

This instrument prepared by:
Christopher J. Shields, Esq.
PAVESE LAW FIRM
1833 Hendry Street
Fort Myers, Florida 33901
(239) 334-2195

**CERTIFICATE OF AMENDMENT
TO THE AMENDED AND RESTATED
DECLARATION OF COVENANTS AND RESTRICTIONS OF
SUMMERWIND
AND TO THE AMENDED AND RESTATED BYLAWS OF
SUMMERWIND MASTER ASSOCIATION, INC.**

THE UNDERSIGNED, being duly elected and acting President and Secretary, respectively, of **SUMMERWIND MASTER ASSOCIATION, INC.**, a Florida corporation not-for-profit, do hereby certify that all the resolutions set forth below were approved, evidenced by a written statement or ballot manifesting their intention that such amendments be adopted. The resolutions were approved and adopted by the votes indicated for the purposes of amending the Declaration of Covenants and Restrictions of Summerwind, and the Bylaws of Summerwind Master Association, Inc., as recorded in Official Records Book 2477, Pg. 311-406, et. seq., of Lee County Public Records, and as may have been subsequently amended.

1. The following resolution was approved in accordance with the voting threshold set forth in the Declaration:

RESOLVED: That the Declaration of Declaration of Covenants and Restrictions of Summerwind, be and is hereby amended and restated, and the Amended and Restated Declaration of Covenants and Restrictions of Summerwind, is adopted in the form attached hereto as **Exhibit "1"**, and made a part hereof;

2. The following resolution was approved in accordance with the voting threshold set forth in the Bylaws:

RESOLVED: That the Bylaws of Summerwind Master Association, Inc. be and are hereby amended and restated, and the Amended and Restated Bylaws of Summerwind Master Association, Inc. is adopted in the form attached hereto as **Exhibit "2"**, and made a part hereof; and

RESOLVED: That the officers and directors are hereby instructed and authorized to execute the aforementioned document and cause it to be filed of public record, together with a Certificate of Amendment.

Dated this 8th day of February, 2017.

SUMMERWIND MASTER
ASSOCIATION, INC.,

WITNESS:

Dana Paige

Dana Paige
Printed Name of Witness

By:

David Race
Print Name: David Race
Title: President

WITNESS:

Dana Paige

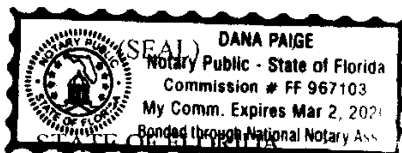
Dana Paige
Printed Name of Witness

Attest:

Barbara Maul
Print Name: BARBARA MAUL
Title: Secretary

STATE OF FLORIDA)
COUNTY OF LEE)

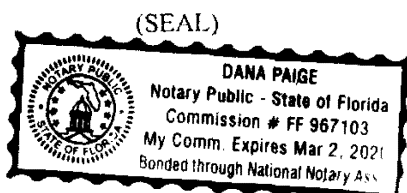
The foregoing instrument was acknowledged before me this 8th day of February, 2017, by David Race, President of Summerwind Master Association, Inc., a non-profit Florida corporation, on behalf of the corporation. He is personally known to me or has produced _____, as identification and did not take an oath.



COUNTY OF LEE)

Dana Paige
Notary Public
Dana Paige
Printed Name of Notary

The foregoing instrument was acknowledged before me this 8th day of February, 2017, by Barbara Maul, Secretary of Summerwind Master Association, Inc., a non-profit Florida corporation, on behalf of the corporation. She is personally known to me or has produced _____, as identification and did not take an oath.



Dana Paige
Notary Public
Dana Paige
Printed Name of Notary

This Instrument prepared by:
Christopher J. Shields, Esq.
PAVESE LAW FIRM
1833 Hendry Street
Fort Myers, Florida 33901
(239) 334-2195

**AMENDED AND RESTATED MASTER
DECLARATION OF COVENANTS AND RESTRICTIONS
FOR
SUMMERWIND**

(SUBSTANTIAL REWORDING OF DECLARATION AND BYLAWS. PLEASE SEE ORIGINAL DECLARATION, AS RECORDED IN OFFICIAL RECORDS BOOK 2477, PAGES 311-406, IN THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA).

The Master Association, as representatives of the members in Summerwind pursuant to the amendment powers contained in the Master Declaration of Covenants and Restrictions and the Amended and the Florida Statutes, after proper notice and discussion, and after recommendation and approval, file this Amended and Restated Master Declaration of Covenants and Restrictions.

1. CONFIRMATION OF PRIOR STATEMENT OF MASTER DECLARATION OF COVENANTS AND RESTRICTIONS SUBMISSION: The members of the Summerwind Master Association, Inc., do hereby confirm the Restatement of the Declaration of Covenants and Restrictions as reflected in the Public Records of Lee County, Florida as follows: Master Declaration of Covenants and Restrictions Submission, Official Record Book 2477, Pages 311-406, Public Records of Lee County, Florida.

2. DEFINITIONS. The following definitions shall apply to the terms used in this Declaration and its recorded exhibits, or if not defined below unless the context clearly requires another meaning.

2.1 “Architectural Review Board” (“ARB”) means the Architectural Review Board as established and empowered in Section 9 of this Master Declaration. The “Architectural Review Committee” as used in the Architectural Guidelines and Review Procedures shall be synonymous to the Architectural Review Board.

2.2 “Assessment” or “Assessments” means a share of the funds required for the payment of the expenses of the Master Association which from time to time is assessed against the respective Condominium Associations. Each Association Member shall be assessed based upon the number of Condominium Units within their respective Condominium as it relates to the overall number of Units within Summerwind. There are one hundred and sixty-eight (168) total Units within Summerwind.

2.3 “Board” or “Master Board” means the Board of Directors of Summerwind Master Association, Inc.

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2.4 "**Common Area**" or "**Community Common Area**" means and refers to all property whether real or personal which is intended to be owned and operated by, or which has been dedicated to, the Master Association. The term "common area" shall include, but not be limited to, any parcels, tracts or easements which have been deeded to and/or dedicated to Summerwind Master Association, Inc., as well as parcels or tracts, and any other lands, tracts, parcels or improvements as may be depicted as common area on the subdivision plat.

2.5 "**Common Expenses**" means and refers to the estimated or actual cost of:

- (A) administration and management of the Master Association;
- (B) maintenance, ownership and operation of the Common Areas;
- (C) any item designated by the Board as a Common Expense; and
- (D) any service, tax, premium, assessment or charge reasonably or necessarily incurred by the Master Association arising from its ownership, operation, maintenance, management, administrative or other duties set forth herein, in the Articles, Bylaws, or Rules and Regulations, in furtherance of the purposes of the Master Association, or incurred in discharge of any duty expressly or impliedly imposed on the Master Association by this Declaration or by Governmental Requirement.

2.6 "**Community**" means all real property comprising Summerwind Master Association, Inc., and the improvements thereon.

2.7 "**Condominium Association**" means the various condominium associations which operate condominiums within Lakeview at Summerwind and Golfview at Summerwind.

2.8 "**County**" or "**the County**" means Lee County, Florida.

2.9 "**Declarant**" or "**Developer**" means and refers to Community Development-Westbury Gateway Joint Venture, a Florida joint venture partnership, which was the Declarant of the Declaration recorded in Official Records Book 2477, Pages 311-406, and was the Developer of Summerwind.

2.10 "**Domestic Partners**" means two adults who have chosen to share their lives in a committed relationship that includes a mutual and exclusive commitment to each other's well-being, wherein each partner shares the same permanent address, have no blood relationship that would preclude marriage in the State of Florida, are of the age of legal majority, are jointly responsible for each other's common welfare, share financial interdependence and mutual obligation akin to those of marriage. Domestic Partners shall be considered as married individuals for the purpose of the Declaration.

2.11 **"Family"** or **"Single Family"** shall refer to any one of the following:

2.11.1 One natural person, his or her spouse or Domestic Partner, if any, and their custodial children, if any.

2.11.2 Not more than two natural persons not meeting the requirement of Article 2.11.1 above, but who customarily and continuously reside together as a single housekeeping Unit, and the custodial children of said parties, if any.

2.11.3 The reference to "natural" herein is intended to distinguish between an individual and a corporation or other artificial entity. "Family member" is a person who resides in a Unit as part of the Owner's Family, but is not a title holder.

2.12 **"Gateway Services District" or "GSD"** is a Community Development District which has been created and to which Summerwind is located within the jurisdiction of said district.

2.13 **"Governing Documents"** means this Amended and Restated Declaration, and the Articles of Incorporation, Bylaws, and the Rules and Regulations of the Master Association and as amended therein or as later amended. In the event of a conflict in the interpretation of the Governing Documents, they shall be applied in the order of priority as listed herein.

2.14 **"Governmental Approvals"** means and refers to development orders, site plan approvals, governmental stipulations, conditions, permits, requirements and building permits, as they may be amended from time to time, authorizing the development of the Community as Summerwind.

2.15 **"Governmental Authority"** means and refers to the County, the state or federal government, a public or quasi-public entity, and any division or subdivision of any of them.

2.16 **"Governmental Requirements"** means and refers to any law, act, statute, code, ordinance, order, rule, regulation, judgment, decree, writ, injunction, franchise, permit, certificate, license, authorization, or other direction or requirement of any Governmental Authority now existing or hereafter enacted, adopted, promulgated, entered or issued application to Summerwind or the Community.

2.17 **"Institutional Mortgagee"** means:

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

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

(C) the Developer, and any and all investors or lenders, or the successors and assigns of such investors or lenders which have loaned money to Developer to acquire, develop, or construct improvements upon, the Community and who have a mortgage lien on all or a portion of the Community securing such loan. An Institutional Mortgage" is a mortgage held by an Institutional Mortgagee encumbering a Unit.

2.18 **"Lands"** means the land described in Exhibit "A" to the original recorded Declaration and as later added or amended from time to time, and which is also attached as Exhibit "A" to this Amended and Restated Declaration.

2.19 **"Living Unit"** or **"Unit"** means any residential dwelling unit created and located within Lakeview at Summerwind which consists of forty (40) Units; Golfview at Summerwind which consists of twenty-four (24) Units; Lakeview II at Summerwind which consists of forty (40) Units; Golfview II at Summerwind which consists of sixteen (16) Units and Golfview III at Summerwind which consists of forty-eight (48) Units. There are one hundred and sixty-eight (168) total Units within Summerwind.

2.20 **"Master Association"** means and refers to Summerwind Master Association, Inc., a Florida corporation, not-for-profit. Each and every Unit Owner within any of the five (5) respective Golfview and Lakeview Condominium Associations are automatically bound by the terms of the Governing Documents of Summerwind, as may be later amended.

2.21 **"Member" or "Association Member"** means each Condominium Association within the Community which shall be a Member of the Master Association and who are entitled to membership in the Master Association as provided in the Governing Documents. No individual Owner of any Unit which is subject to the jurisdiction of a Condominium Association shall be a Member of the Master Association.

2.22 **"Owner" or "Unit Owner" or "Contributing Unit"** means the record owner of legal title to any Condominium Unit within Summerwind.

2.23 **"Parcel"** means any and all unplatted portions of the Community.

2.24 **"Rules and Regulations"** means the administrative regulations governing use of the Common Areas and procedures for administering the Master Association, as adopted, and amended from time to time by resolution of the Board of Directors.

2.25 **"SFWMD"** means South Florida Water Management District.

2.26 **"Summerwind Community" or "Summerwind"** means:

2.26.1 The overall planned residential community containing approximately 13.7 acres in Fort Myers, Florida and which is located in Tract M, Phase 9, as recorded in Plat Book 47, Pages 18 and 19, of the Public Records of Lee County, Florida, a copy of which is attached as Exhibit "A-1".

2.26.2 The Summerwind property is further subject to the terms, conditions, obligations and restrictions described in the Declaration of Restrictions and Protective Covenants for Tract "M", Phase 9, Area One, Lee County, Florida, dated December 28, 1990, and recorded on January 18, 1991, in Official Records Book 2198, Page 2059, of the Public Records of Lee County, Florida.

2.26.3 The Summerwind property is further subject to Gateway Greens Restrictions which means the Declaration and General Protective Covenants for Gateway Greens recorded in Official Records Book 1977, Page 1367, of the Public Records of Lee County, Florida, as amended which instrument sets forth certain land use restrictions and covenants for various portions of Gateway.

2.27 **"Structure"** means something built or constructed, or any piece of work artificially built up or composed of parts joined together in some definite manner, the use of which requires a more or less permanent location on the ground, or which is attached to something having a permanent location on the ground. The term shall be construed as if followed by the words "or part thereof."

The term includes, without limitation, all Units, swimming pools, spas, fences, flagpoles, antennas, swing sets and/or other play equipment.

2.28 **"Surface Water Management System"** means and refers to the natural and artificial conditions and improvements (including lakes, canals, swale areas, retention areas, culverts, pipes, pumps, catch basins, grading, drainage structures and related appurtenances) for the management of surface water within the Community as described in and regulated pursuant to a permit issued by the South Florida Water Management District, as amended from time to time.

2.29 **"Tract"** means any and all platted portions of the Community.

2.30 **"Voting Interests"** means the arrangement established in Section 2 of the Bylaws of the Master Association by which Member Associations are entitled to vote in the affairs of the Master Association.

3. GENERAL DEVELOPMENT PLAN. The Community is a residential, multi-family community, consisting of one hundred sixty-eight (168) multi-family condominium units. All exhibits to the originally recorded in the prior Declaration of Covenants and Restrictions, or any amendments thereto, are incorporated by reference to this Amended and Restated Declaration and Bylaws.

4. THE MASTER ASSOCIATION'S PURPOSES AND POWERS. The primary purposes of the Master Association are to hold title to, operate and maintain the Common Areas of Summerwind; to enforce restrictive covenants applicable to the Community; to provide architectural and aesthetic control; and to take such other action as the Master Association is authorized or required to take with regard to the Community pursuant to the Governing Documents. The Master Association shall operate, insure, maintain and repair all property and related improvements which were originally designated by Declarant as Common Areas, regardless of whether legal right or title to that property has been formally conveyed to the Master Association. If the streets, roads and road rights-of-way are dedicated to the public, or to the Master Association, the Master Association may nevertheless expend Master Association funds to maintain and repair such property including providing betterments and enhancements to said property.

4.1 The Developer submitted a tract of land consisting of 13.7 acres in Lee County, Florida. The Developer established a plan for Summerwind and has formed an entity to administer its plan, the Summerwind Master Association, Inc. and Covenants and Restrictions running with the land comprising Summerwind (referred to herein as the "Summerwind Covenants").

4.2 The plan for development is also affected by this Summerwind Master Declaration, as amended and restated herein, which describes certain common property which serves all of Summerwind, including but not limited to, the roadways, lake(s), entranceway, swimming pool, spa, bathhouse, parking spaces and any other recreational facilities, and the administration, maintenance and upkeep of such common property and the manner by which the costs thereof are assessed by the Summerwind Master Association against each Association Member, or Owner Members (as these terms are defined herein) and grants to the Summerwind Master Association certain remedies for the enforcement of such assessments, including, but not limited to, lien rights against each "Unit."

On or before the date each assessment for Common Expenses for the Master Association is due, each Association Member shall be required to and shall pay to the Master Association an amount equal to the assessment for Common Expenses per Unit, multiplied by the number of Units within the property then owned and/or under the jurisdiction of such Association Member.

This Summerwind Declaration also sets forth certain restrictions on the use of all Units. The term "Unit" under the Summerwind Master Declaration includes, but is not limited to, the Condominium Units. Pursuant to the Summerwind Declaration, Articles of Incorporation and Bylaws of Summerwind Master Association, each Condominium Association or Association

located within Summerwind shall be a member of the Summerwind Master Association.

4.3 Common Areas. Areas shown on the attached survey and so indicated shall be Common Areas to be kept and maintained by the Master Association. These Common Areas shall include, but shall not be limited to, the land areas designated as "Roadways", "Parking", "Utility Easement Areas", "Pool and Bathhouse", "Lake(s)", "Open Area", "Spa and Deck Area" and "Storm Drainage and Retention Area". Any Common Area shall be used for the intended purpose thereof and no loitering, nuisances, picketing or demonstration shall be permitted thereon.

4.3.1. Roadway. The Roadways shall always be kept and maintained by the Master Association for roadways and as a means of ingress and egress to and from, between and among, publicly dedicated streets, if any, and all portions of Summerwind.

4.3.2. Parking. All guest parking and parking areas shall always be kept and maintained by the Master Association. All parking shall be assigned only to the Condominium Unit Owners at Summerwind. Although the parking shall be a Limited Common Element, the Master Association shall maintain the parking and charge the Unit Owner who uses the parking for the maintenance. All guest parking shall be a Common Element and the costs and expenses associated therewith shall be expenses. Unattached garages and assigned parking spaces shall not be Common Areas of the Master Association.

4.3.3. Utility Easement Area. Those portions of the Common Area now or hereafter designated or now or hereafter used as a utility easement shall always be kept and maintained for the installment and maintenance, construction and repair of utility facilities, including but not limited to, electric power, telephone, sewer, water, gas, drainage, irrigation, lighting, cable and television transmission.

4.3.4. Open Areas. All portions of the Common Areas which were originally improved, grassed, planted, irrigated, landscaped or paved by the Developer shall be kept and maintained as improved.

4.3.5. Pool, Bathhouse, Spa and Deck Areas. The pool, bathhouse, spa and deck areas shall be kept and maintained as a pool, bathhouse, spa and pool deck area. Certain easements required as part of the drainage plan for Summerwind may be located under a portion of this area and the Master Association shall specifically be responsible for the repair and replacement of same as an expense. All furnishings around the pool shall also be an expense of the Master Association.

4.3.6. Lake. The lake is for water management purposes only. No recreational uses of the lake are allowed. The maintenance of the lake shall be an expense of the Master Association.

The administration, management, operation and maintenance of the Common Areas shall

be the responsibility of the Master Association except as is specifically otherwise provided herein or in an amendment. The Master Association, by its Board, shall have the right to promulgate and impose rules and regulations consistent with the provisions of these Summerwind Covenants and thereafter may modify, alter, amend, rescind or augment any of the same consistent with the terms hereof (collectively the "Rules") with respect to the use, operation and enjoyment of the Common Areas and any improvements located thereon (including, but not limited to, establishing reasonable fees for the use of the recreation facilities, establishing hours and manner of operation and establishing requirements as to dress and decorum).

4.4 Easements. Each of the following easements are hereby created, which shall run with the land and, notwithstanding any of the other provisions of this Declaration, may not be substantially amended or revoked in such a way as to unreasonably interfere with their proper and intended uses and purposes, and each shall survive the termination of this Declaration.

4.4.1. Surface Water Management System Easement. Easement in favor of the Master Association over, through and across all Common Areas to install, repair, maintain, and operate the Surface Water Management System.

4.4.2. Perpetual Nonexclusive Easement in Common Areas. The Common Areas shall be, and the same are hereby declared to be, subject to a perpetual non-exclusive easement in favor of all Owners and residents of the subject property and their guests and invitees for all proper and normal purposes and for the furnishing of services and facilities for which the same are reasonably intended.

4.4.3. Easements for Pedestrian and Vehicular Traffic. Easements for pedestrian traffic over, through and across sidewalks, paths, lanes and walks, as the same may from time to time exist upon the Common Areas and be intended for such purpose; and for pedestrian and vehicular traffic and parking over, though, across and upon such portion of the Common Areas as may from time to time be paved and intended for such purposes, same being for the use and benefit of the Owners and the residents.

4.5 Manager. The Master Association may contract, employ and pay for the services of an entity or person to assist in managing its affairs and carrying out its responsibilities, and may employ other personnel as the Master Association shall determine to be necessary or desirable.

4.6 Personal Property. The Master Association may acquire and hold tangible and intangible personal property and may dispose of the same by sale or otherwise.

