Engineering
Civil Engineering
Surve.
Environmenta
Real Estate Acquisi

EXHIBIT "B"
"BALANCE OF PROPERTY"
FUTURE DEVELOPMENT
DESCRIPTION

A parcel of land lying in that part of Tract "C" of Southpointe Yacht Club, Phase Two, a subdivision recorded in Plat Book 22, Pages 52 and 53 of the Public Records of Collier County, Florida being described as follows:

Commencing at the northeast corner of said Tract "C" run S89°21'19"W along the northerly line of said Tract "C" for 330.39 feet to an intersection with the westerly line of those lands recorded in O.R. Book 2228, Page 470 of said Public Records and the POINT OF BEGINNING; thence along the westerly line of said lands S00°06'32"E 149.04 feet; thence S89°53'28"W 18.00 feet; thence S00°06'32"E 223.01 feet; thence N89°53'28"E 16.45 feet; thence S00°06'32"E 96.63 feet to an intersection with the northerly right-of-way line of Gulfstar Drive South; thence 185.70 feet along said northerly right-of-way line and the arc of a curve concave to the south having a radius of 429.00 feet, a central angle of 24°48'06" and a chord of 184.26 feet, bearing N85°05'16"W to a point of tangency; thence S82°30'41"W 221.28 feet; thence N04°37'17"W 130.00 feet to an intersection with the southerly line of Tract "F" of Southpointe at Windstar, a subdivision recorded in Plat Book 23, Pages 88 through 90 of said Public Records; thence 16.59 feet along said southerly line and the arc of a curve concave to the northwest having a radius of 557.00 feet, a central angle of 01°42'22" and a chord of 16.59 feet, bearing N78°38'25"E to a point of compound curvature; thence 184.92 feet along the arc of a curve concave to the northwest having a radius of 302.00 feet, a central angle of 35°05'00" and a chord of 182.04 feet, bearing N60°14'44"E to a point of compound curvature; thence 66.65 feet along the arc of a curve concave to the northwest having a radius of 116.00 feet, a central angle of 32°55'05" and a chord of 65.73 feet, bearing N26°14'41"E to a point of compound curvature; thence 41.18 feet along the arc of a curve concave to the northwest having a radius of 280.00 feet, a central angle of 08°25'32" and a chord of 41.14 feet, bearing N05°34'23"E to a point of compound curvature; thence 49.16 feet along the arc of a curve concave to the southwest having a radius of 120.00 feet, a central angle of 23°28'13" and a chord of 48.81 feet, bearing N10°22'30"W to a point of compound curvature; thence 26.74 feet along the arc of a curve concave to the southwest having a radius of 70.00 feet, a central angle of 21°53'24" and a chord of 26.58 feet, bearing N33°03'18"W to a point of tangency; thence N44°00'00"W 17.24 feet to a point of curvature; thence 29.78 feet along the arc of a curve concave to the southwest having a radius of 60.00 feet, a central angle of 28°26'10" and a chord of 29.47 feet, bearing N58°13'05"W to a point of tangency; thence N72°26'10"W 12.96 feet; thence N00°38'41"W 53.38 feet to an intersection with the northerly line of said Tract "C"; thence along said line N89°21'19"E 280.04 feet to the POINT OF BEGINNING.

OR: 2381 PG: 1892

The above describes an area of approximately 129,069 square feet or 2.96 acres of land.

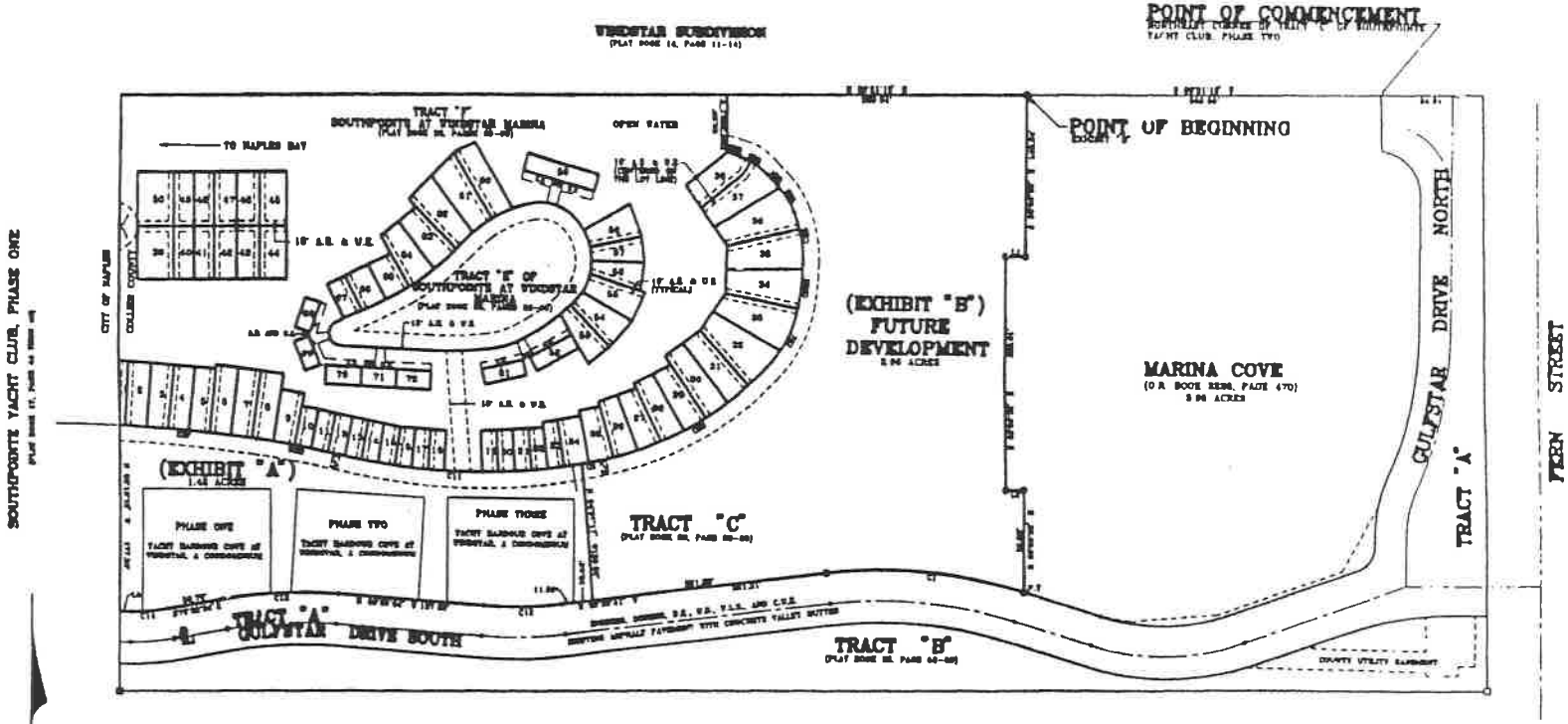
Subject to easements, restrictions and reservations of record.

COASTAL ENGINEERING CONSULTANTS, INC.
FLORIDA BUSINESS AUTHORIZATION NO. LB2464

Richard J. Ewing, V.P.
Professional Surveyor and Mapper
Florida Certificate No. 5295
NOT VALID WITHOUT THE SIGNATURE AND
THE ORIGINAL RAISED SEAL OF A FLORIDA
LICENSED SURVEYOR AND MAPPER
CEC FILE NO. 97.400
DATE SIGNED: 11-10-97

OR: 2381 PG: 1893

SKETCH OF DESCRIPTIONS
NOT A SURVEY



SCALE: 1" = 60'

LEGEND

SKETCH OF DESCRIPTIONS

PLEASE SEE THE ATTACHED LEGAL DESCRIPTIONS

12-12-97

EXHIBIT "C"
C.E.C. FILE NO.: 97.400
ACAD DWG. NO.: 97400S

2118703 OR: 2250 PG: 1740
RECORDED in OFFICIAL RECORDS of COLLIER COUNTY, FL
11/14/96 at 01:41PM DWIGHT E. BROCK, CLERK
REC FEE 10.50
COPIES 2.00
MISC 1.00

Retn:
KELLY PRICE PT AL
2640 GOLDEN GATE PKWY #315
NAPLES FL 34105

This instrument prepared by:
Vickie L. Shesler
Livingston, Patterson, Strickland & Weiner, P.A.
46 N. Washington Blvd., #1
Sarasota, Florida 34236
(941) 365-0550

AMENDMENT TO NEIGHBORHOOD DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE CONDOMINIUMS OF SOUTHPOINTE YACHT CLUB

KNOW ALL MEN BY THESE PRESENTS, that SOUTHERN POINTE, INC., a Florida corporation ("Developer"), joined by EAST SOUND REALTY, INC., an Ohio corporation ("East Sound"), does hereby amend the Neighborhood Declaration of Covenants, Conditions, and Restrictions for The Condominiums of Southpointe Yacht Club, recorded in O.R. Book 2024, Page 0224, of the Public Records of Collier County, Florida (the "Declaration") pursuant to the provisions of paragraph 8.06 of the Declaration for the purpose of releasing and removing property from the terms and conditions of the Declaration.

1. Property Released. The property described in Exhibit A is hereby removed and released from the terms and conditions of the Declaration.

2. Binding Effect. Except as otherwise provided herein, the terms and provisions of the original Declaration of Covenants,

Conditions, and Restrictions for The Condominiums of Southpointe Yacht Club shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned has executed this instrument on this 5th day of September, 1996.

Witnesses:

Susan E. Eggleston
(print name)

Barbara J. Thomas
(print name)

SOUTHERN POINTE, INC., a Florida corporation

By Fred C. Chamberlain
(print name)
Its Vice President

EAST SOUND REALTY, INC., an Ohio corporation

By _____
(print name)
Its _____

_____
(print name)

_____
(print name)

STATE OF FLORIDA
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this 5th day of September, 1996, by Fred C. Chamberlain, as VICE PRESIDENT of Southern Pointe, Inc., a Florida corporation, on behalf of the corporation. He/~~She~~ is personally known to me or has produced _____ as identification.

Susan E. Eggleston
Notary Public
Printed Name of Notary:
SUSAN E. EGGLESTON

My Commission Expires: 11/9/99

SUSAN E EGGLESTON
My Commission CC424725
Expires Jan 09 1999
Bonded by ANO
800 867 5678

2118703 OR: 2250 PG: 1740
RECORDED in OFFICIAL RECORDS of COLLIER COUNTY, FL
11/14/96 at 01:41PM DWIGHT B. BROCK, CLERK
REC FEE 18.50
COPIES 2.00
MISC 1.00
Retn:
KELLY PRICE ET AL
2640 GOLDEN GATE PKWY #315
NAPLES FL 34105

This instrument prepared by:
Vickie L. Shesler
Livingston, Patterson, Strickland & Weiner, P.A.
46 N. Washington Blvd., #1
Sarasota, Florida 34236
(941) 365-0550

**This is to re-record the document with the Exhibit "A" attached.

AMENDMENT TO NEIGHBORHOOD DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE CONDOMINIUMS OF SOUTHPOINTE YACHT CLUB

KNOW ALL MEN BY THESE PRESENTS, that SOUTHERN POINTE INC., a Florida corporation ("Developer"), joined by EAST SOUND REALTY, INC., an Ohio corporation ("East Sound"), does hereby amend the Neighborhood Declaration of Covenants, Conditions, and Restrictions for The Condominiums of Southpointe Yacht Club, recorded in O.R. Book 2024, Page 0224, of the Public Records of Collier County, Florida (the "Declaration") pursuant to the provisions of paragraph 8.06 of the Declaration for the purpose of releasing and removing property from the terms and conditions of the Declaration.

1. Property Released. The property described in Exhibit A is hereby removed and released from the terms and conditions of the Declaration.