4.7 Insurance. The Master Association at all times shall procure and maintain adequate policies of public liability and other insurance as it deems advisable or necessary and as required in Section 13 below. The Master Association additionally shall cause all persons with access to Master Association funds to be insured or bonded with adequate fidelity insurance or bonds.

4.8 Express and Implied Powers. The Master Association may exercise any rights, power or privilege given to it expressly by the Governing Documents or by the law in effect at the time this Declaration is recorded, and every other right, power or privilege reasonably inferable therefrom.

4.9 Acts of the Master Association. Unless the approval or affirmative vote of the members is specifically made necessary by some provision of applicable law or the Governing Documents, all approvals or actions permitted or required to be given or taken by the Master Association may be given or taken by its Board of Directors, without a vote of the members. The officers and Directors of the Master Association have a fiduciary relationship to the members. A member does not have the authority to act for the Master Association by reason of being a member.

4.10 Articles of Incorporation. A true and correct copy of the Articles of Incorporation of the Master Association are attached as Exhibit "B."

4.11 Bylaws. The Bylaws, as amended and restated, of the Master Association shall be the Bylaws attached as Exhibit "C" as they may be amended from time to time.

4.12 Official Records. The official records of the Master Association shall be maintained within the State of Florida and must be open to inspection and available for photocopying by members or their authorized agents at reasonable times and places within ten (10) business days after receipt by the Master Association of a written request for access. This requirement may be complied with by having a copy of the official records available for inspection or copying within the Community. The Master Association may adopt reasonable written rules governing the frequency, time, location, notice, and manner of inspection, and may impose fees to cover the costs of providing copies of the official records, including, without limitation, the costs of copying. The Master Association shall maintain an adequate number of copies of the recorded governing documents, to ensure their availability to members and prospective members, and may charge its actual costs for reproducing and furnishing these documents to those persons who are entitled to receive them. The following information or records shall not be available for inspection by members pursuant to Florida law:

(A) Any record protected by the lawyer-client privilege and any record protected by the work-product privilege.

(B) Information obtained by the Master Association in connection with the approval of the lease, sale, or other transfer of a parcel.

(C) Personnel records of the Master Association's employees, including, but not limited to, disciplinary, payroll, health, and insurance records.

(D) Medical records of Owners or Community residents.

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(E) Social security numbers, driver's license numbers, credit card numbers, electronic mailing addresses, telephone numbers, emergency contact information, any addresses for a Unit Owner other than as provided for Master Association notice requirements, and other personal identifying information of any person, excluding the person's name, property designation, mailing address, and property address.

(F) Any electronic security measure that is used by the Master Association to safeguard data, including passwords.

(G) The software and operating system used by the Master Association which allows the manipulation of data, even if the Owner owns a copy of the same software used by the Master Association. The data is part of the official records of the Master Association.

5. MEMBERSHIP AND VOTING RIGHTS IN THE MASTER ASSOCIATION.

5.1 Membership. The Members of the Master Association shall be comprised of the respective Condominiums which are operated and administered by their respective Condominium Associations. There are five (5) separate and distinct Condominiums namely Golfview at Summerwind which consists of twenty-four (24) Units located in three (3) buildings; Golfview II at Summerwind which consists of sixteen (16) Units located in two (2) buildings; Golfview III at Summerwind which consists of forty-eight (48) Units located in six (6) buildings; Lakeview at Summerwind which consists of forty (40) Units located in five (5) buildings; and Lakeview II at Summerwind which consists of forty (40) Units located in five (5) buildings. Each of these respective Condominium Associations constitutes the Members of the Master Association. Each Member or Member Association shall be entitled to one (1) vote for each constituent Condominium Unit which is contained within each respective Member Association and consistent with each Member's obligation to pay assessments prorata on behalf of its constituent Units to the Master Association.

5.2 Membership Privileges. Notwithstanding the fact that no Condominium Unit Owner within these respective Condominiums and which is subject to the jurisdiction of the Master Declaration is a member of the Master Association, each Condominium Unit Owner shall be entitled to the benefit of and be subject to the Master Declaration and shall enjoy a nonexclusive easement over all Master Association Common Area property. There are a total of one hundred and sixty-eight (168) Units which were developed within Summerwind and each Condominium Unit Owners shall have membership privileges within Summerwind.

5.3 Master Association Rights and Easements. Members and their respective Owners in good standing have the non-exclusive right to use the Common Areas subject to:

(A) The right of the Master Association, by and through its Board of Directors,

to adopt the annual budget and to determine the annual assessments to be paid by members;

(B) The right of the Master Association, by and through its Board of Directors, to charge any admission, use, or other fees for any Common Areas as the Board may deem appropriate. The fees may be higher for non-owners than for owners;

(C) The right of the Master Association, by and through its Board of Directors, to suspend a Owner's right to use Common Areas for the period during which any assessment or charge against the Owner's Unit remains unpaid and past due, and for a reasonable period during or after any infraction of the Master Association's rules and regulations;

(D) The right of the Master Association, by and through its Board of Directors, to dedicate or transfer all or any part of the Common Areas to any governmental agency, public authority, or utility;

(E) The right of the Master Association, by and through its Board of Directors, to grant easements over, across or through the Common Areas;

(F) The right of the Master Association, by and through its Board of Directors, to convey temporary use rights to the Common Areas for use by non-members of the Master Association, or non-owners;

(G) The right of the Master Association, by and through its Board of Directors, and with the prior assent and approval of the Member Associations representing at least two-thirds (2/3rds) of the total Condominium Units within Summerwind, to borrow money for the purpose of improving the Common Areas, and in aid thereof, to pledge and/or mortgage Common Areas;

(H) The right of the Master Association, by and through its Board of Directors, to take such steps as are reasonably necessary to protect the Common Areas;

(I) The right of the Master Association, by and through its Board of Directors, to close or restrict access to the Common Areas for limited periods of time to conduct special events; and

(J) The right of the Master Association, by and through its Board of Directors, to regulate parking and traffic on the private roads within the Community, including without limitation the use of access gates or speed bumps or speed humps;

5.4 Delegation of Use Rights In Common Areas. Guests accompanied by a Unit Owner shall have the right to use the Common Areas, but only to the extent as otherwise provided

in this Master Declaration, the Bylaws, or in the Master Association's rules and regulations, and subject to the conditions, limitations and restrictions as may be stated therein. The Master Association may issue guest passes to bona fide guests of Unit Owners when not personally accompanied by the Unit Owner. If the Master Association permits a Unit Owner to delegate his/her use rights in Common Areas to his/her guests, then a fee may be imposed, which fee may be charged in an amount which is not necessarily limited by or related to the cost of processing the delegation. Each Unit Owner shall be financially and legally responsible to his or her prorata share of the assessments owing to their respective Condominium Association and for the actions and debts of any person to whom the Unit Owner has delegated his right to use the Common Areas. The Unit Owner may not delegate their obligation to pay their Condominium Association assessments. Upon the lease of a Unit to which a membership is appurtenant, the lessor may not retain the right to use the membership privileges of Summerwind during the term the underlying Unit is being leased or rented, in which case the Unit Owner shall have no such rights.

6. PROVISIONS FOR THE PRESERVATION OF THE VALUES AND AMENITIES OF SUMMERWIND. In order to preserve the values and amenities of Summerwind, the following provisions shall be applicable to the committed property:

6.1 Units; Residential Use. Each Condominium Unit shall be used as a single family residence as herein defined, and for no other purpose. No business or commercial activity shall be conducted in or from any Unit, nor may the address or location of the Unit be publicly advertised as the location of any business or commercial activity. Notwithstanding however, neither the listing on any occupational license nor the listing within any telephone directory of the Unit serving as a business address shall be dispositive of the property being used for commercial or business purposes. Any Owner may use his/her residence for incidental commercial purposes so long as (1) the property is not used for manufacturing, construction or installation of materials sold or advertised to be sold, whether to retail or wholesale customers; (2) the nature of the business activity does not invite or permit suppliers, customers or vendors to visit or frequent the Unit, even on isolated occasions; (3) the business activity within the Unit is limited to telephone calls and written correspondence to and from the Unit; and (4) no employees or contractors, other than those who regularly reside within the Unit may perform any work or other services to the business at the Unit. In addition to the foregoing, no Unit may be used as a place where babysitting, childcare, adult care or supervision, pet watching or other similar services are provided to persons or pets who reside outside the subdivision and in no event may anyone use their Unit to provide babysitting, childcare, adult care, or pet watching to more than two (2) persons or two (2) pets at any given period of time. Notwithstanding the foregoing, Owners may be entitled to pet watch up to four (4) otherwise compliant pets which are owned by other Owners who, in fact, reside in Summerwind. This restriction shall further not be construed to prohibit any Owner from maintaining a personal or professional library, from keeping personal, business or professional records in his Unit, or from handling personal, business or professional telephone calls and written correspondence in and from his Unit. Such uses are expressly declared customarily incident to residential use. No Unit may be permanently occupied by more than six (6) persons at any given time.

6.2. Maintenance of Premises. No weeds, underbrush, or other unsightly growths shall be permitted to grow or remain upon any Common Area and no refuse or unsightly objects shall be allowed to be placed or suffered to remain anywhere thereon.

6.3 Offensive Activities and Nuisances. No illegal, noxious, unpleasant, unsightly, noisy, or offensive activity shall be carried on or conducted upon or from any Unit nor shall anything be done thereon which may be or tend to become or cause an unreasonable annoyance or nuisance, whether public or private, to residents in the immediate vicinity, or to the Community in general, or which may be or tend to become an interference with the comfortable and quiet use, occupation, or enjoyment of any other Unit or any common property, unless specifically approved in writing by the Master Association. No activity that unreasonably interferes with another Owner's use and enjoyment of his Unit or the Common Areas may be conducted or maintained in any Unit. Any activity in a Unit which interferes with television, cable, radio or internet reception on another Unit is a nuisance and a prohibited activity.

6.4 Temporary Structures; Gas Tanks; Other Outdoor Equipment. Except as may be approved during reconstruction and renovation, no structure of a temporary character, or trailer, mobile home or recreational vehicle, is permitted in the Community at any time. No auxiliary building, shed structure, or the like, or swimming pool which is detached from the Unit shall be permitted, except with the prior written approval of the Architectural Review Board. Gas tanks, containers, or cylinders for barbeque grills or automatic generators are permitted, provided that they are installed in accordance with Florida law. Automatic generators and their accessory propane tanks, containers, or cylinders must receive written approval from the Architectural Review Board prior to construction or installation. Any outdoor equipment such as, but not limited to, pool equipment and water softening devices must be reasonably screened from the view from the street either by lattice or landscaping approved by the Architectural Review Board.

6.5 Irrigation System. The Master Association shall be responsible for maintaining and repairing the irrigation system on the Common Areas. Owners shall not interfere with the control of the irrigation system maintained by the Master Association, nor shall an Owner interfere with any of the components of said irrigation system. Owners shall be responsible for any damage caused by said Owner, their family, friends, guests or invitees to any of the equipment or to said irrigation system maintained by the Master Association. The times for use of the irrigation system will be determined by the Master Association.

6.6 Pets. No reptiles, livestock, poultry, pigs (including potbellied pigs) or animals of any kind, nature, or description shall be kept, bred, or raised upon subject property unless specifically approved in writing by the Master Association, except for domesticated breeds of household dogs or cats, may be kept, raised, and maintained upon subject property, provided that in all events, the number and mix of dogs and cats is limited to two (2) dogs or two (2) cats or one (1) dog and one (1) cat. Only Owners of Units are entitled to keep or have a pet. Renters and/or guests are not allowed to have or keep a pet. However, in no event may any Owner harbor, keep or have any dog or cat which weight exceeds forty (40) pounds. No "dangerous" or mischievous breeds of dog are permitted in the Community. Dangerous is defined by the Lee County

Domestic Animal services as: (a) a dog that has aggressively bitten, attacked, or endangered or has inflicted severe injury on a human being on public or private property; (b) has more than once severely injured or killed a domestic animal while off the owners property or (c) has, when unprovoked, chased or approached a person upon the streets, sidewalks, or any public grounds in a menacing fashion or apparent attitude of attack, provided that such actions are attested to in a sworn statement by one or more persons and dutifully investigated by the appropriate authority. Any pet must be carried, kept on a leash by a responsible adult, or contained by voice control or electronic collar when outside a Unit or fenced-in area. Each Owner shall be responsible for his or her pets and the pets of any person residing in his or her Unit. Any resident shall pick up and remove any solid animal waste deposited by his or her pet on the Common Area. The Master Association may require any pet to be immediately and permanently removed from the Community due to a violation of this Section, or may seek other remedies as provided in this Declaration.

6.7 Aesthetic Controls: Exterior Alterations, Additions, Improvements or Changes. No Owner or Member Association shall make, install, place, or remove any alterations, additions, improvements or changes of any kind or nature whatsoever to, in or upon any portion of the Owner's Unit unless the person seeking to make said change (the "Petitioner") first obtains the written consent of the Architectural Review Board of the Master Association to such addition, alteration, improvement or change. Any request for consent by the ARB to any addition, alteration, improvement or change shall be in writing and shall be accompanied by plans and specifications or other details as the ARB may deem reasonably necessary in connection with its determination as to whether or not it will consent to any such addition, alteration, improvement or change. The Master Association shall promulgate reasonable procedures and guidelines for the review process, and all Petitioners shall be bound by those procedures and guidelines, as well as the substantive rules to be applied by the ARB. Within thirty (30) days after a written request by a Petitioner, the ARB shall consent to or disapprove the request by written notice to the Petitioner submitting same, and if the ARB fails to disapprove the request within such thirty (30) day period, it shall be deemed to have consented to the request and shall give written notice of such consent upon request of the Petitioner. The ARB shall not be liable to any Petitioner in connection with the approval or disapproval of any alteration, addition, improvement or change. The ARB's approval as to any request shall not be unreasonably withheld, but may be withheld based upon aesthetic considerations. Any legal proceedings commenced by the Master Association to enforce this paragraph must be commenced within one (1) year of the date of the violation. The foregoing shall not be deemed to prohibit maintenance, repairs or replacements required to be made by the Petitioner, provided such maintenance, repairs or replacements are in substantial conformity, including materials and colors, with that originally installed by the Developer(s) or last approved by the Master Association. The Declarant established the architectural guidelines to be administered by the ARB. Any Architectural Guidelines and Review Procedures are incorporated by reference into this Declaration. The architectural criteria to be administered by the Master Association's ARB may be amended only by the consent of all the Board of Directors for the Master Association.

6.8 Trucks, Commercial Vehicles, Recreational Vehicles, Motor Homes, Mobile Homes, Boats, Campers, Trailers and Other Vehicles; Motor Vehicles; Parking. No truck or commercial vehicles which are primarily used for commercial purposes, other than service vehicle temporarily present on business, nor any trailer, may be parked anywhere within the Community, unless fully within an enclosed garage. Boats, boat trailers, trailer, semitrailers, house trailers, campers, travel trailers, mobile homes, motor homes, recreational vehicles, and the like, and any vehicles not in operable condition or validly licensed, may not be kept within the Community unless fully within an enclosed garage. Trucks and trailers used for the purpose of moving in or out of the Community are permitted with advance permission from the management company for a specific time not to exceed forty-eight (48) hours. No motor vehicle (which by definition includes "motorcycles") shall be parked anywhere on the Property except in a parking space or within a garage. Garages are primarily to be used for the storage and parking of permitted vehicles. Overnight parking of even permitted vehicles is not permitted unless the garage is occupied and being used to store a permitted vehicle(s). The intent is that if the Unit has a garage, then cars may not be parked overnight in the driveway or the entry pavement leading to their garage because the garage is currently being used for the storage of a vehicle which is only permitted when it is stored in an enclosed garage. Overnight parking during the hours of 12:00 midnight and 6:00 a.m. the next day shall not be permitted on the street, road or road right-of-way. No commercial trucks, or other vehicles which are primarily used for commercial purposes, other than service vehicles temporarily present on business, nor any trailers, may be parked in the Community, unless fully enclosed within a garage with the garage door closed. No vehicle with a wheel-base width over 82 inches, or a length of over 23 feet, nor any vehicle which will not fully fit within a closed garage, shall be allowed to be parked or kept anywhere within the Community unless within a fully enclosed garage, with the garage door closed. Trucks which contain dual rear tires or oversized tires and vehicles with aftermarket luggage racks are specifically prohibited unless parked within a garage with the garage door closed. Boats, boat trailers, trailers, semitrailers, house trailers, campers, travel trailers, mobile homes, motor homes, recreational vehicles, and the like, and any vehicles not in operable condition or validly licensed, may not be kept within the Community unless fully enclosed within a garage with the garage door closed. For the purpose of the foregoing sentence, the term "kept" shall mean present for either a period of six (6) consecutive hours or overnight, whichever is less.

(A) "Commercial Vehicles" means all vehicles of every kind whatsoever, which from viewing the exterior of the commercial markings, signs, displays, equipment, inventory, apparatus or otherwise indicates a commercial use.

(B) "Trucks" means any motor vehicle which is designed or used principally for the carriage of goods and includes a motor vehicle to which has been added a top or side mounted cabinet box, a bed, a platform, a rack, or other equipment for the purpose of carrying goods other than the personal effects of the passengers, whether or not said bed, platform or rack has been enclosed by a cap, "topper" or other enclosure. This shall specifically include "pickup trucks", "El Caminos", "rancheros", and like vehicles but shall not include passenger "custom" and like vans "provided same are not "commercial"

vehicles, as defined above) currently marketed under the following manufacturers name plates: Nissan Quest, Honda Odyssey, Toyota Sienna and Chrysler Town and Country, and all other vehicles of similar design and custom passenger vans. The term "Truck" shall allow and otherwise permit "Jeeps", even if they contain a cabinet box, luggage rack, or bike rack as described above such as Ford Explorers, Toyota Forerunners, Nissan Pathfinders, Jeep Cherokees and the like. The term "Truck" shall also not include "hybrid SUV/pickup trucks" which have front and rear passenger seats, with a pickup bed. These SUV's, minivans and hybrid SUV/pickup trucks are considered permitted vehicles.

(C) "Boats" means anything manufactured, designed, marketed or used as a craft for water flotation, capable of carrying one or more persons, or personal property.

(D) "Camper" means all vehicles, vehicle attachments, vehicle toppers, trailers or other enclosures or devices of any kind whatsoever, manufactured, designed, marketed or used for the purpose of camping, recreation or temporary housing of people or their personal property.

(E) "Trailer" means any vehicles or devices of any kind whatsoever which are manufactured, designed, marketed or used to be coupled to or drawn by a motor vehicle.

(F) "Mobile Homes" means any structure or device of any kind whatsoever, which is not self-propelled but which is transportable as a whole or in sections, which is manufactured, designed, marketed or used as a permanent dwelling.

(G) "Motorcycle" means any motor vehicle on two or three wheels propelled by an engine of ½ horsepower or more and shall include "ATV's", motorscooters, motorcycles, and mopeds powered by engines of ½ horsepower or more.

(H) "Motor Homes" or "Recreational Vehicle" means any vehicles which are self-propelled, built on a motor vehicle chassis, and which are primarily manufactured, designed, marketed or used to provide temporary living quarters for camping, recreational or travel use. Vehicle satisfying the foregoing criteria and which contain shower facilities, restroom facilities, and full cooking facilities shall be considered Motor Homes and shall not be permitted to be parked anywhere in the Community except that residents may have seventy-two (72) hours before departing or returning from a trip to park said Motor Home in their driveway but only for the purpose to load and unload the Motor Home. The dumping or releasing of any materials or waste from a Motor Home is strictly prohibited.