2. Binding Effect. Except as otherwise provided herein, the terms and provisions of the original Declaration of Covenants,

2124472 OR: 2257 PG: 0023
RECORDED in OFFICIAL RECORDS of COLLIER COUNTY, FL
12/04/96 at 09:32AM DWIGHT B. BROCK, CLERK
REC FEE 19.50
Retn:
KELLY PRICE ET AL
2640 GOLDEN GATE PKWY #315
NAPLES FL 34105

*** OR: 2250 PG: 1741 ***

Conditions, and Restrictions for The Condominiums of Southpointe Yacht Club shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned has executed this instrument on this 5th day of September, 1996. OR: 2257 PG: 0024

Witnesses:

Susan E. Eggleston
(print name)

Barbara J. Thomas
(print name)

SOUTHERN POINTE, INC., a Florida corporation

By _____
Fred C. Chamberlain
(print name)
Its Vice President

EAST SOUND REALTY, INC., an Ohio corporation

By _____
(print name)
Its _____

(print name)

(print name)

STATE OF FLORIDA
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this 5th day of September, 1996, by Fred C. Chamberlain, as VICE PRESIDENT of Southern Pointe, Inc., a Florida corporation, on behalf of the corporation. He/~~She~~ is personally known to me or has produced _____ as identification.

_____
Notary Public
Printed Name of Notary:
SUSAN E. EGGLESTON

My Commission Expires: 1/4/99

SUSAN E EGGLESTON
My Commission CC424725
Expires Jan 09, 1999
Bonded by AND
800-852-5878

STATE OF OHIO
COUNTY OF Erie

The foregoing instrument was acknowledged before me this 21st day of November, 1996 by Susan J. Hanson, Vice President of East Sound Realty, Inc., an Ohio corporation, on behalf of the corporation. She is personally known to me.

NOTARY PUBLIC
Printed Name:
My Commission Expires:

LOU ANN ZEIGLER
NOTARY PUBLIC, STATE OF OHIO
MY COMMISSION EXPIRES APRIL 16, 1998

MARINA COVE AT SOUTHPOINTE YACHT CLUB
LEGAL DESCRIPTION

THAT PART OF TRACT "C" AT SOUTHPOINTE YACHT CLUB, PHASE TWO, A SUBDIVISION RECORDED PLAT BOOK 22, PAGES 52 AND 53 OF THE PUBLIC RECORDS OF COLLIER COUNTY, FLORIDA, BEING DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID TRACT "C" RUN S00°38'41"E ALONG THE EASTERLY LINE OF SAID TRACT "C" FOR 52.20 FEET TO A POINT ON A CIRCULAR CURVE; THENCE 59.44 FEET ALONG THE ARC OF A CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 40.00 FEET, A CENTRAL ANGLE OF 85°08'50" AND A CHORD OF 54.12, BEARING S42°19'53"E TO A POINT OF TANGENCY; THENCE S00°14'32"W 133.32 FEET TO A POINT OF CURVATURE; THENCE 137.89 FEET ALONG THE ARC OF A CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 321.00 FEET, A CENTRAL ANGLE OF 24°36'46" AND A CHORD OF 136.84, BEARING S12°32'55"W TO A POINT OF REVERSE CURVATURE; THENCE 55.96 FEET ALONG THE ARC OF A CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 129.00 FEET, A CENTRAL ANGLE OF 24°51'19" AND A CHORD OF 55.52 FEET, BEARING S12°25'39"W TO A POINT OF TANGENCY; THENCE S00°00'00"W 11.72 FEET TO A POINT OF CURVATURE; THENCE 30.33 FEET ALONG THE ARC OF A CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 69°31'09" AND A CHORD OF 28.51 FEET, BEARING S34°45'34"W TO A POINT OF TANGENCY; THENCE S69°31'09"W 122.26 FEET TO A POINT OF CURVATURE; THENCE 125.99 FEET ALONG THE ARC OF A CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 191.00 FEET, A CENTRAL ANGLE OF 37°47'39" AND A CHORD OF 123.72 FEET, BEARING S88°24'58"W TO A POINT OF TANGENCY; THENCE N72°41'12"W 74.75 FEET; THENCE N00°06'32"W 96.63 FEET; THENCE S89°53'28"W 16.45 FEET; THENCE N00°06'32"W 223.01 FEET; THENCE S89°53'28"E 18.00 FEET; THENCE N00°06'32"W 149.04 TO THE INTERSECTION WITH THE NORTH LINE OF SAID SOUTHPOINTE YACHT CLUB, PHASE TWO SUBDIVISION; THENCE ALONG SAID NORTH LINE N89°21'19"E 330.39 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBES AN AREA OF APPROXIMATELY 3.95 ACRES OF LAND

EXHIBIT "A"

EXHIBIT "A"

DESCRIPTION FOR LAND SUBJECT TO NEIGHBORHOOD DECLARATION

Tract "B", Southpointe Yacht Club, Phase Two, according to the Plat thereof as recorded in Plat Book 22, Pages 52 and 53, of the Public Records of Collier County, Florida.

TOGETHER WITH:

A parcel of land lying in Tract "C" of Southpointe Yacht Club, Phase Two, a subdivision recorded in Plat Book 22, Pages 52 and 53, of the Public Records of Collier County, being more particularly described as follows:

Commencing at the southwest corner of said Southpointe Yacht Club subdivision run N00°19'12"W along the west line of said subdivision for 76.21 feet to an intersection with the northerly line of Tract "A" (Gulfstar Drive South) of said subdivision and the POINT OF BEGINNING; thence continue N00°19'42"W 177.30 feet to an intersection with the northerly line of Tract "C" of said subdivision; thence along said line 129.40 feet along the arc of a curve concave to the southwest having a radius of 1370.00 feet, a central angle of 05°24'42" and a chord of 129.35 feet, bearing S84°48'47"E to a point of compound curvature, thence 79.56 feet along the arc of a curve concave to the southwest having a radius of 852.00 feet, a central angle of 05°21'02" and a chord of 79.53 feet, bearing S79°25'55"E to a point of reverse curvature; thence 247.47 feet along the arc of a curve concave to the northeast having a radius of 557.00 feet, a central angle of 25°27'22" and a chord of 245.44 feet, bearing S89°29'05"E to a point of compound curvature; thence 184.92 feet along the arc of a curve concave to the northwest having a radius of 302.00 feet, a central angle of 35°05'00" and a chord of 182.04 feet, bearing N60°14'44"E; thence leaving said line S52°16'31"E 109.56 feet; thence S25°03'44"E 137.96 feet to the northerly line of said Tract "A" (Gulfstar Drive South); thence along said line 89.73 feet along the arc of a curve concave to the southwest having a radius of 429.00 feet, a central angle of 11°59'04" and a chord of 89.57 feet, bearing S88°30'13"W to a point of tangency; thence S82°30'41"W 251.31 feet to a point of curvature; thence 73.84 feet along the arc of a curve concave to the north having a radius of 371.00 feet, a central angle of 11°24'15" and a chord of 73.72, bearing S88°12'49"W to a point of tangency; thence N86°05'04"W 137.83 feet to a point of curvature; thence 108.76 feet along the arc of a curve concave to the southeast having a radius of 429.00 feet, a central angle of 14°31'32" and a chord of 108.47 feet, bearing S86°39'10"W to a point of tangency; thence S79°23'24"W 50.78 feet to a point of curvature; thence 36.39 feet along the arc of a curve concave to the northwest having a radius of 201.00 feet, a central angle of 10°22'20" and a chord of 36.34 feet, bearing S84°34'34"W to a point of tangency; thence S89°45'44"W 10.32 feet to the POINT OF BEGINNING.

County of Collier
CLERK OF THE CIRCUIT COURT

COLLIER COUNTY COURTHOUSE
3301 TAMIAMI TRAIL EAST
P.O. BOX 413044
NAPLES, FLORIDA 34101-3044

BRANCH O
GOLDEN
4839 GOLDEN G
GREENTREE SHO
2386 IMMOKA
IMMOK
101 S. FIRS
MARCO I
1040 WINTERB
EVERGLAD
207 BROADW

OFFICIAL RECEIPT
When Validated

Y CLERK

7547

DESCRIPTION	AMO
COPIES	

DAK COPI

V#: 2204377 03/14/

CASH:
NW AMT PAID:

NG

TOTAL DUE:

1901191 OR: 2024 PG: 0254 (3)

RECORDED in OFFICIAL RECORDS of COLLIER COUNTY, FL
01/24/95 at 03:57PM DWIGHT E. BROCK, CLERK

CONS	50000.00
REC FEE	37.50
DOC-.70	350.00

Retn:
KELLY PRICE ET AL
P O BOX 8117
NAPLES FL 33941 8117

Parcel ID Number:
Grantee #1 TIN:

Special Warranty Deed

This Indenture, Made this 16th day of January, 1995 A.D., **Between**
East Sound Realty, Inc., an Ohio corporation,

of the County of , State of , **grantor,** and
Southpointe Neighborhood Association, Inc., a corporation existing under the laws of the state of Florida

whose address is:

of the County of , State of , **grantee.**

Witnesseth that the GRANTOR, for and in consideration of the sum of - TEN & NO/100($10.00) - - - - - - - - - - - - DOLLARS, and other good and valuable consideration to GRANTOR in hand paid by GRANTEE, the receipt whereof is hereby acknowledged, has granted, bargained and sold to the said GRANTEE and GRANTEE'S successors and assigns forever, the following described land, situate, lying and being in the County of Collier State of Florida to wit:

SEE EXHIBIT "A" ATTACHED HERETO AND BY REFERENCE MADE A PART HEREOF

Subject to restrictions, reservations and easements of record, if any, and taxes subsequent to 1994.

Together with all tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.
To Have and to Hold, the same in fee simple forever.
And the grantor hereby covenants with said grantee that grantor is lawfully seized of said land in fee simple; that grantor has good right and lawful authority to sell and convey said land; that grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons claiming by, through or under grantor.
In Witness Whereof, the grantor has hereunto set her hand and seal the day and year first above written.
Signed, sealed and delivered in our presence:

R. Scott Price
Printed Name: R Scott Price
Witness

Paul K. H
Printed Name: Paul K. Heuerman
Witness

East Sound Realty, Inc., an Ohio corporation

By: Susan J. Hanson, Vice President (Seal)
Susan J. Hanson, Vice President

STATE OF FLORIDA
COUNTY OF COLLIER

(Corporate Seal)

The foregoing instrument was acknowledged before me this 16th day of January, 1995 by Susan J. Hanson, Vice President of East Sound Realty, Inc., an Ohio corporation, Corporation, on behalf of the corporation. She is personally known to me.

This Document Prepared By:
KELLY, PRICE, SIKES & HEUERMAN
2640 GOLDEN GATE PARKWAY P. O. BOX 811
NAPLES, FL 33941-8117

Paul K. H
Printed Name: Paul K. Heuerman
Notary Public, State of FL
My Commission Expires:

PAUL K. HEUERMAN NOTARY PUBLIC
Notary Public, State of FL
My Comm. expires OCT. 7, 1995
Comm. No. CC-142837

ES-SPTE ASSOC

State of Florida

Department of State

I certify the attached is a true and correct copy of the Articles of Incorporation of SOUTHPOINTE NEIGHBORHOOD ASSOCIATION, INC., a Florida corporation, filed on August 18, 1994, as shown by the records of this office.

The document number of this corporation is N94000004130.

Given under my hand and the
Great Seal of the State of Florida,
at Tallahassee, the Capital, this the
Twenty-third day of August, 1994

Jim Smith
Secretary of State

CR2EO22 (2-91)

FILED
SECRETARY OF STATE
DIVISION OF CORPORATIO
94 AUG 18 AM 11:30

ARTICLES OF INCORPORATION

FOR

SOUTHPOINTE NEIGHBORHOOD ASSOCIATION, INC.

ARTICLE I

The name of the corporation is SOUTHPOINTE NEIGHBORHOOD ASSOCIATION, INC. (the "Neighborhood Association"), at 109 Overlea Way, Venice, FL 34692

The terms used in these Article shall have the definitions as provided in Article I of Neighborhood Declaration of Covenants, Conditions and Restrictions for SouthPointe Yacht Club.

ARTICLE II
PURPOSE AND POWERS OF THE ASSOCIATION

This Neighborhood Association does not contemplate pecuniary gain or profit to the Members thereof, and the specific purposes for which it is formed are to provide for maintenance and preservation of the Neighborhood Association Common Areas within a portion of that certain tract of property located in Collier County, Florida, known as "Southpointe Yacht Club" and to promote the betterment of the above described property and any additions thereto as may hereafter be brought within the jurisdiction on this Neighborhood Association and in furtherance of those purposes to:

A. Exercise all of the powers and privileges and to perform all of the duties and obligations of the Neighborhood Association as set forth in that certain Neighborhood Declaration of Covenants, Conditions and Restrictions for the Condominiums of Southpointe Yacht Club, hereinafter called the "Declaration", applicable to the property, to be recorded in the Public Records of Collier County, Florida, and as it may be amended from time to time.