(I) No vehicle which is not currently licensed or cannot operate on its own power shall remain on the premises for more than seventy-two (72) hours. As used in this section, the term licensed shall mean that the vehicle displays, at all times, a license plate or license tag to which is affixed a sticker indicating that the vehicle is currently registered with the State of Florida or other state as the case may be. Any member of the Board, or

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any of the Board's agents, who has reasonable cause to believe that a vehicle is unable to operate on its own power shall affix a sticker thereto notifying the owner of the vehicle that it is considered to be in violation of the Master Association Rules and Regulations. The owner of such vehicle shall have twenty-four (24) hours from the date and time affixed to the sticker to respond to the Board or its agent and demonstrate that the vehicle can operate on its own power. If the owner cannot so demonstrate or if the owner does not contact the Board, the vehicle may be towed at the owner's expense.

(J) Any vehicle that does not properly display current tags or cannot operate on its own power cannot remain on the driveway or within a parking space for more than three (3) consecutive days and must be stored inside the garage or removed from the premises. Notification to remove will be made by a member of the Board or its agent by the procedure adopted by the Board. If any vehicle displays rust holes, wreckage, peeling paint or is deemed as an "eye sore" and would detract from the property values, then the Board will require said vehicle to be placed inside the garage with the garage doors closed.

(K) All motorized vehicles (motorcycles, ATVs, motorscooters, or mopeds) traveling on Master Association streets within Summerwind, must have a current registration tag on their vehicle to do so. This includes and applies to any motor vehicle on two or three wheels propelled by an engine of ½ horsepower or more and powered by engines of ½ horsepower or more.

(L) A speed limit of ten (10) miles per hour applies through the Community roadway. Unnecessary vehicle noises are to be avoided within the grounds.

(M) Vehicle maintenance is not permitted within the Community except in garages. For purposes of this section, vehicle maintenance shall include, but not be limited to, changing of oil and other fluids, engine maintenance or repair, body maintenance or repair. Cleaning the exterior and interior of the vehicle, waxing and checking fluid levels is permissible. Emergency repairs to vehicles such as changing a flat tire are allowed.

(N) No motor vehicle may be parked on the roadway.

6.9 Waterfront Property. As to all portions of the Community which have a boundary contiguous to a Lake or other body of water (collectively in this Section 6.9 a "water body"), the following additional restrictions and requirements apply:

6.9.1. No dock, wharf or other structure of any kind may be erected, placed, altered or maintained on the shores of a water body;

6.9.2. No boats, kayaks, canoes or vessels of any type may be used on any water body which is part of the Common Areas, except those used by the Master Association or contractor for Maintenance or other lawful purposes;

6.9.3. No solid or liquid waste, litter or other materials may be discharged or thrown into any water body or on the banks thereof;

6.9.4. No landscaping (other than that initially installed or approved by the ARB) or improvements (regardless of whether or not permanently attached to the land or to other improvements) may be placed within any Lake, Maintenance, access, or similar easements around water bodies by an Owner or his guests, invitees, or tenants; and

6.9.5. No boats or watercraft may be operated on water bodies owned by, or dedicated to, Lee County and the Master Association.

6.10 Renewable Resource Devices. No clothing, laundry or wash may be aired or dried outside the air conditioned living space of any Unit. Nothing in this Declaration prohibits the installation of energy devices based on renewable resources (e.g., solar collector panels); provided, however, that they shall be installed only in accordance with the reasonable standards adopted from time to time by the Master Association. Those standards will comply with Florida Statute 163.04 (2016) and be reasonably calculated to maintain the aesthetic integrity of the Unit without making the cost of the devices prohibitively expensive.

6.11 Drainage. Filling or grading that will adversely affect the drainage pattern is prohibited. No grass clippings, plant trimmings or other landscape or other debris may be deposited in a swale, ditch, Lake, pond or any other drainage, detention or retention facility within the Community, whether or not part of the Surface Water Management System or any stormwater management system. Any party that causes or permits alteration of the contours of land or drainage or otherwise interferes with the Surface Water Management System or stormwater management system is liable for any damage caused thereto or to other parts of the Community.

6.12 Restriction on Right to Withdraw Water. No Owner has the right to withdraw or use water from any Lake, pond, retention facility or drainage ditch forming a part of the Surface Water Management System without the prior written approval of the Master Board. The right, if granted, exists exclusively for irrigation. Any approval may be given unconditionally or conditioned upon terms and limitations as the Master Board determines to be appropriate, in its sole discretion, including but not necessarily limited to the imposition of a charge to withdraw water. Any approval once given may be revoked or suspended by the Master Board if it, in its sole discretion, determines that the right has been abused or that circumstances have changed so that it is in the best interest of the Master Association that authorization be withdrawn. Likewise, the Master Board may impose additional conditions or alter those already imposed. Nothing contained herein imposes any obligation upon the Master Board to permit the withdrawal and use of water by any person and the Master Board may be arbitrary in reaching any determination

hereunder; provided however, those in substantially similar situations shall be treated in a uniform, fair and reasonable manner. If, however, the Master Board determines there are a limited number of parties who may withdraw water from any given source, the Master Board may limit the number who may so withdraw and use the water, and establish priorities as they determine to be appropriate.

6.13 Antenna and Flagpoles. No outside television, radio or other electronic towers, aeriels, antennae, satellite dishes or devices of any type for the reception or transmission of radio or television broadcasts or other means of communication shall be erected, constructed, placed or permitted to remain on any Unit or upon any improvements thereon, unless expressly approved in writing by the Master Association, except that this prohibition shall not apply to those antennae specifically covered by 47 C.F.R. Par 1, Subpart S, Section 1.4000, as amended, promulgated under the Federal Telecommunications Act of 1996, as amended from time to time. The Master Association shall be empowered to adopt rules governing the types of antennae, restrictions relating to safety, location and maintenance of antennae. The Master Association may adopt and enforce reasonable rules limiting installation of permissible dishes or antennae to locations, not visible from the street or neighboring properties, and integrated with the Unit and surrounding Landscape, to the extent that reception of an acceptable signal would not be unlawfully impaired by such rules. Antennae should be installed in compliance with all federal, state and local laws and regulations, including zoning, land-use and building regulations. A flagpole, for display of the American Flag only, may be permitted if its design and location receive written approval from the Architectural Review Board. An approved flagpole shall not be used to mount an antenna. This provision is intended to protect residents from unreasonable interference with television reception, electronic devices, and the operation of home appliances, which is sometimes caused by the operation of ham radios, CB base stations or other high powered broadcasting equipment.

6.14 Signs. No sign of any kind shall be placed upon any property or inside of any Unit which is visible from the exterior of the Unit except for:

6.14.1 One (1) small professionally made security sign warning that the property is protected by a security system. The one (1) security sign may be no larger than 225 sq. inches (225") in size. The sign may be placed in a window in the Unit which can be viewed from outside of the Unit.

6.14.2 One (1) standard size professionally made "open house" sign which may be displayed Condominium Association Common Element property during a formal attended open house.

6.14.3 One (1) professionally made "FOR SALE" sign (which size, shape, color, and content has been approved by the Master Association) may be displayed only on the Condominium Association Common Element property when the Unit is for sale to the public.

6.15 PODS. Temporary moving PODS, U-Hauls and/or construction dumpsters may be parked for up to two (2) days and no more than two (2) times per year, to facilitate moving or construction. If extenuating circumstances require a longer term, the Owner must obtain pre-approval and written permission from the Master Association, the granting of such permission by the Master Association shall be on a case by case basis, and the Master Association shall not be obligated to grant such permission.

6.16 Rules and Regulations. The Master Board may adopt and amend Rules and Regulations governing the maintenance and use of the Community. The Master Board will make reasonable efforts to publicize the Rules and Regulations, including any amendments thereto, which the Master Board makes from time to time, but is not required to record them in the public records of the County. Any Rules and Regulations must be either: (i) in furtherance of specified provisions of this Declaration; or (ii) reasonably calculated to enhance the orderly and peaceful appearance, use and operation of Common Areas; in either case, they may not conflict with any provision of this Declaration, the Articles or Bylaws. Subject to the foregoing standard, the Rules and Regulations may prohibit (as opposed to simply regulate) certain uses notwithstanding that prohibition of those uses is not expressly set forth herein.

6.17 Variances. The Board of Directors of the Master Association has the right and power to grant variances from the provisions of this Section 6, except those required by Governmental Approvals and Governmental Requirements, and from the Master Association's Rules and Regulations, for good cause shown, as determined in the reasonable discretion of the Master Board. No variance alters, waives or impairs the operation or effect of the provisions of this Section 6 in any instance in which the variance is not granted.

7. COVENANT FOR ASSESSMENTS.

7.1 Affirmative Covenant to Pay Assessments to the Master Association. There are a total of one hundred and sixty-eight (168) total Contributing Units within Summerwind. In order to (1) fulfill the terms, provisions, covenants and conditions contained in these Summerwind Master Covenants; and (2) maintain, operate and preserve and improve the Common Areas for the recreation, use, safety, welfare and benefit of the Master Association, Association(s) and Unit Owners and their guests, invitees, lessees, sublessees and licensees, there is hereby imposed upon the Association(s) and each Contributing Unit the affirmative covenant and obligation to pay to the Master Association (in the manner herein set forth) all Assessments including, but not limited to, the "Individual Unit Assessments" and "Special Assessments" (as hereinafter provided). Each Condominium Declaration and any Association Declaration shall recognize (and if not, shall be deemed to recognize) that all of the covenants set forth in these Summerwind Master Covenants including, but not limited to, the affirmative covenants and obligations to pay assessments to the Summerwind Master as herein set forth shall run with the land within the Condominium Property submitted to such condominium form of ownership, and any Property subject to the jurisdiction of an Association and any Assessments made pursuant to these Summerwind Master Covenants and assessed against any Contributing Unit shall be collected in the same manner and to the same extent and by the same procedures as the Common Expenses are collected by such Association.

The Association(s) (and each Association should there be more than one) shall collect the Assessments for the Contributing Units it operates and pay same to the Master Association when such Assessment is due in accordance with the terms hereof. Each Unit Owner by acceptance of a deed or other instrument of conveyance conveying a Condominium Unit, whether or not it shall be so expressed in such deed or instrument, acknowledges that it shall be a "Contributing Unit Owner" (meaning the Owner of a Contributing Unit) and that it shall be obligated and agrees to pay all Assessments for Operating Expense in accordance with the provisions of the Summerwind Documents and consents and agrees to the lien rights hereunder against its Unit.

7.2 Payment of Assessment by Association. On or before the date each Assessment for Common Expense is due, each Member Association shall be required to and shall pay to the Master Association an amount equal to the Assessment for Common Expense per Condominium Unit, multiplied by the number of Units within the property then owned by and/or under the jurisdiction of such Association Member.

7.3 Establishment of Liens. Any and all Assessments with interest thereon, at the highest rate allowed by law and costs of collection, including but not limited to, reasonable attorney's fees as hereinafter provided are hereby declared to be a charge and continuing lien on all property owned or subject to the jurisdiction of an Association(s), property owned by an Owner Member and upon the Contributing Units against which each such Assessment is made. Each Assessment against (i) the Property owned by an Association(s), the property owned by an Owner Member and (ii) a Contributing Unit, together with interest thereon at the highest rate allowed by law and costs of collection thereof, including, but not limited to, reasonable attorney's fees, shall be the personal obligation of (i) the Association, (ii) the Owner Member, and (iii) the Contributing Unit Owner assessed. Said lien shall be effective only from and after the time of the recordation amongst the Public Records of the County of a written acknowledged statement by the Master Association setting forth the amount due to the Master Association as of the date the statement is signed. Upon full payment of all sums secured by that lien, the party making payment shall be entitled to a satisfaction of the statement of lien in recordable form. Except as set forth below, the lien of the Association shall relate back to the date of recording of this Declaration. As to first mortgages of record, the lien of the Association shall be effective from and after recording, in the Public Records of Lee County, Florida, a claim of lien stating the description of the Unit encumbered thereby, the name of the record owner, the amount and the date when due, and shall continue in effect until all sums secured thereby shall have been fully paid or as provided by law. Such claims of lien shall include only assessments which are due and payable when the claim of lien is recorded, plus interest, costs, attorney's fees, all as above provided. Such claims of lien shall be signed and verified by an officer or agent of the Association. Upon full payment of all sums secured by such claim of lien, the same shall be satisfied of record. The lien of the Association for tax or special assessment advances made by the Association where any taxing authority having jurisdiction levies any tax or special assessment against the Condominium as an entirety instead of levying the same against each Unit and its appurtenant undivided interest in Common Elements, shall be in the same priority as the lien of the tax or assessment so paid so that the Association is subrogated thereto. The Association's claim of lien for collection of such portion of any tax or special assessment shall specifically designate that the same secures an

assessment levied pursuant to this Declaration.

7.4 Effect of Foreclosure or Judicial Sale. When the mortgagee of a first mortgage of record, or other purchaser, of a Condominium Unit obtains title to the Condominium Parcel by a purchase at the public sale resulting from the first mortgagee's foreclosure judgment in a foreclosure suit in which the Association has been properly named as a defendant junior lienholder, or as a result of a deed given in lieu of foreclosure, such acquirer of title and his successors and assigns shall be liable for the share of common expenses or assessments attributable to the Condominium Parcel in accordance with Florida Statute 718.116 and 720.3085.

7.5 Release. Any Contributing Unit Owner of any property subject to the jurisdiction of the Association shall be entitled to a release of the Master Association's lien as to its property upon payment to the Master Association of a percentage of the total amount secured by the Master Association's lien, which percentage shall be equal to such Unit Owner's share of Common Expenses of the Association, and in addition, reasonable costs of the Master Association associated with preparing and recording a partial release of lien.

7.6 Collection of Assessments.

7.6.1 In the event any Contributing Unit Owner, an Association(s) or Owner Member shall fail to pay assessments or any installments thereof, charged to its Contributing Unit by its Association within fifteen (15) days after same becomes due, then the Master Association, through its Board, shall, in its sole discretion, have any and all of the following remedies, to the extent permitted by law, which remedies are cumulative and which remedies are not in lieu of, but are in addition to, all other remedies available to the Master Association:

7.6.1.1 To accelerate the entire amount of any Assessments for the remainder of the calendar year notwithstanding any provisions for the payment thereof in installments.

7.6.1.2 To advance on behalf of the Contributing Unit Owner(s), Association(s) or Owner Member(s) in default funds to accomplish the needs of the Master Association up to and including the full amount for which such Contributing Unit Owner(s) or Association(s) is liable to the Master Association and the amount or amounts of monies so advanced, together with interest at the highest allowable rate, and all costs of collection thereof including, but not limited to, reasonable attorneys' fees, may thereupon be collected by the Master Association and such advance by the Master Association shall not waive the default.

7.6.1.3 To file an action in equity to foreclose its lien at any time after the effective date thereof. The lien may be foreclosed by an action in the name of the Master Association in like manner as a foreclosure of a mortgage on real property.

7.6.1.4 To file an action at law to collect said Assessment(s) plus interest at the highest rate allowed by law plus court costs and reasonable attorney's fees without waiving any lien rights or rights of foreclosure in the Master Association.

8. METHOD OF DETERMINING ASSESSMENTS AND PROPERTY AND OWNERS TO ASSESS

8.1 Determining Amount and Apportionment of Assessments.

8.1.1 Individual Unit Assessments. The total anticipated Operating and Reserve Expenses for each calendar year shall be set forth in a budget prepared by the Board not later than November 15 of the calendar year preceding the calendar year for which the budget is to be adopted (the "Budget"). If no Budget has been prepared, and until such time as a Budget is prepared and adopted by the Board, the Budget then in effect shall remain as the Budget for purposes of determining the projected Operating and Reserve Expenses. The total anticipated Operating and Reserve Expenses shall be apportioned amongst the Contributing Units to determine the "Individual Unit Assessment" as follows:

8.1.1.1 Developer originally assigned a value ("Value") to each Contributing Unit. Unless otherwise set forth in an Amendment, the Value assigned to each Contributing Unit shall be one (1).

8.1.1.2 The "Individual Unit Assessment" for each Contributing Unit shall be the product arrived at by multiplying the total anticipated Operating and Reserve Expenses reflected in the Budget by a fraction, the numerator of which is the Value assigned to such Contributing Unit as aforesaid and the denominator of which shall be the total of all Values assigned to all Contributing Units.

8.2 Contributing Units. Each Condominium Unit is deemed a "Contributing Unit" effective upon the occurrence of the original recording of a Declaration of Condominium submitting the Condominium to the jurisdiction of these Summerwind Covenants.

8.3 Special Assessment. Special Assessment means and refers to an Assessment for those expenses which are unanticipated or for which the Individual Contributing Unit Assessment fees not covered and for unforeseen expenses above that which was budgeted. The Master Board is empowered to levy and collect Special Assessments.

8.4 Liability of Contributing Unit Owners for Individual Unit Assessments. By acceptance of a deed or other instrument of conveyance of a Condominium Unit, each Unit Owner thereof acknowledges that each Contributing Unit, and the Contributing Unit Owners thereof, are jointly and severally liable for their own Individual Unit Assessment as well as any and all other Assessments provided for herein. Such Unit Owners further recognize and covenant that they are jointly and severally liable with the Unit Owners of all Contributing Units for the Operating

Expenses. Accordingly, it is recognized and agreed by each Unit Owner, who is or becomes a Contributing Unit Owner for himself and his heirs, executors, successors and assigns, tenants and/or lessees, that in the event Contributing Unit Owners fail or refuse to pay their Individual Unit Assessment or any portion thereof, or other Assessments, then the other Contributing Unit Owners may be responsible for such unpaid Individual Unit Assessments due to the nonpayment by such other Contributing Unit Owners, and such increased Individual Unit Assessment or Special or other Assessment, including interest and reasonable attorney's fees and costs, can and may be enforced by the Master Association in the same manner as all other Assessments hereunder as provided in these Summerwind Master Covenants.

8.5 Purpose of Assessments. The Master Association is empowered to levy Assessments to pay for the maintenance, repair, replacement and operation of the Master Association, including the purposes expressed herein.

8.5.1 Any and all expenses necessary (a) to maintain and preserve the open and landscaped areas, as well as any grassed and natural portions of the Common Areas, including such expenses as grass cutting, tree trimming, sprinkling, fertilizing, spraying and the Lake(s); (b) to operate, maintain, preserve and protect the Lake(s) and any other portions of the Common Areas designated or used for water drainage purposes and to maintain and operate any improvements and amenities established within any such areas; (c) to keep, maintain, operate, repair and replace any and all buildings, recreation area(s), pool, bathhouse, spa, roadways, parking, entrance areas, lighting, fences, enclosures, improvements, personal property and furniture, fixtures and equipment upon the Common Areas in a manner consistent with the development of Summerwind and in accordance with the covenants and restrictions contained herein, and in conformity with all applicable federal, state, county or municipal laws, statutes, ordinances, orders, rulings and regulations; (d) to pay any other expense associated with maintaining the Lake(s); (e) to maintain, repair and replace all street signs installed or placed on any part of the Common Areas by the Master Association which are not maintained, repaired and replaced by an applicable governmental body or agency; (f) to maintain, repair and replace all signs, decorative walls, fences and other structures installed, placed or erected by Developer or the Master Association within the Committed Property and any signs and Entrance Area features for Summerwind or any part thereof and whether on land owned by or dedicated to the Master Association or on land whereon the Master Association has an easement for such purposes; (g) to maintain and operate any street lights within or adjacent to the roadways, parking or entrance areas, including, but not limited to, all charges of any utility company providing electric service for such street lights and costs for repair or replacement of damaged street lights to the extent any of such costs and charges are not paid for by governmental agencies or the utility company providing service with respect thereto; and (h) to maintain and preserve the Common Areas in accordance with the decisions of the Board of Administration of the Master Association.

8.5.2 Condominium Property. Certain portions of the Property in Summerwind may be submitted to the condominium form of ownership by a Condominium Declaration. Portions of the Condominium Property established thereby surrounding the building located thereon have been grassed, planted or otherwise landscaped by the Developer, who has

also installed equipment to irrigate same ("Condominium Landscaping and Irrigation System"). The Condominium Landscaping and Irrigation System shall be maintained, repaired and replaced by the Master Association and the expense of same shall be an Operating Expense, notwithstanding the fact that the same has been submitted to the condominium ownership pursuant to a Condominium Declaration and, the Condominium Landscaping and Irrigation System shall not be maintained, repaired or replaced by the Association operating such Summerwind condominium. It is the intent of this paragraph to help provide for the uniform appearance of Summerwind and for the maintenance of the proper aesthetics thereof.