B. Fix, levy, collect and enforce payment by any lawful means, all charges or assessments pursuant to the terms of the Declaration; to pay all expenses in connection therewith and all office and other expenses in connection therewith and other expenses incident to the conduct of the business of the Neighborhood Association, including all licenses, taxes or governmental charges levied or imposed against the property or the Neighborhood Association;

C. 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 Neighborhood Association;

D. Borrow money, and with the consent of two-thirds (2/3) of the Members, mortgage, pledge, deed in trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred;

E. Dedicate, sell or transfer all or any part of the Neighborhood Association Common Area to any public agency, authority, or utility for such purpose and subject to such conditions as may be agreed to by a majority of the voting interests of the Members;

F. Have and to exercise any and all powers, rights and privileges which a corporation organized under the not-for-profit Corporation Law of the State of Florida by law may now or hereafter have or exercise.

ARTICLE III
MEMBERSHIP

Southpointe at Windstar Marina Association, Inc. and every person or entity who is a record fee simple owner of a Site, or, after a Site is submitted to condominium ownership, the condominium association for the Site, shall be a Member of the Neighborhood Association. However, any person or entity who holds such interest only as a security for the performance of an obligation shall not be a Member. If any owner is not a natural person, the subject entity shall designate a natural person and such natural person shall exercise that Member's membership rights. Membership by an owner shall be appurtenant to, and amy not be separated from ownership of any Site. When any Site is owned of record by two or more persons or other legal entity, all such persons or entities shall be Members. The Declarant shall also be a Member so long as it owns any portion of the Properties.

ARTICLE IV
VOTING RIGHTS

Members, including the Declarant, shall be entitled to voting rights as provided in the Declaration.

ARTICLE V
BOARD OF DIRECTORS

Until turnover, the affairs of this Neighborhood Association shall be managed by a Board of three (3) Members who shall initially be appointed by the Developer.

After turnover, the affairs of the Neighborhood Association shall be managed by a Board of Directors comprised of one (1) Member appointed by the board of directors of each condominium association within the Neighborhood. If there are fewer than three (3) condominium associations within the Neighborhood, such associations shall elect an at-large Member.

ARTICLE VI
INDEMNIFICATION

The Neighborhood Association shall indemnify every director, every officer of the Neighborhood Association against all expenses and liabilities including attorney's fees, actually and reasonably incurred by or imposed on him or her in connection with any legal proceeding (or settlement or appeal of such proceeding) to which he may be a party because of his being or having been a director or officer of the Neighborhood Association. The foregoing right of indemnification shall not apply to:

A. Gross negligence or willful misconduct in office by any director or officer.

B. Any criminal action, unless the director or officer acted in good faith and in a manner he or she reasonably believed was in, not opposed to, the best interest of the Neighborhood Association, and had no reasonable cause to believe his or her action was unlawful.

To the extent that a director or officer has been successful on the merits or otherwise in defense of any action, suit, or proceeding referred to in subsection (1) or subsection (2), or in defense of any claim, issue, or matter therein, he or she shall be indemnified against expenses (including attorney's fees) actually and reasonably incurred by him or her in connection therewith.

The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such director or officer may be entitled.

ARTICLE VII
DURATION

The Neighborhood Association shall exist perpetually. If this corporation shall ever be dissolved, the property owned by the corporation consisting of the surface water management system shall be conveyed to an appropriate agency of local government. If it is not accepted, then the surface water management system shall be dedicated to a similar non-profit corporation.

ARTICLE VIII
AMENDMENTS

Subject to the rights of the Developer as provided in these articles and in the By-Laws of the Neighborhood Association, amendments of these Articles shall require the consent of two-thirds (2/3) of the voting interest of the Members, but no amendment shall be effective which is in contravention of the duties, responsibilities or obligations of the Neighborhood Association or the Members as provided in the Declaration. Amendments to the By-Laws may be made at a regular or special

meeting of the Members or by a vote of a majority of a quorum of the voting representatives present in person.

ARTICLE IX
NOT FOR PROFIT STATUS

The corporation shall issue no stock, and no dividends shall be paid and no part of the income of the corporation shall be distributed to the Members, directors or officers.

ARTICLE X
INCORPORATOR

Incorporator: The name and address of the incorporator is:

Southern Pointe, Inc., a Florida corporation,
109 Overlea Way
Venice, FL 34292

ARTICLE XI
INITIAL REGISTERED OFFICE AND REGISTERED AGENT

The initial registered office of the Neighborhood Association shall be at: Suite 1, 46 N. Washington Boulevard, Sarasota, Florida 34236.

The initial registered agent at that address is John Patterson.

SOUTHERN POINTE, INC.

By: Albert R. Luper
Albert R. Luper, Its President

FILED
SECRETARY OF STATE
DIVISION OF CORPORATIC

NOTICE OF APPOINTMENT OF REGISTERED AGENT, ACCEPTANCE, AND DESIGNATION OF CORPORATE OFFICE 94 AUG 18 AM 11:30

The undersigned, JOHN PATTERSON, having a street address of 46 North Washington Boulevard, #1, Sarasota, Florida 34236, having been appointed by the directors of SOUTHPOINTE NEIGHBORHOOD ASSOCIATION, INC. as registered agent, states as follows:

1. The corporation shall maintain an office at 46 North Washington Boulevard, Suite 1, Sarasota, Florida 34236, and shall notify the Department of State of any change in address of this office or the name of the registered agent at this address.

2. He accepts the appointment and consents to serve as registered agent of the corporation pursuant to Section 617.023, Florida Statutes.

JOHN PATTERSON

w:\sopointe\windstar\arts-inc
7/12/94 d.3

BY-LAWS
OF
SOUTHPOINTE NEIGHBORHOOD ASSOCIATION, INC.
A NOT-FOR-PROFIT CORPORATION

ARTICLE I
NAME, LOCATION AND DEFINITIONS

The name of the corporation is SOUTHPOINTE NEIGHBORHOOD ASSOCIATION, INC., a Florida Corporation, not-for-profit, hereafter referred to as the" Neighborhood Association". The principal office of the corporation shall be located at 109 Overlea Way, Venice, FL 34292, or such other place as established by the Neighborhood Association, but meetings of Members and directors may be held at such places within the State of Florida as may be designated by the Board of Directors.

The terms used in these By-Laws shall have the meanings as provided in Article I of the Neighborhood Declaration of Covenants, Conditions and Restrictions for the Condominiums of SouthPointe Yacht Club (the "Declaration").

ARTICLE II
MEMBERS, MEETINGS OF MEMBERS AND TRANSFER OF ASSOCIATION CONTROL

Section 1. Qualification. Every person or entity who is a record fee simple Owner of a Site, or, after a Site is submitted to condominium ownership, the condominium association for the Site, shall be a Member of the Neighborhood Association. However, any person or entity who holds such interest only as security for the performance of an obligation shall not be a Member. If any Owner is not a natural person, the subject entity shall designate a natural person and such natural person shall exercise that Member's membership rights. Membership by an Owner shall be appurtenant to, and may not be separated from, ownership of any Site. When any Site is owned of record by two (2) or more persons or other legal entity, all such persons or entities shall be Members. The Declarant shall also be a Member so long as it owns any portion of the Properties.

Section 2. Voting Rights. Subject to the rights of the Developer, the Members of the Neighborhood Association have the voting rights specified in Article III of the Declaration.

A majority of voting interest cast shall be sufficient for corporate action except where provided otherwise in these By-Laws, the Articles or the Declaration. Any reference in these By-Laws to a "majority vote of the Members" or similar phrases shall mean a majority of the voting interests of the Members.

Section 3. Termination of Membership. The termination of membership in the Master Association does not relieve or release any former Member from liability or obligation incurred under or in any way connected with the Neighborhood Association during the period of its membership, nor does it impair any rights or remedies which the Neighborhood Association may have against any former Member arising out of or in any way connected with such ownership and membership and the covenants and obligations incident thereto.

Section 4. Annual Meetings. The first annual meeting of the Members shall be held within one (1) year from the date of incorporation of the Neighborhood Association at any time as may be determined by the Board, and each subsequent regular annual meeting of the Members shall be held yearly thereafter, at the hour and date to be determined by the Board.

Section 5. Special Meetings. Special meetings of the Members may be called at any time by the President or by a majority of the voting interest of the Board of Directors or upon written request of one-third (1/3) of all Members entitled to vote.

Section 6. Quorum. The presence at the meeting of a majority of the Members in person or by proxy shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration, or these By-Laws.

Section 7. Proxies. At all meetings of Members, each Member may vote in person or by proxy. All proxies shall be in writing and filed with the Secretary. Any proxy given shall be effective only for the specific meeting for which originally given and any lawfully adjourned meetings thereof. Every proxy shall be revocable and shall automatically cease upon conveyance by the Member of his Site. In no event shall a proxy be valid for a period of longer than ninety (90) days after the date of the first meeting for which it was given.

Section 8. Adjourned Meetings. If a quorum is present at any duly called meeting of the Members, the majority of the voting interests present may adjourn the meeting to a later date. When a meeting is adjourned it shall not be necessary to give notice of the time and place of its continuance if such are announced at the meeting being adjourned.

Section 9. Order of Business. The order of business at Member's meetings shall be substantially as follows:

A. Call of the roll and certification of quorum.

B. Proof of notice of meeting or waiver of notice.

C. Reading and disposal of any unapproved minutes.

D. Reports of Officers.

E. Reports of Committees.

F. Election of at large Director.

G. Unfinished Business.

H. New Business.

I. Adjournment.

Section 10. Minutes. Minutes of all meetings of the Neighborhood Association and of the Board of Directors shall be kept in a businesslike manner and available for inspection by Members or their authorized representatives and Board Members at all reasonable times and for a period of seven (7) years after the meeting.

Section 11. Parliamentary Rules. Roberts' Rules of Order (latest edition) shall govern the conduct of the Neighborhood Association meetings when not in conflict with the law or with the Declaration or these By-Laws.

Section 12. Action by Members Without Meeting. Any action required or permitted to be taken at a meeting of the Neighborhood Association may be taken without a meeting if written consents, setting forth the action to be taken, are signed by the Members having not less than the minimum number of votes that would be necessary to take such action at a meeting, or a majority of the total votes of the entire membership, whichever is greater. Upon receiving the requisite number of written consents, the Board of Directors may take the authorized action upon adopting a resolution to that effect. Within ten (10) days after adopting the resolution, the Board shall send written notice of the action taken to all Members who have not consented in

writing. Nothing in this paragraph shall be construed in derogation of Members' rights to call a special meeting of the membership as elsewhere provided in these By-Laws.

Section 13. Turnover and Transfer of Association Control. Prior to, or not more than sixty (60) days after Unit Owners other than the Developer own all of the condominium units planned for the Properties, the Developer shall relinquish control of the Neighborhood Association. Simultaneously, the Developer shall deliver to the Neighborhood Association all property of the Neighborhood Association held or controlled by the Developer. The Developer may turn over control of the Neighborhood Association to Members other than the Developer prior to the above time period, in its sole discretion, by causing all of its appointed Directors to resign, whereupon it shall be the affirmative obligation of the Members other than the Developer to elect Directors and assume control of the Neighborhood Association. Provided at least thirty (30) days' notice of Developer's decision to cause its appointees to resign is given to Members, neither the Developer nor such appointees shall be liable in any manner in connection with such resignations even if Members other than the Developer refuse or fail to assume control.

ARTICLE III
BOARD OF DIRECTORS: TERM OF OFFICE

Section 1. Number. Until turnover, the affairs of this Neighborhood Association shall be managed by a Board of three (3) Members who shall initially be appointed by the Developer.

After turnover, the affairs of the Neighborhood Association shall be managed by a Board of Directors comprised of one (1) Member appointed by the board of directors of each condominium association within the Neighborhood. If there are fewer than three (3) condominium associations within the Neighborhood, such associations shall elect an at-large Member.

Section 2. Term of Office. Each Director shall hold office for a term of one (1) year.