8.5.3 Administrative and Operating Expenses. The costs of administration for the Master Association in the performance of its functions and duties under the Summerwind Documents, include, but are not limited to, costs for secretarial and bookkeeping services, salaries of employees, legal and accounting fees and contracting expense. In addition, the Master Association may retain a management company or companies or contractors to assist in the operation of the Common Areas, Condominium Landscaping and Irrigation System, or portions thereof, and to perform or assist in the performance of certain obligations of the Master Association under the Summerwind Documents and the fees or costs of any management company or contractor so retained shall be deemed to be part of the Operating Expenses. Further, the Master Association may employ the necessary personnel and contract with the necessary persons or entities to carry out the obligations hereunder, including maintenance and security functions.

8.5.4 Compliance with Laws. The Master Association shall take such action as it determines necessary or appropriate in order for the Common Areas, the Condominium Landscaping and Irrigation System and the improvements thereon to be in compliance with all laws, statutes, ordinances and regulations of any governmental authority, whether federal, state or local, including, without limitation, any regulations regarding zoning requirements, setback requirements, drainage requirements, sanitary conditions and fire hazards, and the cost and expense of such action taken by the Master Association shall be an Operating Expense.

8.5.5 Indemnification. The Master Association covenants and agrees that it will indemnify, defend and hold harmless its officers, shareholders, directors, agents and employees, from and against any and all claims, suits, actions, causes of action and/or damages arising from any personal injury, loss of life and/or damage to property sustained on or about the Common Areas, the Condominium Landscaping and Irrigation System and improvements thereof and thereon, and from and against all costs, expenses, counsel fees (including, but not limited to, all trial and appellate levels whether or not suit shall be instituted), expenses and liabilities incurred arising from any such claim, investigation thereof, or the defense of any action or proceedings brought thereon, and from and against any orders, judgments and/or decrees which may be entered thereon. The costs and expense of fulfilling this covenant of indemnification set forth in this paragraph shall be assessed as a Special Assessment as otherwise paid by the Master Association.

8.5.6 Failure or Refusal of Contributing Unit Owners or Association to Pay Assessments. Funds needed for Operating Expenses due to the failure or refusal of Contributing

Unit Owners or an Association to pay Assessments levied shall, themselves, be deemed to be Operating Expenses and properly the subject of an Assessment; provided, however, that any Assessment for any such sums so needed to make up a deficiency due to the failure of Contributing Unit Owners or an Association to pay an Assessment shall be deemed to be a Special Assessment.

8.5.7 Extraordinary Items. Extraordinary items of expenses under the Summerwind Documents, such as expenses due to casualty losses and other extraordinary circumstances, shall be the subject of a Special Assessment.

8.5.8 Costs of Reserves. The funds necessary to establish an adequate reserve fund (the "Reserves") for depreciation, replacement and/or deferred maintenance of the Common Areas and the facilities and improvements thereupon in amounts determined sufficient and appropriate by the Board from time to time shall be an Operating Expense.

8.5.9 Miscellaneous Expenses. The cost of all items of costs or expense pertaining to or for the benefit of the Master Association or the Common Areas or the Condominium Landscaping and Irrigation System or any part thereof not herein specifically enumerated and which is determined to be an appropriate item of Operating Expense by the Board shall be an Operating Expense.

8.5.10 Matters of Special Assessments Generally. Amounts in excess of twenty-five thousand dollars (\$25,000.00) needed for capital improvements to the Common Areas or the Condominium Landscaping and Irrigation System, as hereinabove set forth, which are not inconsistent with the terms of any of the Summerwind Documents, must also be approved by the affirmative vote (at any meeting thereof having a quorum) of a majority of the Representatives, except that no such approval need be obtained for a Special Assessment for the replacement or repair of a previously existing improvement on the Common Areas or the Condominium Landscaping and Irrigation System which was destroyed or damaged, it being recognized that the sums needed for such capital expenditures shall be the subject of a Special Assessment.

9. CONSTRUCTION REQUIREMENTS AND RESTRICTIONS; ARCHITECTURAL CONTROL

9.1 Construction Restrictions and Requirements and Architectural Control Established. To establish and maintain consistent design and construction and reconstruction, if necessary, of Condominium Dwelling Units compatible with the Summerwind Development Plan, to preserve the value of the Condominium Units in Summerwind, and to promote the general welfare of the residents of Summerwind, the Board is empowered to adopt and establish Architectural Review Guidelines and establish the conditions, procedures, requirements, restrictions, enforcement powers and remedies.

9.2 General. No building, structure or other improvement shall be erected or altered, nor shall any grading, excavation, landscaping, change of exterior color, or other work which in any way materially alters the exterior appearance of any structure, be performed without the prior

written approval of the Architectural Review Board. In obtaining said written approval, an owner or any other person applying shall comply with all applicable requirements and procedures.

9.3 Architectural Review Board. The architectural and aesthetic review and control functions of the Association shall be administered and performed by the Architectural Review Board ("ARB"). The ARB shall consist of not less than three (3) individuals, who must be members of the Association. The term of office, composition, qualifications and meeting procedures of the ARB shall be as provided in Section 6 of the Bylaws.

9.4 Powers. The ARB shall have the power, subject to and limited by the guidelines of the approved regulatory permits of South Florida Water Management District, the County, and the Development Order, to:

(A) Require submission to the ARB of complete plans and specifications for any building, structure, or other improvement proposed to be erected or altered, or any proposed grading, excavation, tree or other landscape material removal or installation, change of exterior color or other work which materially alters the exterior appearance of any structure. The ARB may also require submission of samples of building materials or colors proposed for use in any Unit, and may require such additional information as may reasonably be necessary for the ARB to fully evaluate the proposed work;

(B) The ARB reviews ARB applications and makes a recommendation to the Board which then has the final decision making authority to approve or disapprove the erection or alteration of any building, structure or other exterior improvement; or any grading, excavation, landscaping, change of exterior color, or other work which in any way materially alters the exterior appearance of any structure. All recommendations of the ARB shall be forwarded to the Board whereupon the Board makes the ultimate decision. The determination by the Board shall, in all events, be final, and shall not be unreasonably delayed;

(C) Adopt procedures and a schedule for processing requests for ARB review;
or

(D) Adopt procedures for inspecting approved changes during and after construction, to ensure conformity with approved plans.

10. MAINTENANCE OF COMMUNITY INTERESTS. In order to maintain a community of congenial Unit Owners who are financially responsible, and thus protect the value of the Units, the use and transfer of Units by any Owner shall be subject to the following provisions, which provisions each Unit Owner covenants to observe:

10.1 Forms of Ownership:

10.1.1 Ownership by Individuals. A Unit may be owned by one natural person who has qualified and been approved as elsewhere provided herein.

10.1.2 Co-Ownership. Co-ownership of Units may be permitted. If the co-owners are other than the legal spouse of one another or Domestic Partners, the Board shall condition its approval upon the designation of one approved natural person as "Primary Occupant." The use of the Unit by other persons shall be as if the Primary Occupant was the only actual Owner. Any changes in the Primary Occupant shall be treated as a transfer of ownership by sale or gift subject to the provisions of the Governing Documents. No more than one change in Primary Occupant will be approved in any calendar year. No time share estates may be created. "Unit Sharing" by multiple families and "Fractional Ownership" are prohibited.

10.1.3 Ownership by Corporations, Partnerships, Limited Liability Companies, Trusts, or Other Artificial Entities. A Unit may be owned in trust, or by a corporation, partnership, limited liability company, or other entity which is not a natural person, if approved in the manner provided elsewhere herein. The intent of this provision is to allow flexibility in estate, financial, or tax planning, and not to create circumstances in which the Unit may be used as a short-term or transient accommodations for several entities, individuals or families as a timeshare, a shared Unit, fractional ownership, or used as Guest accommodations for employees, customers, or Guests of Units owned by business entities, religious, or charitable organizations, and the like. The approval of a partnership, trustee, corporation, limited liability company, or other entity as a Unit Owner shall be conditioned upon designation by the Owner of one natural person to be the "Primary Occupant." The use of the Unit by other persons shall be as if the Primary Occupant were the only actual Unit Owner. The Primary Occupant shall be the person entitled to vote on behalf of the Unit, and exercise rights of membership. Any change in this Primary Occupant shall be treated as a transfer of ownership by sale or gift subject to the provisions of the Governing Documents. No more than one change in designation of Primary Occupant will be approved in any twelve (12) month period.

10.1.4 Life Estate. A Unit may be subject to a life estate, either by operation of law or by a voluntary conveyance approved as provided below. In that event, the life tenant shall be the only Member from such Unit, and occupancy of the Unit shall be as if the life tenant were the only Owner. Upon termination of the life estate, the holders of the remainder interest shall have no occupancy right unless separately approved by the Association. The life tenant shall be liable for all Assessments and Charges against the Unit. Any vote, consent, or approval required by the Governing Documents or law may be given by the life tenant alone, and the vote, consent or approval of the holders of the remainder interest shall not be required. If there is more than one life tenant, they shall be treated as co-owners for purposes of determining voting and occupancy rights.

10.2 Transfers Subject to Approval.

10.2.1 Sale or Other Transfer. No Unit Owner may dispose of a Unit or any interest in same by sale or other title transfer, without prior written approval of the Board of Directors. No Unit Owner may dispose of a Unit or any interest therein by other means (including agreement for deed, installment sales contract, lease-option, or other similar transactions) without prior approval of the Board of Directors.

10.2.2 Gift. If any Unit Owner is to acquire his title by gift, his ownership of his Unit shall be subject to the prior approval of the Board of Directors. Notice must be given at least thirty (30) days prior to the intended closing or title transfer date.

10.2.3 Devise or Inheritance. If any person shall acquire his title by devise, inheritance, through other succession laws, the continuance of his ownership of his Unit shall be subject to the approval of the Board of Directors.

10.2.4 Other Transfers. If any Unit Owner shall acquire his title by any manner not considered in the foregoing subsections, the continuance of his ownership of such Unit shall be subject to the approval of the Board of Directors. If any person acquires title in *any manner not considered in the foregoing subsections, that person shall have no right to occupy or use the Unit before being approved by the Board of Directors under the procedures outlined below.*

10.3 Approval by Association. The approval of the Association that is required for the transfer of ownership of Units shall be obtained in the following manner:

10.3.1 Notice to Board of Directors.

10.3.1.1 Sale or Other Transfer. A Unit Owner *intending to make a bona fide sale or other title transfer of his Unit or any interest in it, including gifts, transfers to artificial entities, and the grant of partial estates, shall give to the Board of Directors notice of such intention, together with the name and address of the intended grantee, an executed copy of the purchase contract and its exhibits, or other documentation evidencing the transfer and such other information concerning the intended grantee and the transaction as the Board of Directors may reasonably require.* The Board may require, without limitation, a credit history, a criminal background investigation, past residency or employment verification, personal references, and a personal interview with the purchaser(s) and all proposed Unit Occupants.

10.3.1.2 Devise or Inheritance. A Unit Owner who has obtained his

title by devise or inheritance, or operation of succession laws, shall give to the Board of Directors notice of the acquiring of his title, together with such information concerning the Unit Owner as the Board of Directors may reasonably require (including that set forth in this Article 10 hereof), and a certified copy of the instrument evidencing the Owner's title.

10.3.1.3 Failure to Give Notice. If the above required notice to the Board of Directors is not given, then at any time after receiving knowledge of a transaction or event transferring ownership or possession of a Unit, the Board of Directors at its election and without notice may approve or disapprove the transaction or ownership. If the Board of Directors disapproves the transaction or ownership, the Board of Directors shall proceed as if it had received the required notice on the date of such disapproval.

10.3.2 Certificate of Approval.

10.3.2.1 Sale or Other Title Transfer. If the proposed transaction is a sale or other prospective title transfer, then within thirty (30) days after receipt of such notice and information, including a personal interview if requested by Board of Directors, the Board of Directors must either approve or disapprove the proposed transaction.

10.3.2.2 Devise or Inheritance. If the Unit Owner giving notice has acquired his title by devise, inheritance, or through succession law, then within thirty (30) days after receipt of such notice and information, including a personal interview if requested by the Board of Directors, the Board of Directors must either approve or disapprove the continuance of the Unit Owner's ownership of his Unit.

10.3.2.3 Approval of Occupant. If the grantee is a corporation, partnership, trust, limited liability company, some other entity, or more than one individual who are not husband and wife or Domestic Partners, the approval of ownership by the corporation, partnership, trust, other entity, or multiple persons shall be conditioned upon approval of a Primary Occupant.

10.4 Disapproval by Board of Directors. If the Board of Directors shall disapprove a transfer or continuance of ownership of a Unit, the matter shall be disposed of in the following manner:

10.4.1 Sale or Other Arms-Length Transaction to Bona Fide Third Party. If the proposed transaction is a sale or other arms-length transfer to a bona fide third party purchaser, and has been disapproved without good cause, as described in Article 10.4.3, then within thirty (30) days after receipt of such notice and information, the Association

shall deliver or mail by certified mail to the Unit Owner an agreement to purchase the Unit concerned by a purchaser approved by the Board of Directors, or the Association itself, who will purchase and to whom the Unit Owner must sell the Unit upon the following terms:

10.4.1.1 At the option of the Association to be stated in the agreement, the price to be paid shall be that stated in the disapproved contract to sell or shall be the fair market value determined by arbitration in accordance with the then existing rules of the American Arbitration Association, except that the arbitrators shall be two appraisers, one of whom shall be appointed by the Unit Owner and the other of whom shall be appointed by the Association, who shall base their determination upon an average of their appraisals of the Unit; and a judgment of specific performance of the sale upon the award rendered by the arbitrators may be entered in any court of competent jurisdiction. The expense of the arbitration shall be shared by the parties.

10.4.1.2 The purchase price shall be paid in cash. The sale shall be closed within thirty (30) days after the delivery or mailing of the agreement to purchase, or within ten (10) days after the determination of the sale price if such is by arbitration, whichever is the later. If the Association shall fail to itself purchase the Unit, or provide a purchaser, or if a purchaser furnished by the Association or the Association shall default in his agreement to purchase, then notwithstanding the disapproval, the proposed transaction shall be deemed to have been approved and the Association shall furnish a certificate of approval.

10.4.2 Gifts; Devise; Inheritance; Familial Transfers. If the Unit Owner giving notice has acquired or will acquire his title by gift, devise, inheritance, or succession laws or in any other manner, and if the Board wishes to disapprove the transfer or continuance of ownership without good cause, then within thirty (30) days after receipt from the Unit Owner of the notice and information required to be furnished, the Board of Directors shall deliver or mail by certified mail to the Unit Owner an agreement to purchase the Unit concerned by a purchaser approved by the Board of Directors (including the Association itself) who will purchase and to whom the Unit Owner must sell the Unit upon the following terms:

10.4.2.1 The sale price shall be the fair market value determined by agreement between the grantor and grantee within thirty (30) days from the delivery or mailing of such agreement. In the absence of agreement as to price, or where transfers are made for less and bona fide value, the price shall be determined by arbitration in accordance with the then existing rules of the American Arbitration Association, except that the arbitrators shall be two appraisers, one of whom shall be appointed by the Association and the other of whom shall be appointed by the Unit Owner, who shall base their determination upon an average of their appraisals of the Unit; and a judgment of specific performance of the sale

upon the award rendered by the arbitrators may be entered in any court of competent jurisdiction. The expense of the arbitration shall be shared by the parties.

10.4.2.2 The purchase price shall be paid in cash. The sale shall be closed within ten (10) days following the determination of the sale price. If the Association shall fail to purchase the Unit or provide a purchaser, or if the Association or a purchaser furnished by the Association shall default in his agreement to purchase, then notwithstanding the disapproval, such transfer ownership shall be deemed to have been approved, and the Association shall furnish a certificate of approval as elsewhere provided.

10.4.3 Disapproval for Good Cause. Disapproval of title transfers or the continuation of ownership pursuant to this Article 10.4.3, shall be made by the Board of Directors, if it is determined that the potential Unit Owner does not facially qualify for membership in the Association, or if the proposed transaction will result in a violation of the Governing Documents. Only the following may be deemed to constitute good cause for disapproval on the grounds that the proposed purchaser does not facially qualify for membership in the Association or the proposed transaction will result in a violation of the Governing Documents:

10.4.3.1 The application for approval on its face, or subsequent investigation thereof, indicates that the person seeking approval (which shall hereinafter include all proposed Occupants) intends to conduct himself in a manner inconsistent with the Governing Documents;

10.4.3.2 The person seeking approval (which shall hereinafter include all proposed occupants) has been convicted of or has pleaded no contest to:

- (a) a felony involving violence to persons, theft, arson or destruction of property within the past twenty (20) years; or
- (b) a felony demonstrating dishonesty or moral turpitude within the past ten (10) years; or
- (c) a felony involving illegal drugs within the past ten (10) years; or
- (d) a felony involving sexual battery, sexual abuse, or lewd and lascivious behavior regardless of when that conviction occurred.

10.4.3.3 The person seeking approval has been labeled a sexual offender or a sexual predator by any governmental or quasi-governmental agency regardless of when that conviction occurred or when that label occurred;

10.4.3.4 The person seeking approval is currently on probation or community control due to a conviction of a felony;

10.4.3.5 The person seeking approval has a history of disruptive behavior or disregard for the rights and property of others as evidenced by his conduct in other social organizations or associations, or by his conduct in this Association or other residences as a Tenant, Occupant, Guest or Owner;

10.4.3.6 The person seeking approval failed to provide the information, fees or appearance required to process the application in a timely manner;

10.4.3.7 The Unit Owner requesting the transfer has had fines assessed against him or her which have not been paid; or,

10.4.3.8 All Assessments and other Charges against the Unit have not been paid in full.

If the Board disapproves a transfer for good cause, the Association shall have no duty to purchase the Unit or furnish an alternate purchaser, and the transaction shall not be made, or if made, shall be rescinded in the manner determined by the Board.

10.5 Transfer Fee. The Association may Charge a processing fee for the approval of transfers of title. The fee may not exceed the maximum permitted by law per transaction. The Association or its authorized agent may also charge a reasonable fee for the preparation of a certificate, commonly known as an estoppel certificate, stating all assessments and other monies owed to the Association by the Unit Owner with respect to the Unit. The fee for the preparation of such certificate shall be established by a written resolution of the Board or provided for in a management, bookkeeping, or maintenance contract.

10.6 Exceptions. The foregoing provisions of this section entitled "Maintenance of Community Interests" shall not apply to a transfer to or purchase by a bank, life insurance company or savings and loan association or other mortgagee approved that acquires its title as the result of owning a first mortgage upon the Unit concerned, and this shall be so whether the title is acquired by deed from the mortgagor, or through foreclosure proceedings. However, a transferee of a first mortgagee shall be required to be approved by the Association and comply with all other terms of the Governing Documents as a condition of ownership and holding title to a Unit in the Association.

10.7 Unauthorized Transactions. Any sale, lease, mortgage or other transfer of ownership or possession not authorized pursuant to the terms of this Declaration shall be voidable unless subsequently approved by the Association.

10A. Leasing of Units. All leases of Units or rentals of Units must be in writing. A Unit owner may lease or rent only his entire Unit, and then only in accordance with this Section. The privilege to rent or lease may be revoked by the Board of Directors if it is abused by the Unit owner, or the owner fails or refuses to follow the required procedures.

10A.1 Procedures.

(A) Notice. An owner intending to sell or rent his Unit must give to the Board of Directors (or its designee) written notice of such intention at least fifteen (15) days prior to the starting date of the proposed transfer together with the name and address of the proposed transferee, and other information about the transferee or the sale that the Board may reasonably require.