Section 3. Removal. Any Director may be removed from the Board, with or without cause, by a majority vote of the Members. In the event of death, resignation or removal of a Director, his successor, in the case of the at-large Member, shall be selected by the remaining Members of the Board and shall serve for the unexpired term of his predecessor.

Section 4. Compensation. No director shall receive compensation for any service he may render to the Neighborhood Association. However, any Director may be reimbursed for his actual expenses incurred in the performance of his duties.

Section 5. Action Taken Without a Meeting. The directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all directors. Any action so approved shall have the same effect as though taken at a meeting of the Directors.

ARTICLE IV
APPOINTMENT OF DIRECTORS

Section 1. Appointment by Developer. Prior to turnover as provided in the Declaration, the Directors shall be appointed by the Developer.

Section 2. Appointment by Condominium Association. Following turnover, the Board of Directors of each Condominium Association within the Neighborhood and the Board of Directors of the Marina Association shall each appoint one Director.

ARTICLE V
MEETINGS OF DIRECTORS

Section 1. Regular Meetings. Regular meetings of the Board of Directors shall be held as determined by the Board, at such place and hour as may be fixed from time to time by resolution of the Board. Notice of all meetings shall be posted conspicuously on the Neighborhood Association property at least forty-eight (48) hours in advance, except in an emergency. Notice of any meeting in which assessments are to be considered shall specifically contain a statement that assessments will be considered and the nature of any such assessments.

Section 2. Special Meetings. Special meetings of the Board of Directors shall be held when called by the President of the Neighborhood Association, or by a majority of the directors, after not less than three (3) days' notice, unless waived, by each Director.

Section 3. Quorum. A majority of the number of Directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the Directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

Section 4. Open Meetings. Meetings of the Board of Directors shall be open to Members, but Members shall not be entitled to participate at such meetings.

ARTICLE VI
POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 1. Power. In addition to powers granted by law, the Board of Directors shall have power to:

A. Adopt and publish rules and regulations governing the use of the Neighborhood Association and the Neighborhood Association Common Areas and facilities, and the personal conduct of the Members and their guests thereon, and to establish penalties for the infraction thereof;

B. Suspend the right to use the recreational facilities, if any, of a Member during any period in which such Member shall be in default in the payment of any assessment levied by the Master Association;

C. Exercise for the Neighborhood Association all powers, duties and authorities vested in or delegated to this Neighborhood Association and not reserved to the membership by other provisions of these By-Laws, the Articles of Incorporation or the Declaration;

D. Employ a manager, an independent contractor, or such employees as they may deem necessary and to proscribe their duties; and

E. Appoint from time to time such standing or temporary committees as the Board may deem necessary and convenient for the efficient and effective operation of the Master Association as proscribed by these By-Laws and the Declaration.

Section 2. Duties. It shall be the duty of the Board of Directors to:

A. Cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the Members at the annual meeting of the Members or at any special meeting when such statement is requested in writing by one-third (1/3) of the Members;

B. Supervise all officers, agents and employees of this Neighborhood Association and to see that their duties are properly performed;

C. As more fully provided in the Declaration to: (1) fix the date of commencement and the amount of the annual assessment against each Site at least thirty (30) days in advance of each annual assessment period, which date of commencement for the annual assessment shall be January 1 of each year; and (2) send written notice of each assessment to each Member;

D. Issue, or to cause an appropriate officer to issue, upon demand by a person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;

E. Procure and maintain adequate officer and director liability insurance, if available; and hazard and other types of insurance on property owned or maintained by the Neighborhood Association;

F. Cause all officers or employees having fiscal responsibilities to be bonded, as and if they may deem appropriate;

G. Cause the Neighborhood Association Common Areas to be maintained;

H. Prepare the annual budget; and

I. Perform or act upon anything else required by law.

ARTICLE VII
OFFICERS AND THEIR DUTIES

Section 1. Enumeration of Officers. The officers of this Neighborhood Association shall be a President, Vice President and Secretary/Treasurer, who shall at all times be Members of the Board of Directors and such other officers as the Board may from time to time by resolution create.

Section 2. Election of Officers. The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the Members.

Section 3. Term. The officers of this Neighborhood Association shall be elected annually by the Board and shall hold office for one (1) year unless he shall sooner resign or shall be removed or otherwise disqualified to serve.

Section 4. Special Appointments. The Board may elect such other officers as the affairs of the Neighborhood Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from tine to time, determine.

Section 5. Resignation and Removal. Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time by giving written notice to the Board, the President or the Secretary/Treasurer. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 6. Vacancies. A vacancy in any office may be filled by appointment by the Board. The office appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

Section 7. Multiple Offices. The office of Secretary/Treasurer may be held by the same person. N person shall simultaneously hold more than one of any of the other offices except in the case of special office created pursuant to Section 4 of this Article, however, no person shall simultaneously hold the office of Presider and Secretary.

Section 8. Duties. The duties of the officers are as follows:

PRESIDENT

A. The President shall preside at all meetings of the Board of Directors; shall see th orders and resolutions of the Board are carried out; shall sign all leases, mortgage deeds and other written instruments and shall co-sign all promissory notes. He sh also be authorized to sign checks.

VICE-PRESIDENT

B. The Vice President shall act in the place and stead of the President in the event of h absence, inability or refusal to act; and shall exercise and discharge such other duti as may be required of him by the Board.

C. The Secretary shall record the votes and keep the minutes of all meetings a proceedings of the Board and of the Members, keep the corporate seal of t Neighborhood Association and affix it on all papers requiring said seal; serve noti of meetings of the Board and of Members; keep appropriate current records showi the Members of the Neighborhood Association together with their addresses and sh perform such other duties as required by the Board.

TREASURER

D. The Treasurer shall receive and deposit in appropriate bank accounts all monies of t Neighborhood Association and shall disburse such funds as directed by resolution the Board of Directors; shall sign all checks and promissory notes of the Neighborho Association; keep proper books of account, cause an annual audit of the Neighborho Association books to be made at the completion of each fiscal year; and shall prep an annual budget and a statement of income and expenditures to be presented to t membership at its regular annual meeting; and deliver a copy of each to the Membe pursuant to the provisions of the Declaration and these By-Laws.

ARTICLE VIII
BOOKS AND RECORDS

The books, records and papers of the Neighborhood Association shall at all times during reasona hours be subject to inspection by any Member. The Declaration, the Articles of Incorporation and the By-L of the Neighborhood Association shall be available for inspection by any Member at the principal office of Neighborhood Association, where copies may be purchased at reasonable cost.