(B) Failure to Give Notice. Any lease entered into without notice in violation of the above provisions shall, at the option of the Board, be treated as a nullity, and the Board shall have the power to evict the transferee by summary proceedings without securing consent to such eviction from the Unit owner.

10A.2 Term of Lease and Frequency of Leasing. The minimum lease or rental term is thirty (30) days or one (1) month, whichever is greater. No Unit may be leased or rented more than three (3) times in any twelve (12) month period. The Board is empowered to make an exception to the minimum lease or rental term, and only where written permission is requested and granted prior to any said occupancy. No subleasing or assignment of lease or rental rights by the lessee is allowed.

10A.3 Occupancy During Lease Term. When a Unit is leased or rented, no pets are permitted.

10A.4 Use of Common Areas. To prevent overtaxing the facilities, unless prior approval by the Board of Directors is obtained, a Unit owner whose Unit is leased or rented may not use the recreation facilities during the lease term.

10A.5 Regulation by Association.

(A) All of the provisions of the Governing Documents and the rules and regulations of the Association shall be applicable and enforceable against any person occupying a Unit as a lessee, tenant, or guest to the same extent as against the owner. The Association may require lessees or tenants to post a security deposit as provided by law to

protect against damage to the Common Areas. A covenant on the part of each occupant to abide by the rules and regulations of the Association and the provisions of the Governing Documents, designating the Association as the owner's agent with the authority to terminate any lease agreement and evict the tenants in the event of breach of such covenant, shall be deemed to be included in every lease or rental agreement, whether oral or written, and whether specifically expressed in such agreement or not.

(B) The Board of Directors shall have the authority to approve all leases which authority may be delegated to a committee of Unit owners or the Association's management company. The Board shall have the authority to promulgate or use a uniform lease or rental application and require such other information from the proposed buyers or transferees as is appropriate under the circumstances. The Board shall have the right to delegate the screening of proposed tenants to a committee, or a commercial tenant screening concern. The Association may charge a fee for consideration of lease applications which shall not exceed the maximum fee prescribed by law.

(C) All leases or rentals shall be on a uniform form of lease if so promulgated by the Association. *Uniform leases and all others will provide or shall be deemed to provide* that the tenants have read and agreed to be bound by the various restrictions contained in this Declaration, Articles of Incorporation, Bylaws of the Association, and Rules and Regulations (hereinafter "documentary regulations"). *The uniform lease and other leases shall further provide or be deemed to provide* that any violation of the applicable documentary regulations shall constitute a material breach of the lease and subject the tenant to eviction. *If a tenant fails to abide by the applicable documentary regulations, the Unit owners shall be responsible for the conduct of the tenant. The Unit owner shall have the duty to bring his tenants' conduct into compliance with the documentary regulations by whatever action is necessary, including without limitation, the institution of eviction proceedings. If the Unit owner fails to bring the conduct of the tenant into compliance with the documentary regulations, the Association shall have the authority to act as agent of the owner to undertake whatever action is necessary to abate the tenants' noncompliance with the documentary regulations, including without limitations, the right to institute an action for eviction against the tenant in the name of the Association. The Association shall have the right to recover any costs or fees, including attorney's fees incurred in connection with such actions from the Unit owner in the same manner as common expense charges.*

(D) Upon receipt of all information and fees required by Association, the Association shall have the duty to approve or disapprove all proposed occupancy transfers, whether it be a sale or a lease, within fifteen (15) days of receipt of such information for approval. All requests for approval not acted upon within fifteen (15) days shall be deemed approved. If the Association disapproves a proposed transfer or lease of the Unit, the owner shall receive a short statement indicating the reason for the disapproval, and the transfer shall not be made. The Association shall have no duty to provide an alternate

tenant nor shall it assume any responsibility for the denial of a lease application if any denial is based upon any of the following reasons:

(1) The person seeking approval (which shall include all proposed occupants) has been convicted of a felony involving violence to persons or property, or a felony demonstrating dishonesty or moral turpitude.

(2) The application for approval on its face, or the conduct of the applicant, indicates that the person seeking approval intends to conduct himself in a manner inconsistent with the covenants and restrictions applicable to the Association. By way of example, but not limitation, an owner allowing a tenant or transferee to take possession of the premises prior to approval by the Association as provided for herein shall constitute a presumption that the applicant's conduct is inconsistent with applicable restrictions.

(3) The person or occupants seeking approval has a history of disruptive behavior or disregard for the rights and property of others as evidenced by his conduct in *other social organizations or associations, or by his conduct in this Association as a tenant, Unit owner or occupant of a Unit.*

(4) The person seeking approval has failed to provide the information, fees, or appearances required to process the application in a timely manner.

(5) All assessments, fines and other charges against the Unit have not been paid in full.

(6) The proposed occupant makes any material misrepresentation during the application process, which shall justify retroactive disapproval of the application upon discovery of the misrepresentation.

11. Guest Occupancy. A "guest" is defined as a person who enters upon the Community property at the invitation of a Unit owner, (or their respective families) for the purpose of visiting the Unit owner (or his respective family), or utilizing the Master Association's Common Area recreation facilities. Tenants are not permitted to have guests whether or not related or unrelated to the tenant or regardless whether the guests are visiting overnight or non-overnight unless the tenant is also present and accompanying the guests. Use or visitation without consideration (payment) distinguishes a guest usage from a tenancy. There are various types of guest uses, which are regulated as follows:

(A) Non-Overnight Visitation by Guests When Unit Owner is in Residence. There is no restriction against this type of guest usage, provided that same does not create a nuisance or annoyance to other residents, nor prevent their peaceful enjoyment of the premises. The

Association may restrict guest visitation relative to convicted felons, including by not limited to registered sex offenders. Non-overnight guests need not be registered with the Association. Non-overnight guests shall be entitled to use the Master Association's Common Area recreation facilities only when accompanied by the Unit owner (or an adult resident member of the Unit owner's family). The Board may establish additional restrictions on non-overnight guest usage of recreation facilities, such as maximum numbers of guests who may use common facilities, maximum numbers of common facility usages per guest, and the like.

(B) Overnight Guests When Unit Owner is in Residence. Unit owners (and their respective family) may have related or unrelated overnight guests, so long as the Unit owner is in simultaneous residence. There is no requirement for registration of overnight guests with the Board. The Association may restrict or prohibit guest visitation by convicted felons, including but not limited to registered sex offenders and persons who have been convicted of narcotic offenses. Under no circumstances may more than six (6) adults (including the Unit Owner, and his family) sleep overnight in any Unit.

(C) Non-Overnight Guests in the Absence of the Unit Owner. Unit owners are not permitted to have non-overnight guests use the recreation facilities when the Unit owner is absent from the Living Unit. Unit owners may have their Units inspected by caretakers, family members, etc. However, such individuals shall not be permitted to use recreational facilities.

(D) Overnight Guests in the Absence of the Unit Owner. Unit owners are permitted to have overnight guests in the absence of the Unit owner subject to the following conditions, and such other rules and regulations as may be deemed necessary by the Board to effectuate the residential, non-transient nature of this Association.

(1) Non-Related Overnight Guests in the absence of the owner will be limited to two (2) occupancies per calendar year. The limitation of Unit density in Article 11 applies. Ten (10) days prior notice to the Association is required.

(2) Related Overnight Guests may occupy a Unit in the absence of the owner. For the purpose of this clause, "related" means all persons who are staying in the Unit on an overnight basis, in the absence of the owner, are related to the Unit owner or primary occupant (by blood, marriage, or adoption) to the following degree: parent, grandparent, child, grandchild, or sibling. The limitation on Unit density in Article 11 applies. Ten (10) days prior notice to the Association is required.

12. COVENANT AND RULE ENFORCEMENT: DISPUTE RESOLUTION. The Association has the power to enforce all covenants, conditions, restrictions, rules and agreements applicable to any real property within Summerwind, and is further empowered to promulgate and enforce administrative rules and regulations governing the use of the Common Areas.

12.1 Owner and Member Compliance. The protective covenants, conditions, restrictions and other provisions of the Governing Documents and the rules promulgated by the

Association, shall apply to all Owners, as well as to any other person occupying any Living Unit. Failure of an Owner to notify any person of the existence of the rules, or the covenants, conditions, restrictions, and other provisions of the Governing Documents shall not in any way act to limit or divest the Association of the power to enforce these provisions. Each Owner shall be responsible for any and all violations by his tenants, licensees, invitees or guests, and by the guests, licensees and invitees of his tenants, at any time.

12.2 Litigation. Each Owner and the Owner's tenants, guests, and invitees, and the Association, are governed by and must comply with Chapter 718, Florida Statutes, the Governing Documents and rules of the Association. Enforcement actions for damages, or for injunctive relief, or both, on account of any alleged violation of the Governing Documents and Association rules may be brought by any Owner or the Community against:

- (A) the Association;
- (B) an Owner;
- (C) any occupant of a Living Unit;
- (D) any Director or officer of the Association who willfully and knowingly fails to comply with these provisions; and.
- (E) any tenants, guests, or invitees occupying a parcel or using the Common Areas.

12.3 Damages and Attorney's Fees. Damages shall not be conclusively deemed adequate relief for any breach or violation of the Governing Documents or the rules. Any person or entity entitled to enforce any provision thereof shall be entitled to relief by way of injunction, as well as any other available relief either at law or in equity. The prevailing party in a proceeding to enforce any provision of the Governing Documents or rules, or to enjoin violation or breach of any provision hereof, or recover damages on account of such breach, against any person shall be entitled to recover reasonable attorney's fees and court costs (including those resulting from appellate proceedings).

12.4 Fines and Suspension of Use Rights. In the event of a violation of the provisions contained herein by an Owner or a person acting by, through or under an Owner, the Rules and Regulations, the community standards (including the construction requirements and restrictions), or other rules and regulations promulgated by the Association shall also have the right to levy reasonable fines or suspend the privileges of the Owner or any person acting by, through or under an Owner. Each fine shall be an Individual Assessment and enforceable pursuant to the provisions of this Declaration and the Bylaws. Each day of an Owner's failure to comply with this Declaration, the Rules and Regulations, the community standards, or other rules and regulations promulgated by the Board shall be treated as a separate violation and, be subject to a separate fine.

The decisions of Association shall be final. Fines shall be in such reasonable and uniform amounts as Association shall determine. No fine may exceed \$5,000.00 and any fine of \$1,000 or more may be secured by a lien on the Unit of the Owner. Suspensions and fines shall be imposed in the manner provided in Section 718.303 of the Florida Statutes, as amended from time to time. The Board shall have the authority to promulgate additional procedures from time to time.

12.5 Responsibility of an Owner for Occupants, Tenants, Guests and Invitees. To the extent otherwise provided by law, each Owner shall be responsible for the acts and omissions, whether negligent or willful, of any person residing in the Owner's Unit, and for all the Owner's guests, invitees, or resident, and in the event the acts or omissions of any of the foregoing shall violate the provisions of this Declaration, or result in any damage to the Common Area, or any liability to the Association the Owner shall be assessed for the liability as an Individual Assessment. Furthermore, any violation of any of the provisions of this Declaration, the Articles, the Bylaws or the Rules and Regulations by any Owner or resident of any Unit, or any guest or invitee of an Owner or any resident of a Unit, shall also be deemed a violation by the Owner, and shall subject the Owner to the same liability as if the violation was committed by that Owner.

12.6 Right of Association to Evict Tenants, Occupants, Guests and Invitees. With respect to any tenant or any person present in any Unit or any part of the Community, other than an Owner and the members of his or her immediate family permanently residing with the Owner in the Owner's Unit, if that person shall materially violate any provision of this Declaration, the Articles, the Bylaws, or the Rules and Regulations, or shall create a nuisance or an unreasonable and continuous source of annoyance to the residents of the Community, or shall willfully damage or destroy any Common Area and/or personal property of the Association, then upon written notice by the Association that person shall be required to immediately leave the Community and if that person does not do so, the Association is authorized to commence an action to evict the tenant or compel the person to leave the Community and, where necessary, to enjoin that person from returning. The expense of any of the foregoing, including attorneys' fees, shall be assessed against the applicable Owner as an Individual Assessment. The foregoing shall be in addition to any other remedy of the Association.

13. INSURANCE: RECONSTRUCTION AFTER CASUALTY.

13.1 Duty to Insure and to Reconstruct or Clean Up. Each Owner shall at all times maintain adequate property insurance on the Unit and structures contained within their Units, and all other insurable improvements, in amounts equal to the replacement cost thereof. If any Unit or other improvements located within any Unit are destroyed or damaged as a result of fire, windstorm, flood, tornado, hurricane or other casualty, the Owner shall:

- (A) Cause repair or replacement to be commenced within ninety (90) days after the date such damage or destruction occurred, and complete the repair or replacement within six (6) months thereafter. All such repairs or replacements must be approved in writing by the Association. Unless changes are approved by the Association, the Owner

must restore the damaged property to substantially the same configuration as existed before the casualty, and structurally and architecturally compatible with any adjoining improvements which share a party wall; or

(B) Promptly cause all debris, damaged improvements, and other unsightly materials to be removed from the site.

13.2 Failure to Comply. If any Owner fails to comply with Section 13.1 above within the time periods provided, the Association shall be deemed to have been granted the right by the Owner as his or its attorney-in-fact, to either commence and complete the repairs sufficient to substantially restore the improvements to their original condition, according to the plans and specifications of the original improvements; or to remove the damaged improvements completely. If the Association exercises the rights afforded to it by this Section, the Owner shall be deemed to have assigned to the Association any right he or it may have to insurance proceeds that may be available because of the damage or destruction. The Association shall have the right to recover from the Owner any costs not paid by insurance, and shall have a lien on the Unit to secure payment.

13.3 Property Insurance. The Association shall maintain replacement cost property insurance coverage on all structures, improvements, and fixtures which are part of the Common Areas.

13.4 Liability Insurance. The Association shall maintain adequate public liability insurance coverage for all Common Areas.

13.5 Bonding. The Association shall maintain adequate fidelity bond coverage for all individuals having control of or access to Association funds.

13.6 Association's Right of Entry. For the purpose of performing the duties authorized by this Section 13, the Association, through its duly authorized agents and employees, shall have the right to enter upon any Unit at reasonable hours and perform such duties.

14. RIGHTS OF MORTGAGEES

14.1 Notice of Casualty or Condemnation. In the event of condemnation, eminent domain proceedings, or very substantial damage to, or destruction of any significant portion of the Common Areas, the record holder of any first mortgage on the Common Areas who has requested such notice in writing, shall be entitled to written notice.

14.2 Mortgage Foreclosure. Notwithstanding anything to the contrary herein, if any first mortgagee or other person, persons, or entity obtains title to a Unit as a result of a foreclosure of a first mortgage or a deed is given in lieu of foreclosure of a first mortgage of record, such acquirer of title shall be liable for the share of assessments pertaining to such Unit or chargeable to

the former record owner of legal title, which became due prior to the acquisition of title as a result of the foreclosure or deed in lieu of foreclosure of said first mortgage of record as provided for in Section 718.116 and 720.3085, Florida Statutes (2016), as amended from time to time. No owner or acquirer of title to a Unit by foreclosure (or by a deed in lieu of foreclosure) may, during the period of his ownership, be excused from the payment of any assessments or charges coming due during the period of such ownership.

14.3 Right to Inspect Documents and Books. The Association shall make available to Institutional Mortgagees requesting same the current Governing Documents and Rules and Regulations of the Association and financial statements of the Association. "Available" shall mean ready for inspection, upon written request, during normal business hours, or under other reasonable circumstances. Photocopies shall be at the expense of the mortgagee requesting same.

14.4 Financial Statement. Any Institutional Mortgagee is entitled, upon written request, to a copy of the financial statements of the Association for the immediately preceding fiscal year.

14.5 Lender's Notices. Upon written request to the Association, any Institutional Mortgagee shall be entitled to timely written notice of:

(A) Any delinquency of more than sixty (60) days in the payment of assessments or charges owed by the Owner of any Unit on which it holds a mortgage.

(B) A lapse, cancellation, or material modification of any insurance policy or fidelity bond maintained by the Association. An increase in coverage, or a change of insurer does not require notice under this Paragraph.

(C) Any proposed action that requires the consent of a specified percentage of mortgage holders.

15. DURATION OF COVENANTS; AMENDMENT.

15.1 Duration of Covenants. The covenants, conditions, easements and restrictions in this Declaration shall run with and bind the property within the Community, and shall inure to the benefit of and be enforceable by the County, the Association, and any Owner, their respective legal representatives, heirs, successors, and assigns, for an initial period to expire on the ninety-ninth (99th) anniversary of the date of recording this Declaration in the Public Records of Lee County, Florida. Upon the expiration of said initial period, this Declaration shall be automatically renewed and extended for an unlimited number of successive ten (10) year periods, this Declaration as it may be amended being automatically renewed and extended upon the expiration of each ten (10) year renewal period for an additional ten (10) year period, until terminated as provided below.

15.2 Termination. This Declaration may be terminated at any time after the initial period if not less than eighty percent (80%) of the voting interests of the members of the Association vote in favor of terminating this Declaration. Written notice of any meeting at which a proposal to terminate this Declaration is to be considered, setting forth the fact that such a proposal will be considered, shall be given at least forty-five (45) days in advance of said meeting. If the members vote to terminate this Declaration, the President and Secretary of the Association shall execute a certificate which shall set forth the resolution of termination so adopted, the date of the meeting of the Association at which the resolution was adopted, the date that notice of the meeting was given, the total number of votes cast in favor of the resolution, and the total number of votes cast against the resolution. The certificate shall be recorded in the public records of the County, and may be relied upon for the correctness of the facts contained therein as they relate to the termination of this Declaration. The termination shall be effective on the date the Certificate is recorded in the public records.

15.3 Amendments. This Declaration may be amended at any time. Except as otherwise specifically provided, amendments to this Declaration may be proposed by the Board of Directors or by written petition of at least one-fourth (1/4th) of the voting interests.

15.4 Procedure. Upon any amendment or amendments to this Declaration being proposed as provided above, the proposed amendment or amendments shall be submitted to a vote of the members not later than the next annual meeting for which proper notice can be given.

15.5 Vote Required. Except as otherwise provided by law, or by specific provision of this Declaration, a proposed amendment to this Declaration shall be adopted if it is approved by the Member Association's Representatives (Voting Representatives) who represent at least two-thirds (2/3rds) of the constituent Condominium Units situated within Summerwind. For the purposes of clarity, this will require an affirmative vote by those Voting Representatives who represent at least one hundred and twelve (112) constituent Units.

15.6 Certificate; Recording. A copy of each adopted amendment shall be attached to a certificate that the amendment was duly adopted as an amendment to the Declaration, which certificate shall be executed by officers of the Association with the formalities of a deed. The amendment shall be effective when the certificate and copy of the amendment are recorded in the public records of the County. The certificate must set forth the location in the public records of the County where this Declaration was originally recorded.

15.7 Proviso. Regardless of any other provision in this Declaration, no amendment of the governing documents by any person, and no termination or amendment of this Declaration, can be effective to change the Association's responsibilities, if any, for the Stormwater Management System, unless the amendment has been consented to in writing by the SFWMD. Any proposed amendment which would affect the Stormwater Management System must be submitted to the SFWMD for a determination of whether the amendment necessitates a modification of the surface water management permit. If the surface water management system is administered by the Association, any such amendment shall likewise require the consent of the Association.

16. GENERAL AND PROCEDURAL PROVISIONS

16.1 Other Documents. The Association shall have such rights, powers, duties, and privileges as are set forth in the Governing Documents; this Declaration and its provisions shall prevail in all events of conflict.

16.2 Severability. If any covenant, condition, restriction or other provision of this Declaration is held to be invalid in whole or in part by any court of competent jurisdiction, the holding shall in no way affect the validity of the remaining provisions of this Declaration, all of which shall remain in full force and effect.

16.3 Merger or Consolidation of Associations. Upon a merger or consolidation of the Association with another corporation as provided by law, the Association's rights, obligations and property may, by operation of law, be transferred to another surviving or consolidated association, alternatively, remain the rights, obligations and property of the Association as the surviving corporation. The surviving or consolidated corporation may administer this Declaration within the existing property together with the covenants and restrictions established upon any other property, as one common scheme.

16.4 Dissolution. If the Association is dissolved other than by a merger or consolidation as provided for above, each Unit shall continue to be subject to the assessments provided for in Article 8, and each Owner shall continue to be personally obligated to the successor or assigns of the Association (as the case may be) for such assessment to the extent that such assessments are required to enable such successors or assigns acquiring any real property previously owned by the Association to properly maintain, operate and preserve it.

16.5 Gender; Number. Wherever in this Declaration the context so requires, the singular number shall include the plural, and the converse; and the use of any gender shall be deemed to include all genders.

16.6 Notices.

16.6.1. To the Association. Notices to the Association shall be in writing and delivered or mailed to the Association at its principal place of business as shown by the records of the Secretary of the State of Florida, or at any other location designated by the Association.

16.6.2. To Owners. Notices to any Owner as may be required herein shall be in writing and shall be delivered or mailed to the Owner at his last known address, or at the address shown on the deed recorded in the public records of the County or electronically transmitted to the e-mail address provided by the Owner(s).

16.7 Construction. The provisions of this Declaration shall be liberally interpreted and construed to provide maximum flexibility consistent with the general development plan and the purposes set forth herein, including the premises.

16.8 Captions, Headings and Titles. Captions, headings, capitalization of certain words, and titles inserted throughout the Governing Documents are for convenience only, and in no way shall such captions, headings or titles define, limit, or in any way affect the subject matter, content or interpretation of the terms and provisions of the Governing Documents.

16.9 Interpretation. The Board of Directors of the Association shall be responsible for interpreting the provisions of the Governing Documents. Their interpretation shall be binding upon all parties unless wholly unreasonable. A written opinion rendered by Association legal counsel that an interpretation adopted by the Board is not wholly unreasonable shall conclusively establish the validity of such interpretation.

16.10 Applicable Statutes. The validity, application, and construction of this Declaration and its exhibits shall be governed by the Laws of Florida, as they exist on the date of recording this Declaration.

17. GATEWAY GREENS COMMUNITY ASSOCIATION, INC. It is acknowledged that all Owners of all Units are also subject to the Articles of Incorporation, Bylaws and Rules and Regulations of Gateway Greens Community Association, Inc. and any further amendments thereto.

17.1 Each Unit Owner shall be a member of Gateway Greens Community Association by virtue of the acceptance of deed of conveyance to his Unit. As a member of such organization, such Owner shall be governed by the Articles of Incorporation, Bylaws, and Rules and Regulations promulgated by Gateway Greens Community Association, Inc. from time to time.

IN WITNESS WHEREOF, I have hereunto set my hand and seal, acknowledged and filed the foregoing Amended and Restated Declaration of Covenants and Restrictions under the laws of the State of Florida, this 8th day of February, 2017.

Signed in the presence of:

SUMMERWIND MASTER
ASSOCIATION, INC.

Dana Paige
Witness Signature
Dana Paige
Printed Name of Witness

By: David Race
DAVID RACE
President

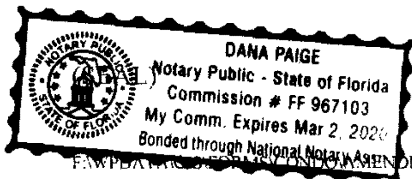
Dana Paige
Witness Signature
Dana Paige
Printed Name of Witness

By: Barbara Maul
BARBARA MAUL
Secretary

(CORPORATE SEAL)

STATE OF FLORIDA)
COUNTY OF LEE)

The foregoing instrument was executed before me this 8th day of February, 2017, by David Race, President, of Summerwind Master Association, Inc., a Florida corporation, on behalf of the corporation. He/She is personally known to me, or did produce _____ as identification.



Dana Paige
Notary Public
Dana Paige
Printed Name of Notary Public

FAWPBA 11/13/16 10:00 AM AMENDMENTS SUMMERWIND REVISED A&R DECLARATION 09-21-16.DOCX

SUMMERWIND – AMENDED AND RESTATED MASTER DECLARATION

EXHIBIT "A"

BRETT A. BISHOP
Professional Land Surveyor
9220 Bonita Beach Road
Suite 104
Bonita Springs, FL 33923
Tel. 813-947-6880

MASTER DECLARATION OF COVENANTS
AND RESTRICTIONS FOR SUMMERWIND

Tract "M", Gateway, Phase 9, according to the plat thereof recorded in Plat Book 47 at pages 10 through 19 of the public records of Lee County, Florida, **LESS AND EXCEPT THE FOLLOWING DESCRIBED PROPERTY:**

GOLFVIEW AT SUMMERWIND,
A Condominium
Phase 1, Building 1

A portion of Tract M, Gateway Phase 9, according to the Plat thereof recorded in Plat Book 47 at Pages 10 through 19 of the Public Records of Lee County, Florida being more particularly described as follows:

Commence at the Southwest corner of Tract M, Gateway Phase 9, according to the Plat thereof recorded in Plat Book 47 at Pages 10-19 of the Public Records of Lee County, Florida;
thence run N 45°-42'-19E for a distance of 101.04 feet;
thence run N 44°-17'-58W for a distance of 22.02 feet to the
Point of Beginning of the Parcel of land herein described;
thence continue N 44°17'-58 W for a distance of 70.50 feet;
thence run N 45°-42'-02E for a distance of 73.50 feet;
thence run N 44°-17'-58W for a distance of 17.00 feet;
thence run N 45°-42'-02E for a distance of 64.50 feet;
thence run S 44°-17'-58E for a distance of 87.50 feet;
thence run S 45°-42'-02W for a distance of 138.00 feet to the
Point of Beginning containing 0.249 acres, more or less

AND

Exhibit
Exhibit "A" to the Master Declaration

DR2477 P60347

GOLFVIEW AT SUMMERWIND,

A Condominium
Phase 2, Building 2

A portion of Tract M, Gateway Phase 9, according to the Plat thereof recorded in Plat Book 47 at Pages 10 through 19 of the Public Records of Lee County, Florida being more particularly described as follows:

Commence at the Southwest corner of Tract M, Gateway, Phase 9, according to the Plat thereof recorded in Plat Book 47 at Pages 10 through 19 of the Public Records of Lee County, Florida;

thence run N 45°-42'-19E for a distance of 249.87 feet;
thence run N 46°-00-00W for a distance of 21.82 feet to the
Point of Beginning of the Parcel of land herein described;
thence continue N 46°-00-00 W for a distance of 87.50 feet;
thence run N 44°-00-00E for a distance of 138.00 feet;
thence run S 46°-00-00E for a distance of 87.50 feet;
thence run S 44°-00-00W for a distance of 138.00 feet to the
Point of Beginning, containing 0.277 acres, more or less.

AND

GOLFVIEW AT SUMMERWIND,

A Condominium
Phase 3, Building 3

A portion of Tract M, Gateway Phase 9, according to the Plat thereof recorded in Plat Book 47 at Pages 10 through 19 of the Public Records of Lee County, Florida being more particularly described as follows:

Commence at the Southwest corner of Tract M, Gateway, Phase 9, according to the plat thereof recorded in Plat Book 47 at Pages 10 through 19 of the Public Records of Lee County, Florida;

thence run N 45°-42'-19E for a distance of 306.93 feet;
thence run N 49°-00-00E for a distance of 82.90 feet;
thence run to the N 36°-08-21W for a distance of 33.16 feet to the
Point of Beginning of the Parcel of land herein described;
thence continue N 36°-08-21W for a distance of 87.50 feet;
thence run N 53°-51-39E for a distance of 138.00 feet;
thence run S 36°-08-21E for a distance of 87.50 feet;
thence run S 53°-51-39W for a distance of 138.00 feet to the
Point of Beginning, containing 0.277 acres, more or less.

AND

NP21.77 PG0348

GOLFVIEW AT SUMMERWIND,

A Condominium

Phase 4, Building 4

A portion of Tract M, Gateway Phase 9, according to the Plat thereof recorded in Plat Book 47 at Pages 10 through 19 of the Public Records of Lee County, Florida being more particularly described as follows:

Commence at the Southwest corner of Tract M, Gateway, Phase 9, according to the plat thereof recorded in Plat Book 47 at Pages 10 through 19 of the Public Records of Lee County, Florida;

thence run N 45°-42-19E for a distance of 306.93 feet;
thence run N 49°-00-00E for a distance of 246.10 feet;
thence run N 45°-12-28W for a distance of 21.45 feet to the
Point of Beginning of the Parcel of land herein described;
thence continue N 45°-12-28W for a distance of 87.50 feet;
thence run N 44°-47-32E for a distance of 138.00 feet;
thence run S 45°-12-28E for a distance of 87.50 feet;
thence run S 44°-47-32W for a distance of 138.00 feet to the
Point of Beginning, containing 0.277 acres, more or less.

AND

GOLFVIEW AT SUMMERWIND,

A Condominium

Phase 5, building 5

A portion of Tract M, Gateway Phase 9, according to the Plat thereof recorded in Plat Book 47 at Pages 10 through 19 of the Public Records of Lee County, Florida being more particularly described as follows:

Commence at the Southwest corner of Tract M, Gateway, Phase 9, according to the Plat thereof recorded in Plat Book 47 at Pages 10 through 19 of the Public Records of Lee County, Florida;

thence run N 45°-42-19E for a distance of 306.93 feet;
thence run N 49°-00-00E for a distance of 376.13 feet;
thence run N 19°-59-59W for a distance of 36.24 feet to the
Point of Beginning of the Parcel of land herein described;
thence continue N 19°-59-59W for a distance of 87.50 feet;
thence run N 70°-00-00E for a distance of 138.00 feet;
thence run S 19°-59-59E for a distance of 87.50 feet;
thence run S 70°-00-00W for a distance of 138.00 feet to the
Point of Beginning, containing 0.277 acres, more or less.

AND

Exhibit

Page 3 of Exhibit "A"

**GOLFVIEW AT SUMMERWIND,
A Condominium
Phase 6, Building 6**

A portion of Tract M, Gateway Phase 9, according to the Plat thereof recorded in Plat Book 47 at Pages 10 through 19 of the Public Records of Lee County, Florida being more particularly described as follows:

Commence at the Southwest corner of Tract M, Gateway, Phase 9, according to the Plat thereof recorded in Plat Book 47 at Pages 10 through 19 of the Public Records of Lee County, Florida;

thence run N45°-42-19E for a distance of 306.93 feet;
thence run N 49°-00-00E for a distance of 415.66 feet;
thence run N 70°-00-00E for a distance of 108.81 feet;
thence run N 20°-00-00W for a distance of 22.02 feet to the
Point of Beginning of the Parcel of land herein described;
thence continue N 20°-00-00W for a distance of 87.50 feet;
thence run N 70°-00-00E for a distance of 138.00 feet;
thence run S 20°-00-00E for a distance of 87.50 feet;
thence run S 70°-00-00W for a distance of 138.00 feet to the
Point of Beginning, containing 0.277 acres, more or less.

AND

GOLFVIEW AT SUMMERWIND,

A Condominium

Phase 7, Building 7

A portion of Tract M, Gateway Phase 9, according to the Plat thereof recorded in Plat Book 47 at Pages 10 through 19 of the Public Records of Lee County, Florida being more particularly described as follows:

Commence at the Southwest corner of Tract M, Gateway, Phase 9, according to the Plat thereof recorded in Plat Book 47 at Pages 10 through 19 of the Public Records of Lee County, Florida;

thence run N45°-42-19E for a distance of 306.93 feet;
thence run N 49°-00-00E for a distance of 415.66 feet;
thence run N 70°-00-00E for a distance of 254.97 feet;
thence run N 20°-15-15W for a distance of 22.02 feet to the
Point of Beginning of the Parcel of land herein described;
thence continue N 20°-15-15W for a distance of 87.50 feet;
thence run N 69°-44-45E for a distance of 97.50 feet;
thence run S 20°-15-15E for a distance of 17.00 feet;
thence run N 69°-44-45E for a distance of 40.50 feet;
thence run S 20°-15-15E for a distance of 70.50 feet;
thence run S 69°-44-45W for a distance of 138.00 feet to the
Point of Beginning, containing 0.261 acres, more or less.

AND

**GOLFVIEW AT SUMMERWIND,
A Condominium
Phase 8, Building 8**

A portion of Tract M, Gateway Phase 9, according to the Plat thereof recorded in Plat Book 47 at Pages 10 through 19 of the Public Records of Lee County, Florida being more particularly described as follows:

Commence at the Southwest corner of Tract M, Gateway, Phase 9, according to the Plat thereof recorded in Plat Book 47 at Pages 10 through 19 of the Public Records of Lee County, Florida;

thence run N 45°-42-19E for a distance of 306.93 feet;
thence run N 49°-00-00E for a distance of 415.66 feet;
thence run N 70°-00-00E for a distance of 374.70 feet;
thence run N 67°-00-00E for a distance of 173.39 feet;
thence run N 09°-00-00E for a distance of 68.89 feet;
thence run N 62°-27-08W for a distance of 13.00 feet;
thence run S 27°-32-52W for a distance of 22.04 feet to the
Point of Beginning of the Parcel of land herein described;
thence continue S 27°-32-52W for a distance of 65.00 feet;
thence run N 62°-27-08W for a distance of 138.00 feet;
thence run N 27°-32-52E for a distance of 65.00 feet;
thence run S 62°-27-08E for a distance of 138.00 feet to the
Point of Beginning, containing 0.206 acres, more or less.

AND

Exhibit

Page 6 of Exhibit "A"

GOLFVIEW AT SUMMERWIND,

A Condominium

Phase 9, Building 9

A portion of Tract M, Gateway Phase 9, according to the Plat thereof recorded in Plat Book 47 at Pages 10 through 19 of the Public Records of Lee County, Florida being more particularly described as follows:

Commence at the Southwest corner of Tract M, Gateway, Phase 9, according to the Plat thereof recorded in Plat Book 47 at Pages 10 through 19 of the Public Records of Lee County, Florida;

thence run N 45°-42'-19"E for a distance of 306.93 feet;
thence run N 49°-00'-00"E for a distance of 415.66 feet;
thence run N 70°-00'-00"E for a distance of 374.70 feet;
thence run N 67°-00'-00"E for a distance of 173.39 feet;
thence run N 09°-00'-00"E for a distance of 68.89 feet;
thence run N 62°-27'-08"W for a distance of 158.69 feet;
thence run S 27°-32'-52"W for a distance of 22.03 feet to the
Point of Beginning of the Parcel of land herein described;
thence continue S 27°-32'-52"W for a distance of 70.50 feet;
thence run N 62°-27'-08"W for a distance of 73.50 feet;
thence run S 27°-32'-52"W for a distance of 17.00 feet;
thence run N 62°-27'-08"W for a distance of 64.50 feet;
thence run N 27°-32'-52"E for a distance of 87.50 feet;
thence run S 62°-27'-08"E for a distance of 138.00 feet to the
Point of Beginning, containing 0.249 acres, more or less.

AND

GOLFVIEW AT SUMMERWIND

A Condominium

Phase 10, Building 10

A portion of Tract M, Gateway Phase 9, according to the Plat thereof recorded in Plat Book 47 at Pages 10 through 19 of the Public Records of Lee County, Florida being more particularly described as follows:

Commence at the Southwest corner of Tract M, Gateway, Phase 9, according to the Plat thereof recorded in Plat Book 47 at pages 10 through 19 of the Public Records of Lee County, Florida;

thence run N 45°-42'-19E for a distance of 306.93 feet;
thence run N 49°-00'-00E for a distance of 415.66 feet;
thence run N 70°-00'-00E for a distance of 374.70 feet;
thence run N 67°-00'-00E for a distance of 173.39 feet;
thence run N 09°-00'-00E for a distance of 68.89 feet;
thence run N 62°-27'-08W for a distance of 283.87 feet;
thence run N 53°-24'-15W for a distance of 16.91 feet;
thence run S 36°-35'-45W for a distance of 22.02 feet to the
Point of Beginning of the Parcel of land herein described;
thence continue S 36°-35'-45W for a distance of 87.50 feet;
thence run N 53°-24'-15W for a distance of 138.00 feet;
thence run N 36°-35'-45E for a distance of 87.50 feet;
thence run S 53°-24'-15E for a distance of 138.00 feet to the
Point of Beginning, containing 0.277 acres, more or less.

AND

**GOLFVIEW AT SUMMERWIND,
A Condominium
Phase 11, Building 11**

A portion of Tract M, Gateway Phase 9, according to the Plat thereof recorded in Plat Book 47 at Pages 10 through 19 of the Public Records of Lee County, Florida being more particularly described as follows:

Commence at the Southwest corner of Tract M, Gateway, Phase 9, according to the Plat thereof recorded in Plat Book 47 at Pages 10 through 19 of the Public Records of Lee County, Florida;

thence run N 45°-42'-19E for a distance of 306.93 feet;
thence run N 49°-00'-00E for a distance of 415.66 feet;
thence run N 70°-00'-00E for a distance of 374.70 feet;
thence run N 67°-00'-00E for a distance of 173.39 feet;
thence run N 09°-00'-00E for a distance of 68.89 feet;
thence run N 62°-27'-08W for a distance of 283.87 feet;
thence run N 53°-24'-15W for a distance of 184.98 feet;
thence run S 24°-43'-46W for a distance of 22.77 feet to the
Point of Beginning of the Parcel of land herein described;
thence continue S 24°-43'-46W for a distance of 87.50 feet;
thence run N 65°-16'-14W for a distance of 64.50 feet;
thence run N 24°-43'-46E for a distance of 17.00 feet;
thence run N 65°-16'-14W for a distance of 73.50 feet;
thence run N 24°-43'-46E for a distance of 70.50 feet;
thence run S 65°-16'-14E for a distance of 138.00 feet to the
Point of Beginning, containing 0.249 acres, more or less.

AND

LAKEVIEW AT SUMMERWIND,

A Condominium

Phase 1, Building 12

A portion of Tract M, Gateway Phase 9, according to the Plat thereof recorded in Plat Book 47 at Pages 10 through 19 of the Public Records of Lee County, Florida being more particularly described as follows:

Commence at the Southwest corner of Tract M, Gateway, Phase 9, according to the Plat thereof recorded in Plat Book 47 at Pages 10 through 19 of the Public Records of Lee County, Florida;

thence run N 00°-40'-44"W for a distance of 493.39 feet;
thence run N 89°-46'-46"E for a distance of 260.56 feet to the
Point of Beginning of the Parcel of land herein described;
thence run N 00°-13'-14"W for a distance of 126.00 feet;
thence run N 89°-46'-46"E for a distance of 53.00 feet;
thence run S 00°-13'-14"E for a distance of 126.00 feet;
thence run S 89°-46'-46"W for a distance of 53.00 feet to the
Point of Beginning, containing 0.153 acres, more or less.

AND

LAKEVIEW AT SUMMERWIND,

A Condominium

Phase 1, Building 13

A portion of Tract M, Gateway Phase 9, according to the Plat thereof recorded in Plat Book 47 at Pages 10 through 19 of the Public Records of Lee County, Florida being more particularly described as follows:

Commence at the Southwest corner of Tract M, Gateway, Phase 9, according to the Plat thereof recorded in Plat Book 47 at Pages 10 through 19 of the Public Records of Lee County, Florida;

thence run N 00°-40'-44"W for a distance of 636.27 feet;
thence run N 89°-19'-16"E for a distance of 277.42 feet to the
Point of Beginning of the Parcel of land herein described;
thence run N 09°-16'-19"W for a distance of 53.00 feet;
thence run N 80°-43'-41"E for a distance of 126.00 feet;
thence run S 09°-16'-19"E for a distance of 53.00 feet;
thence run S 80°-43'-41"W for a distance of 126.00 feet to the
Point of Beginning, containing 0.153 acres, more or less.