ARTICLE IX
FISCAL MATTERS AND ASSESSMENTS

Section 1. Assessments. As more fully provided in the Declaration, each Member is obligated to pay to the Neighborhood Association assessments. No Owner may waive or otherwise escape liability for the assessments provided for herein by nonuse of the Neighborhood Association Common Areas or abandonment of his Site.

Section 2. Bank Accounts. The Neighborhood Association shall maintain its accounts in such 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 Neighborhood Association funds in interest-bearing accounts, money market funds, certificates of deposit, U.S. Government securities, and other similar investment vehicles.

Section 3. Budget. The Board of Directors shall, prior to the end of the fiscal year, adopt an annual budget for common expenses for the next fiscal year of the Neighborhood Association as more fully provided in the Declaration. The budget shall be detailed and shall show the amounts budgeted by accounts and expense classifications.

Section 4. Reserves for Capital Expenditures and Maintenance. In addition to annual operating expenses, the proposed budget must include reserve accounts for capital expenditures and deferred maintenance. The amount to be reserved shall be computed by a formula based upon estimated life and replacement cost of each item, and such formula shall be set forth in the proposed budget. These reserves shall be funded unless the voting representatives subsequently determine by majority vote of Members at a duly called meeting to fund no reserves or less than adequate reserves for a fiscal year. The vote to waive or reduce reserves, if any is taken, may be taken only after the proposed budget has been mailed to Members. Reserves funded under this Section shall be used only for the specific purpose for which they were reserved unless their use for other purposes is first approved by a majority of the voting interests present and voting at a duly called Members' meeting. The Developer shall not be responsible for payment of any reserve amounts.

Section 5. General Maintenance Reserves. In addition to the reserves provided above, or in place of them, the Board may establish one or more additional reserve accounts for general operating expenses, repairs, minor improvements or deferred maintenance. The purpose of the reserves is to provide financial stability and to avoid the need for special assessments on a frequent basis. The amounts proposed to be so reserved shall be shown in the proposed annual budget each year. These funds may be spent for any purpose approved by the Board. The Developer shall not be responsible for payment of any general maintenance reserves.

Section 6. Fidelity Bonds. The Treasurer, and all other officers who are authorized to sign checks, and all Directors and employees of the Neighborhood Association handling or responsible for Neighborhood Association funds, shall be bonded in such amounts as may be required by law or otherwise determined by the Board of Directors. The premiums on such bonds shall be paid by the Neighborhood Association.

Section 7. Fiscal Year. The fiscal year of the Neighborhood Association shall begin on the first day of January and end on the 31st day of December of every year, except that the first fiscal year shall begin on the date of incorporation.

Section 8. Financial Information. Not later than sixty (60) days after the close of each fiscal year, the Board shall cause to be prepared a financial statement showing in reasonable detail the financial condition of the Neighborhood Association as of the close of its fiscal year and an income and expense statement for the year, detailed by accounts. Copies of these statements shall be furnished to each Condominium Association, which shall provide copies to each Unit Owner in the condominium. If called for by a majority of the Members, the Board shall present a full and clear statement of the business and condition of the Neighborhood Association.

Section 9. Application of Payments and Co-Mingling of Funds. All sums collected by the Neighborhood Association may be co-mingled in a single fund or divided into two or more funds, as determined by the Board of Directors. All payments on account by a Site Owner shall be applied as to interest, delinquencies, costs and attorney's fees, other charges, and general or special assessments, in such manner and amounts as the Board of Directors may determine, subject, however, to the Declaration.

ARTICLE X
CORPORATE SEAL

The Neighborhood Association shall have a seal in circular form having within its circumference the words SOUTHPOINTE NEIGHBORHOOD ASSOCIATION, INC., a Florida Corporation not-for-profit.

ARTICLE IX
AMENDMENTS

Section 1. These By-Laws may be amended at a regular or special meeting of the Members, by a vote of a majority of a quorum of Members present in person or by a duly elected alternate.

Section 2. In the case of any conflict between the Articles of Incorporation and these By-Laws, the Articles shall control; and in the case of any conflict between the Declaration and these By-Laws, the Declaration shall control.

ARTICLE XII
DEVELOPER'S RIGHTS

Section 1. Developer's Rights. So long as the Developer holds Sites or Units for sale in the ordinary course of business, none of the following actions may be taken without approval in writing by the Developer.

A. Any amendment to the Neighborhood Association documents which would adversely affect the Developer's rights.

B. Any action by the Association that would be detrimental to the sales of Sites or Units by the Developer. However, an increase in assessments for common expenses shall not be deemed to be detrimental to the sales of Sites or Units.

IN WITNESS WHEREOF, we being all of the directors of SOUTHPOINTE NEIGHBORHOOD ASSOCIATION, INC., a Florida not-for-profit have adopted these Bylaws on August 18, 1994.

JOHN W. McGIFFEN
Director

FRED CHAMBERLAIN
Director

SUSAN EGGLESTON
Director

CERTIFICATION

I, THE UNDERSIGNED, DO HEREBY CERTIFY:

THAT I am the duly elected and acting Secretary of SOUTHPOINTE NEIGHBORHOOD ASSOCIATION, INC., a Florida Corporation, not-for-profit, and

THAT the foregoing By-Laws constitute the original By-Laws of said Neighborhood Association, as duly adopted at a meeting of the Board of Directors thereof, held on the 18th day of August, 1994.

JOHN W. McGIFFEN
Secretary

STATE OF FLORIDA
COUNTY OF ~~COLLIER~~ SARASOTA

The foregoing instrument was acknowledged before me this 18th day of August, 1994, by JOHN W. McGIFFEN, Secretary of SOUTHPOINTE NEIGHBORHOOD ASSOCIATION, INC., a Florida corporation, on behalf of the corporation. He is personally known to me or has produced _____ as identification.

Notary Public
Printed Name of Notary:
SUSAN E. EGGLESTON

My Commission Expires: 1/9/99

SUSAN E EGGLESTON
My Commission CC424725
Expires Jan. 09, 1999
Bonded by ANB
800-852-5878

7/28/94 6:6