AND

**LAKEVIEW AT SUMMERWIND,
A Condominium
Phase 1, Building 14**

A portion of Tract M, Gateway Phase 9, according to the Plat thereof recorded in Plat Book 47 at Pages 10 through 19 of the Public Records of Lee County, Florida being more particularly described as follows:

Commence at the Southwest corner of Tract M, Gateway, Phase 9, according to the Plat thereof recorded in Plat Book 47 at Pages 10 through 19 of the Public Records of Lee County, Florida;
thence run N 00°-40'-44W for a distance of 707.78 feet;
thence run N 89°-19-16 E for a distance of 420.23 feet to the
Point of Beginning of the Parcel of land herein described;
thence run S 88°-01'-41E for a distance of 126.00 feet;
thence run S 01°-58-19W for a distance of 53.00 feet;
thence run S 88°-01'-41W for a distance of 126.00 feet;
thence run N 01°-58-19E for a distance of 53.00 feet to the
Point of Beginning, containing 0.153 acres, more or less.

AND

**LAKEVIEW AT SUMMERWIND,
A Condominium
Phase 2, Building 15**

A portion of Tract M, Gateway Phase 9, according to the Plat thereof recorded in Plat Book 47 at Pages 10 through 19 of the Public Records of Lee County, Florida being more particularly described as follows:

Commence at the Southwest corner of Tract M, Gateway, Phase 9, according to the Plat thereof recorded in Plat Book 47 at Pages 10 through 19 of the Public Records of Lee County, Florida;
thence run N 00°-40'-44W for a distance of 811.29 feet;
thence run N 89°-19-16E for a distance of 597.32 feet to the
Point of Beginning of the Parcel of land herein described;
thence run S 74°-41'-52E for a distance of 53.00 feet;
thence run S 15°-18-08W for a distance of 126.00 feet;
thence run N 74°-41'-52W for a distance of 53.00 feet;
thence run N 15°-18-08E for a distance of 126.00 feet to the
Point of Beginning, containing 0.153 acres, more or less.

LAKEVIEW AT SUMMERWIND,

A Condominium

Phase 3, Building 16

A portion of Tract M, Gateway Phase 9, according to the Plat thereof recorded in Plat Book 47 at Pages 10 through 19 of the Public Records of Lee County, Florida being more particularly described as follows:

Commence at the Southwest corner of Tract M, Gateway, Phase 9, according to the Plat thereof recorded in Plat Book 47 at Pages 10 through 19 of the Public Records of Lee County, Florida;

thence run N 00°-40'-44"W for a distance of 1042.44 feet;
thence run N 89°-19'-16"E for a distance of 395.47 feet;
thence run S 00°-40'-44"E for a distance of 87.39 feet to the
Point of Beginning of the Parcel of land herein described;
thence run N 57°-44'-52"E for a distance of 53.00 feet;
thence run S 32°-15'-08"E for a distance of 126.00 feet;
thence run S 57°-44'-52"W for a distance of 53.00 feet;
thence run N 32°-15'-08"W for a distance of 126.00 feet to the
Point of Beginning, containing 0.153 acres, more or less.

AND

LAKEVIEW AT SUMMERWIND,

A Condominium

Phase 4, Building 17

A portion of Tract M, Gateway Phase 9, according to the Plat thereof recorded in Plat Book 47 at Pages 10 through 19 of the Public Records of Lee County, Florida being more particularly described as follows:

Commence at the Southwest corner of Tract M, Gateway, Phase 9, according to the Plat thereof recorded in Plat Book 47 at Pages 10 through 19 of the Public Records of Lee County, Florida;

thence run N 00°-40'-44"W for a distance of 1042.44 feet;
thence run N 89°-19'-16"E for a distance of 245.70 feet;
thence run S 02°-28'-04"E for a distance of 70.20 feet to the
Point of Beginning of the Parcel of land herein described;
thence run N 87°-31'-56"E for a distance of 126.00 feet;
thence run S 02°-28'-04"E for a distance of 53.00 feet;
thence run S 87°-31'-56"W for a distance of 126.00 feet;
thence run N 02°-28'-04"W for a distance of 53.00 feet to the
Point of Beginning, containing 0.153 acres, more or less.

AND

**Exhibit
Page 12 of Exhibit "A"**

0R2477-169358

LAKEVIEW AT SUMMERWIND,

**A Condominium
Phase 5, Building 18**

A portion of Tract M, Gateway Phase 9, according to the Plat thereof recorded in Plat Book 47 at Pages 10 through 19 of the Public Records of Lee County, Florida being more particularly described as follows:

Commence at the Southwest corner of Tract M, Gateway, Phase 9, according to the Plat thereof recorded in Plat Book 47 at Pages 10 through 19 of the Public Records of Lee County, Florida;

thence run N 00°-40-44W for a distance of 928.48 feet;
thence run S 88°-40-14E for a distance of 103.58 feet to the
Point of Beginning of the Parcel of land herein described;
thence run N 01°-19-46E for a distance of 53.00 feet;
thence run S 88°-40-14E for a distance of 126.00 feet;
thence run S 01°-19-46W for a distance of 53.00 feet;
thence run N88°-40-14W for a distance of 126.00 feet to the
Point of Beginning, containing 0.153 acres, more or less.

AND

LAKEVIEW AT SUMMERWIND,

**A Condominium
Phase 6, Building 19**

A portion of Tract M, Gateway Phase 9, according to the Plat thereof recorded in Plat Book 47 at Pages 10 through 19 of the Public Records of Lee County, Florida being more particularly described as follows:

Commence at the Southwest corner of Tract M, Gateway, Phase 9, according to the Plat thereof recorded in Plat Book 47 at Pages 10 through 19 of the Public Records of Lee County, Florida;

thence run N 00°-40-44W for a distance of 743.47 feet;
thence run N 83°-58-21 E for a distance of 75.73 feet to the
Point of Beginning of the Parcel of land herein described;
thence run N 06°-01-39W for a distance of 126.00 feet;
thence run N 83°-58-21E for a distance of 53.00 feet;
thence run S 06°-01-39E for a distance of 126.00 feet;
thence run S 83°-58-21 W for a distance of 53.00 feet to the
Point of Beginning, containing 0.153 acres, more or less.

AND

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OR2477-160369

LAKEVIEW AT SUMMERWIND,

A Condominium
Phase 7, Building 20

A portion of Tract M, Gateway Phase 9, according to the Plat thereof recorded in Plat Book 47 at Pages 10 through 19 of the Public Records of Lee County, Florida being more particularly described as follows:

Commence at the Southwest corner of Tract M, Gateway, Phase 9, according to the Plat thereof recorded in Plat Book 47 at Pages 10 through 19 of the Public Records of Lee County, Florida;

thence run N 00°-40-44W for a distance of 615.10 feet;
thence run S 84°-27-45E for a distance of 64.48 feet to the
Point of Beginning of the Parcel of land herein described;
thence run N 05°-32-15E for a distance of 126.00 feet;
thence run S 84°-27-45E for a distance of 53.00 feet;
thence run S 05°-32-15W for a distance of 126.00 feet;
thence run N 84°-27-45 W for a distance of 53.00 feet to the
Point of Beginning, containing 0.153 acres, more or less.

AND

LAKEVIEW AT SUMMERWIND,

A Condominium
Phase 8, Building 21

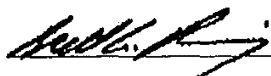
A portion of Tract M, Gateway Phase 9, according to the Plat thereof recorded in Plat Book 47 at Pages 10 through 19 of the Public Records of Lee County, Florida being more particularly described as follows:

Commence at the Southwest corner of Tract M, Gateway, Phase 9, according to the Plat thereof recorded in Plat Book 47 at Pages 10 through 19 of the Public Records of Lee County, Florida;

thence run N 00°-40-44W for a distance of 459.70 feet;
thence run N 89°-00-00E for a distance of 63.17 feet to the
Point of Beginning of the Parcel of land herein described;
thence run N 01°-00-00W for a distance of 126.00 feet;
thence run N 89°-00-00 E for a distance of 53.00 feet;
thence run S 01°-00-00E for a distance of 126.00 feet;
thence run S 89°-00-00W for a distance of 53.00 feet to the
Point of Beginning, containing 0.153 acres, more or less.

Bearings hereon refer to Gateway, Phase 9, according to the plat thereof recorded in Plat Book 47, Pages 10 through 19 inclusive of the Public Records of Lee County, Florida.

This property is subject to easements, reservations or restrictions of record.

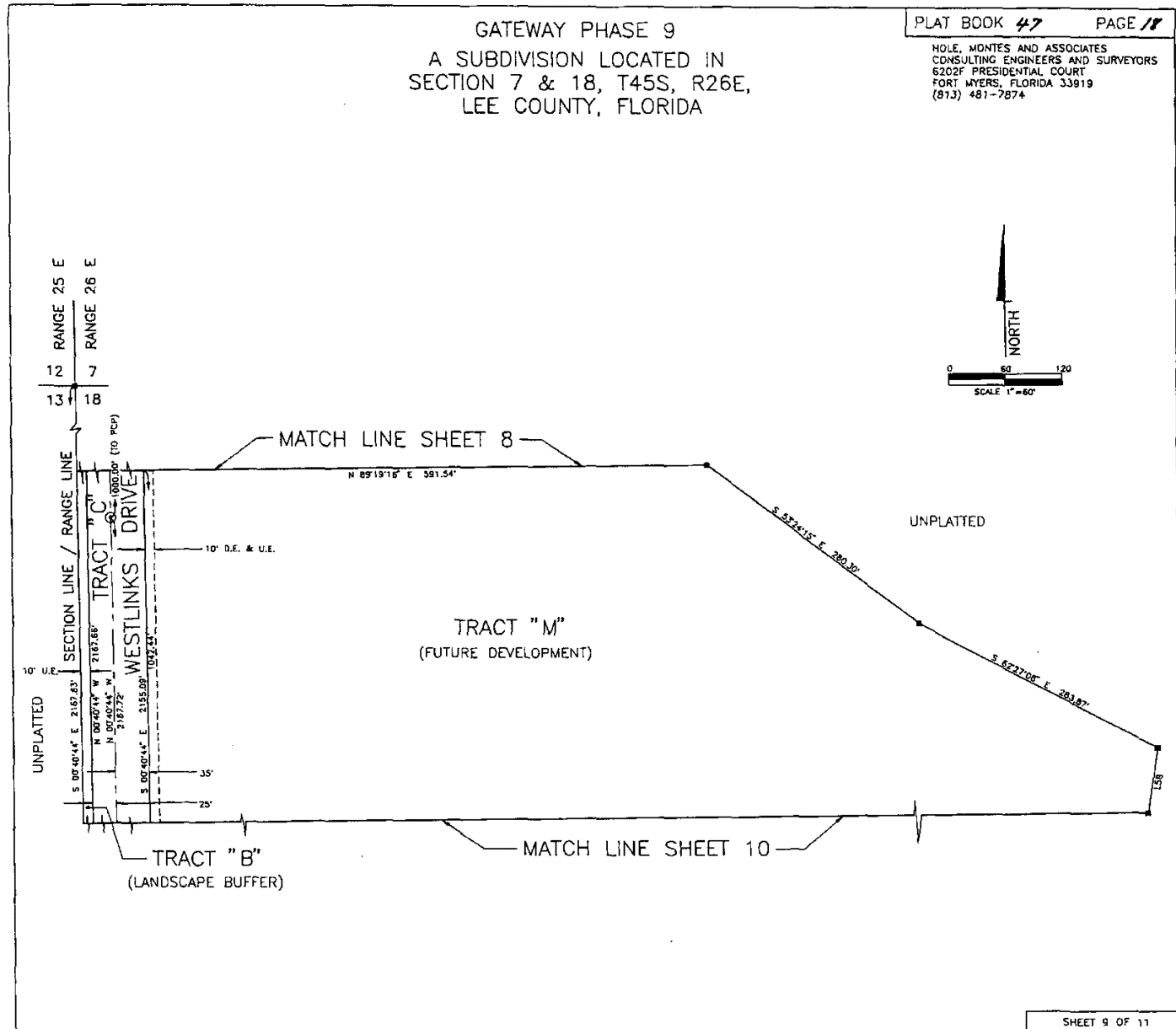


Date: 4-22-99
Brett A. Bishop
Professional Land Surveyor
State of Florida #4760

Exhibit

Page 15 of Exhibit "A"

EXHIBIT "A-1"



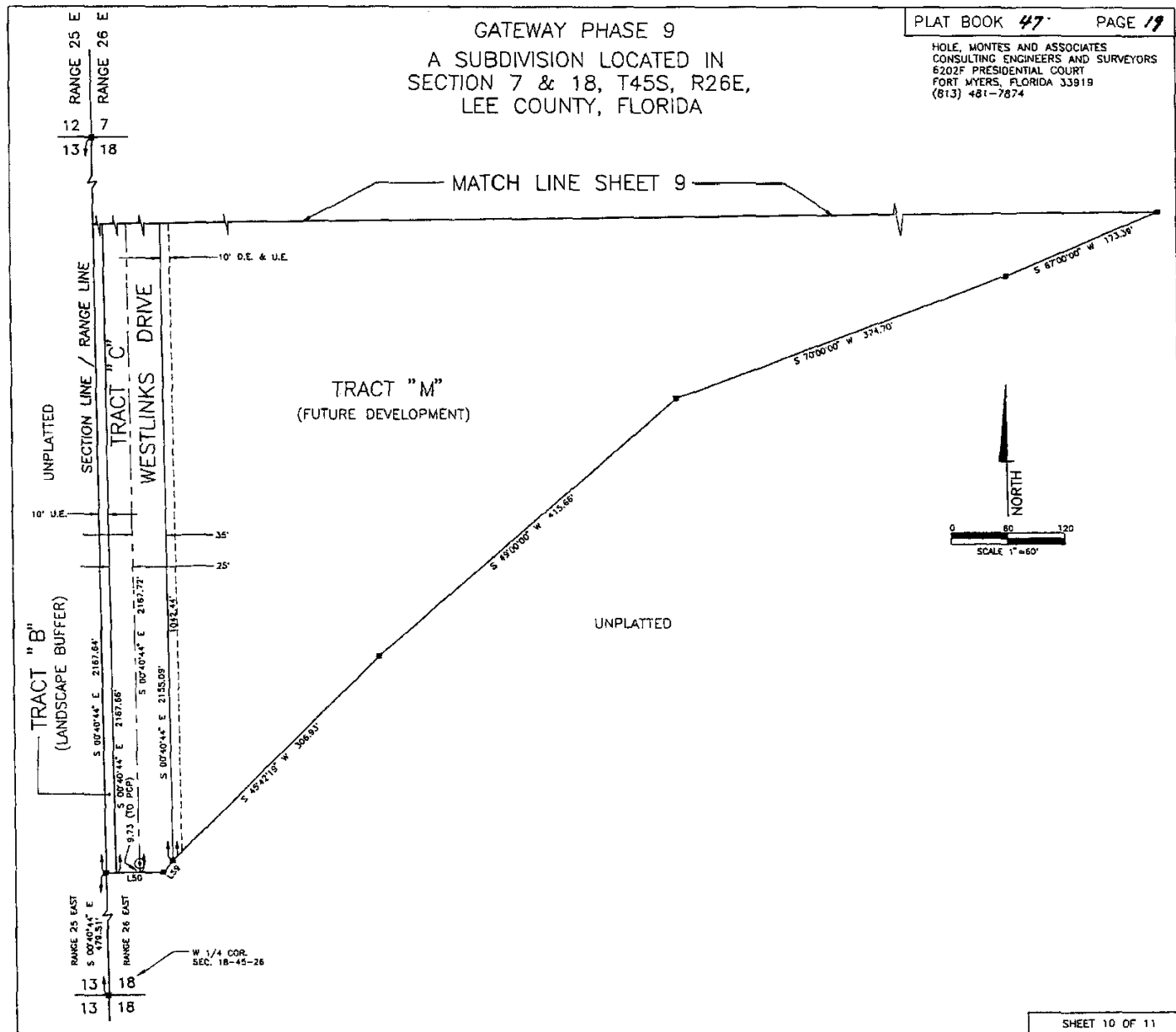


EXHIBIT "B"

ARTICLES OF INCORPORATION
OF
SUMMERWIND MASTER ASSOCIATION, INC.

The undersigned by these articles associate themselves for the purpose of forming a corporation not-for-profit. This Association is being formed to administer the Master Declaration and to perform, among other things, the duties and exercise the powers pursuant to the Master Declaration, as and when the Master Declaration is recorded in the Public Records of Lee County, Florida, with these Articles attached as an Exhibit. All of the definitions contained in the Master Declaration shall apply to these Articles, and to the Bylaws of the Association. Until such time as the Master Declaration is so recorded, the Incorporator shall be the member of the Association.

ARTICLE I

Name

The name of the corporation is: Summerwind Master Association, Inc., (hereinafter referred to as the "Master Association").

ARTICLE II

Purpose

The purposes for which the Master Association is organized are as follows:

1. To operate as a corporation not-for-profit pursuant to Chapter 617 of the Florida Statutes.
2. To administer, enforce and carry out the terms and provisions of the Master Declaration, as same may be amended from time to time.
3. To administer, enforce and carry out the terms and provisions of any other declaration of covenants and restrictions, or similar document, submitting property to the jurisdiction of, or assigning responsibilities, rights or duties to the Master Association, and accepted by the Board.
4. To operate, maintain and own the Common Areas.

ARTICLE III

Powers

The Master Association shall have the following powers:

Exhibit "F" to the Master Declaration

DR2477 P60366

1. All of the common law and statutory powers of a corporation not-for-profit under the laws of Florida which are not in conflict with the terms of these Articles.

2. To enter into, make, establish and enforce, rules, regulations, bylaws, covenants, restrictions and agreements to carry out the purposes of the Master Association.

3. To make and collect Assessments against Members of the Master Association to defray the costs, expenses, reserves and losses incurred or to be incurred by the Master Association and to use the proceeds thereof in the exercise of the Master Association's powers and duties.

4. To own, purchase, sell, mortgage, lease, administer, manage, operate, maintain, improve, repair and/or replace real and personal property.

5. To hold funds for the exclusive benefit of the Members of the Master Association as set forth in these Articles and as provided in the Master Declaration and the Bylaws.

6. To purchase insurance for the protection of the Master Association, its officers, Directors and Members, and such other parties as the Master Association may determine to be in the best interests of the Master Association.

7. To operate, maintain, repair, and improve all Common Areas, and such other portions of the Subject Property as may be determined by the Board from time to time.

8. To employ personnel necessary to perform the obligations, services and duties required of or to be performed by the Master Association and/or to contract with others for the performance of such obligations, services and/or duties.

9. To operate and maintain the surface water management and drainage system for the Total Property as permitted by the Gateway Service District, and any other entity governing water management in Gateway Greens Development, including all lakes, retention areas, culverts, and related appurtenances.

10. To sue and be sued.

11. To do all acts required to be performed by it in accordance with the Summerwind Master Declaration of Covenants and Restrictions for Summerwind.

12. To make, levy and collect Assessments for the purpose of obtaining funds from Association Members, Owner Members and Unit Owners to pay for the operating expenses and costs of collection

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and to use and expend the proceeds of Assessments in the exercise of its powers and duties hereunder.

13. To maintain, repair, replace and operate the Common Areas in accordance with those governmental and quasi-governmental authorities, all regulations, easements and all other restrictions, covenants and agreements applicable to Summerwind.

14. To fulfill the obligations of the Corporation with regard to the Residential Property in accordance with the provisions of the Master Declaration.

15. To enforce by legal means the obligations of the Associations, the Member Owners and the Unit Owners and the provisions of the Master Declaration.

16. To enter into agreements for professional management with an individual, corporation, partnership or other entity and to delegate to such parties any duties of the Corporation as are consistent therewith.

17. To enter into any agreements for the ownership, financing, maintenance, security, administration or any other functions to be carried out by the Corporation with associations, managers, governmental and quasi-governmental authorities or any other parties or entities whatsoever.

ARTICLE IV

Members

1. Members.

1.01 Membership and Voting Rights. Membership and voting rights shall be as set forth in Article IV of the Master Declaration of Covenants and Restrictions for Summerwind to which a copy of these Articles shall be attached as an Exhibit and the Bylaws of the Association.

ARTICLE V

Directors

1. The affairs of the Master Association shall be managed by a Board consisting of not less than three (3) Directors, and which shall always be an odd number. The number of Directors shall be determined in accordance with the Bylaws. In the absence of such determination, there shall be three (3) Directors.

2. The Directors of the Master Association shall be elected by the Members, except that the Developer shall have the right to appoint Directors of the Master Association as follows:

DR2477 P60368

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2.01 Developer shall have the right to appoint all of the Directors until seventy-five percent (75%) of the Condominium Units to be constructed within the Subject Property have been actually constructed.

2.02 Thereafter, Developer shall have the right to appoint a majority of the Directors until such time as (i) one hundred percent (100%) of the Condominium Units to be constructed within the Subject Property have actually been constructed, and (ii) ninety percent (90%) of the Condominium Units to be constructed within each parcel of Committed Property which is or to be subject to the jurisdiction of an Association Member have been constructed and conveyed to purchasers, or until such date as Developer, in its sole discretion, shall determine, whichever occurs first.

2.03 Thereafter, Members other than Developer shall have the right to elect a majority of the Directors, and Developer shall have the right to appoint all other Directors so long as Developer owns any Property, or holds a mortgage encumbering any Property other than a Condominium Unit.

2.04 Thereafter, Developer shall no longer have the right to appoint any Directors.

3. All of the duties and powers of the Master Association existing under Chapter 617 of the Florida Statutes, the Master Declaration, these Articles and the Bylaws shall be exercised exclusively by the Board, its agents, contractors or employees, subject to approval by the Members only when specifically required.

4. Directors may be removed and vacancies on the Board shall be filled in the manner provided by the Bylaws, however, any Director appointed by the Developer may only be removed by the Developer, and any vacancy on the Board shall be appointed by the Developer if, at the time such vacancy is to be filled, the number of remaining Directors appointed by the Developer is less than the maximum number of Directors which may, at that time, be appointed by the Developer as set forth above.

5. The names and addresses of the Directors who shall hold office until their successors are elected or appointed, or until removed, are as follows:

<u>NAME</u>	<u>ADDRESS</u>
Stuart O. Kaye	Suite 401 1100 Fifth Avenue South Naples, Florida 33940

Richard Taylor

Suite 401
1100 Fifth Avenue South
Naples, Florida 33940

Michael Neumann

Suite 401
1100 Fifth Avenue South
Naples, Florida 33940

ARTICLE VI

Officers

The officers of the Master Association shall be a President, Vice President, Secretary, Treasurer and such other officers as the Board may from time to time by resolution create. The officers shall serve at the pleasure of the Board, and the Bylaws may provide for the removal from office of officers, for filling vacancies, and for the duties of the officers. The names of the officers shall serve until their successors are designated by the Board are as follows:

PRESIDENT: Stuart O. Kaye
VICE PRESIDENT: Richard Taylor
SECRETARY-TREASURER: Michael Neumann

ARTICLE VII

Indemnification

1. The Master Association shall indemnify any person who was or is a party or is threatened to be made a party, to any threatened, pending or contemplated action, suit or proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that he is or was a Director, employee, officer or agent of the Master Association, against expense (including attorney's fees and appellate attorney's fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding if he acted in good faith and in the manner he reasonably believed to be in, or not opposed to, the best interest of the Master Association; and, with respect to any criminal action or proceeding, if he had no reasonable cause to believe his conduct was unlawful; except, that no indemnification shall be made in respect to any claim, issue or matter as to which such person shall have been adjudged to be liable for gross negligence or willful misfeasance or malfeasance in the performance of his duty to the Master Association unless and only to the extent that the court in which such action or suit was brought shall determine, upon application, that despite the adjudication of

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liability, but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which such court shall deem proper. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, in and of itself, create a presumption that the person did not act in good faith and in a manner which he reasonably believed to be in, or not opposed to, the best interest of the Master Association; and with respect to any criminal action or proceeding, that he had no reasonable cause to believe that his conduct was unlawful.

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

3. Any indemnification under Paragraph 1 above (unless ordered by a court) shall be made by the Master Association only as authorized in the specific case upon a determination that indemnification of the Director, officer, employee or agent is proper under the circumstances because he has met the applicable standard of conduct set forth in Paragraph 1 above. Such determination shall be made (a) by the Board by a majority vote of a quorum consisting of Directors who were not parties to such action, suit or proceeding, or (b) if such quorum is not obtainable, or, even if obtainable, a quorum of disinterested Directors so directs, by independent legal counsel in written opinion, or (c) by a majority of the Members.

4. Expenses incurred in defending a civil or criminal action, suit or proceeding may be paid by the Master Association in advance of the final disposition of such action, suit or proceeding as authorized by the Board in the specific case upon receipt of an undertaking by or on behalf of the Director, officer, employee or agent to repay such amount unless it shall ultimately be determined that he is entitled to be indemnified by the Master Association as authorized in this Article.

5. The indemnification provided by this Article shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under the laws of the State of Florida, any By-Law, agreement, vote of Members or otherwise; and as to action taken in an official capacity while holding office, shall continue as to a person who has ceased to be a Director, officer, employee, or agent and shall inure to the benefit of the heirs, executors and administrators of such a person.

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6. The Master Association shall have the power to purchase and maintain insurance on behalf of any person who is or was a Director, officer, employee or agent of the Master Association, or is or was serving at the request of the Master Association as a Director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against any liability asserted against him and incurred by him in any such capacity, as arising out of his status as such, whether or not the Master Association would have the power to indemnify him against such liability under the provisions of this Article.

ARTICLE VIII

Bylaws

The Bylaws shall be adopted by the Board, and may be altered, amended, or rescinded in the manner provided by the Bylaws. However the provisions of these Articles of Incorporation shall prevail in the event of any conflict between the provisions of the Articles and the provisions of the Bylaws.

ARTICLE IX

Amendments

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

1. A majority of the Board shall adopt a resolution setting forth the proposed amendment in directing that it be submitted to a vote at a meeting of the Members, which may be the annual or a special meeting.

2. Written notice setting forth the proposed amendment or a summary of the changes to be affected thereby shall be given to each Member entitled to vote thereon within the time and in the manner provided in the Bylaws for the giving of notice of meeting of Members. If the meeting is an annual meeting, the proposed amendment or such summary may be included in the notice of such annual meeting.

3. At such meeting, a vote of the Members entitled to vote thereon shall be taken on the proposed amendment. The proposed amendment shall be adopted upon receiving the affirmative vote of a majority of the votes of the entire membership of the Association.

4. Any number of amendments may be submitted to the Members and voted upon by them at any one meeting.

5. If all of the Directors and all of the Members eligible to vote sign a written statement manifesting their intention that

DR2477 PSD372

an amendment to these Articles be adopted, then the amendment shall thereby be adopted as though the above requirements have been satisfied.

6. In addition to the above, so long as Developer appoints a majority of the Directors to the Master Association, Developer shall be entitled to unilaterally amend these Articles and Bylaws. Furthermore, no amendment shall make any changes which would in any way affect any of the rights, privileges, power or options herein provided in favor of, or reserved to, Developer, unless Developer joins in the execution of the amendment.

7. Upon the approval of an amendment to these Articles, Articles of Amendment shall be executed and delivered to the Department of State as provided by law, and a copy certified by the Department of State shall be recorded in the Public Records of the county in which the Subject Property is located.

ARTICLE X

Term

The Master Association shall have perpetual existence.

ARTICLE XI

Incorporator

The name and street address of the incorporator is:

Stuart O. Kaya
1100 Fifth Avenue South
Naples, Florida 33940

ARTICLE XII

Initial Registered Office Address and Name of Initial Registered Agent

The street address of the initial principal office of the corporation is 1100 Fifth Avenue South, Naples, Florida 33940, and the initial registered agent of the corporation shall be Dennis P. Cronin, Esq., Bond, Schoeneck & King, 1167 Third Street South, Naples, Florida 33940.

ARTICLE XIII

Dissolution

In the event of the dissolution of this corporation, or any successor entity hereto, any common areas, or assets, both real and

OR2477 PG0373

personal, ever owned by the corporation shall be transferred to either a successor entity or an appropriate governmental agency or public body to be maintained for the purposes for which this corporation, or its successor hereto, was maintaining such common areas in accordance with the terms and provisions under which such common areas were being held by this corporation or such successor. No such disposition of the Master Association properties shall be effective to divest or diminish any right or title of any member vested under the Master Declaration unless made in accordance with the provisions of such Master Declaration.

IN WITNESS WHEREOF, the incorporator and the initial registered agent have executed these Articles.

WITNESSES:

COMMUNITY DEVELOPMENT - WESTBURY
GATEWAY JOINT VENTURE, a
Florida Joint Venture by
its managing partner, COMMUNITY
DEVELOPMENT CORPORATION OF
GATEWAY, INC.

Debbie Peppers
Witness #1

Debbie Peppers
Printed Name of Witness #1

Rachael Dole
Witness #2

Rachael Dole
Printed Name of Witness #2

[Signature] [Corporate Seal]
By: Stuart O. Kaye, President

The undersigned hereby accepts the designation of Registered Agent and Resident Agent of Summerwind Master Association, Inc., as set forth in Article XII of these Corporation Articles.

Dennis P. Cronin
DENNIS P. CRONIN, ESQ.

STATE OF FLORIDA
COUNTY OF COLLIER

The foregoing instrument was acknowledged before me this 24th day of February, 1994, by Stuart O. Kaye as president of COMMUNITY DEVELOPMENT CORPORATION OF GATEWAY, INC., and he acknowledged before me that he executed the foregoing instrument on behalf of said COMMUNITY DEVELOPMENT CORPORATION OF

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GATEWAY, INC., managing partner of COMMUNITY DEVELOPMENT - WESTBURY
GATEWAY JOINT VENTURE, a Florida Joint Venture. Stuart O. Kaye ☐
is personally known to me or has produced _____
_____ as identification.

My Commission Expires:

State of Florida
My Comm. Expires:
OCT. 6, 1994

Michael Dove
Notary Public

Michael Dove
Printed Name of Notary Public

STATE OF FLORIDA }
COUNTY OF COLLIER }

The foregoing instrument was acknowledged before me this 24th
day of March, 1994, by DENNIS P. CRONIN, ESQ., who is
personally known to me.

My Commission Expires:

Trudy A. Smith
Notary Public
OFFICIAL NOTARY SEAL
TRUDY A SMITH
COMMISSION NUMBER
MY COMMISSION EXP.
AUG. 10, 1994

CR24.77 P60375

"EXHIBIT C"

**AMENDED AND RESTATED BYLAWS
OF
SUMMERWIND MASTER ASSOCIATION, INC.**

1. GENERAL These are the Amended and Restated Bylaws of Summerwind Master Association, Inc., (hereinafter the "Master Association" or "Association"), a Florida corporation not for profit organized for the purposes set forth in the Articles of Incorporation.

1.1 Principal Office. The current principal office of this corporation is c/o Cornerstone Association Management, 11934 Fairway Lakes Drive #1, Fort Myers, Florida 33913, or at such other place as may be established by the Board of Directors, from time to time.

1.2 Definitions. All terms defined in the Amended and Restated Master Declaration of Covenants and Restrictions for Summerwind (the "Declaration") relating to the residential community known as Summerwind ("Summerwind"), recorded in the Public Records of Lee County, Florida, are incorporated herein by reference and made a part hereof. In addition to the terms defined in the Declaration, the following terms shall have the meanings set forth below.

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

2. MEMBERSHIP AND VOTING RIGHTS. The classes of membership shall be as more fully set forth in Article IV of the Articles of Incorporation and Article 5 of the Amended and Restated Master Declaration for Summerwind and as set forth below.

2.1 Membership. The Members of the Master Association shall be comprised of the respective Condominiums which are operated and administered by their respective Condominium Associations. There are five (5) separate and distinct Condominiums namely Golfview at Summerwind which consists of twenty-four (24) Units located in three (3) buildings; Golfview II at Summerwind which consists of sixteen (16) Units located in two (2) buildings; Golfview III at Summerwind which consists of forty-eight (48) Units located in six (6) buildings; Lakeview at Summerwind which consists of forty (40) Units located in five (5) buildings; and Lakeview II at Summerwind which consists of forty (40) Units located in five (5) buildings. Each of these respective Condominium Associations constitutes the Members of the Master Association.

2.2 Membership Privileges. Notwithstanding the fact that no Condominium Unit Owner within these respective Condominiums and which is subject to the jurisdiction of the Master Declaration is a member of the Master Association, each Condominium Unit Owner shall be entitled to the benefit of and be subject to the Master Declaration and shall enjoy a nonexclusive easement over all Master Association Common Area property. There are a total of one hundred and sixty-eight (168) Units which were developed within Summerwind and which have membership privileges within Summerwind.

2.3 Membership in General.

2.3.1 Qualification. The qualification of Members, the manner of their admission to membership and the termination of such membership shall be set forth in the Articles and the Master Declaration.

2.3.2 Member Register. The Secretary of the Master Association shall maintain a register in the office of the Master Association showing the names and addresses of the Members of the Master Association. Each Association Member shall at all times advise the Secretary of the names of the officers and directors of the Association Member, and of the number of Condominium Units within the Property subject to the jurisdiction of the Association Member. Furthermore, upon request from the Master Association, the Association Member shall supply the Master Association with a current list of the names and addresses of owners of Condominium or Dwelling Units or Property subject to the jurisdiction of the Association. The Master Association shall not be responsible for reflecting any changes, until notified of such changes in writing. Any mortgagee of any property may register by notifying the Master Association in writing of its mortgage. In the event the Association files a claim of lien which affects any property encumbered by the mortgage of a registered mortgagee, a copy of the claim of lien shall be mailed to the registered mortgagee.

2.3.3 Association Member. The Board of Directors of each Association shall designate a person (the "Representative" or "Voting Representative") to act on behalf of the Member Association at all Members' meetings of the Master Association. The Representative shall be designated by certificate signed by the President or Vice President of the Association and filed by the Secretary of the Master Association. The person designated by such certificate, in the absence of a revocation of same, shall conclusively be deemed to be the person entitled to cast the votes for the Association Member at any meeting. In the absence of such certificate, or in the event the person designated in such certificate does not appear in person or by proxy at any meeting, the votes of the Association Member may be cast at any meeting by the President, Vice President, Secretary or Treasurer, in that order, of the Association Member. Each Member Association's voting Representative shall have the same weighted vote and shall be authorized to vote the same number of Units that each Member Association represents.

2.3.4 Proxies. A Representative of an Association Member entitled to vote at a meeting of the Members, or to express consent or dissent without a meeting, may authorize another person to act on the Member's or Representative's behalf by a limited proxy signed by such Member or Representative or their respective attorney-in-fact if permitted to do so by law. Any such limited proxy shall be delivered to the Secretary of the Master Association, or the person acting as Secretary at the meeting, at or prior to the time designated in the order of business for so delivering such proxies. Proxies shall be valid only for the particular meeting designated therein and only for matters allowed by law, and if so stated in the limited proxy, and adjournments thereof, unless otherwise provided in the limited proxy. Every limited proxy shall be revocable at any time at the pleasure of the Member or Representative executing it. Any limited proxy issued by a Representative of an Association Member may only authorize a director or officer of the Association to act on the Representative's behalf.

3. MEMBERSHIP MEETINGS

3.1 Who May Attend. As to an Association Member, its Representative, and any of its directors or officers, may attend any meeting of the Members. Any person not expressly authorized to attend a meeting of the Members, as set forth above, may be excluded from any meeting of the Members by the presiding officer of the meeting.

3.2 Place. All meetings of the Members shall be held at the principal office of the Master Association or at such other place and at such time as shall be designated by the Board and stated in the notice of meeting.

3.3 Notices.

3.3.1 Written notice stating the place, day and hour of any membership meeting and, in the case of a special meeting, the purpose or purposes for which the meeting is called, shall be given to each Member not less than fourteen (14) days nor more than sixty (60) days before the date of the meeting, by or at the direction of the President, the Secretary or the officer or persons calling the meeting. If mailed, such notice shall be deemed to be delivered when deposited in the United States Mail, addressed to the Member at the Member's address as it appears on the records of the Master Association, unless such Member shall have filed a written request with the Secretary of the Master Association stating that notices to him be mailed to some other address. Notice shall also be posted in a conspicuous place on the Condominium Property at least forty-eight (48) continuous hours prior to said meeting. The notice of any Board meeting at which assessments to be made against Unit Owners are to be considered shall so state and shall also set forth the nature of the assessment. For the purpose of determining Members entitled to notice of, or to vote at, any meeting of the Members of the Master Association, or in order to make a determination of the Members for any other purpose, the Board shall be entitled to rely upon the Member register as same exists ten (10) days prior to the giving of the notice of any meeting, and the Board shall not be required to take into

account any changes in membership occurring after that date but may, in their sole and absolute discretion, do so.

3.3.2 Notice of Association Member shall be made to its Representative, and in the absence of a Representative shall be sent to the President of the Association Member.

3.4 **Waiver of Notice.** Whenever any notice is required to be given to any Member under the provisions of the Articles or these Amended and Restated Bylaws, or as otherwise provided by law, a waiver thereof in writing signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be equivalent to the giving of such notice. Attendance of a Member at a meeting shall constitute a waiver of notice of such meeting, except when the Member objects at the beginning of the meeting to the transaction of any business because the meeting is not lawfully called or convened.

3.5 **Annual Meetings.** The annual meeting of Members shall be held at the office of the Master Association or such other place in Lee County, Florida, as may be specified in the notice of the meeting, for the purpose of electing Directors and of transacting any other business authorized to be transacted by the Members. The first annual meeting of the Members shall be held within one (1) year from the date of incorporation at the 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.

3.6 **Special Meetings.** Special meetings of Members shall be held whenever called by the President or Vice President or by a majority of the Board of Directors or by twenty percent (20%) of the Member Associations by or through their respective Representatives, and must be called by such officers upon receipt of written request from Members representing a majority of the Units or as otherwise required herein or by law. Such request shall state the purpose of the proposed meeting. Business transaction at all special meetings shall be confined to the subjects stated in the notice of meeting. Notice of any special meeting shall be given by the Secretary, or other officer of the Master Association, to all of the Members within thirty (30) days after same is duly requested, and the meeting shall be held within forty-five (45) days after same is duly requested. Notice shall also be posted in a conspicuous place on the Condominium Property at least forty-eight (48) continuous hours prior to said meeting. The notice of any Board meeting at which assessments to be made against Unit Owners are to be considered shall so state and shall also set forth the nature of the assessment. Prior to such meeting notice of the subject matter to be voted on will be provided to the members.

3.7 **Adjournment.** Any meeting may be adjourned or continued by a majority of the votes present at the meeting in person or by proxy, regardless of a quorum, or if no Member entitled to vote is present at a meeting, then any officer of the Master Association may adjourn the meeting from time to time. If any meeting is adjourned or continued to another time or place, it shall not be necessary to give any notice of the adjourned meeting, if the time and place to which the meeting is adjourned are announced at the meeting at which the adjournment is taken, and any business may be transacted at the adjourned meeting that might have been transacted at

the original meeting. If the time and place to which the meeting is adjourned are announced at the meeting at which the adjournment is taken, notice of the adjourned meeting may be given to Members not present at the original meeting, without giving notice to the Members which are present at such meeting.

3.8 Organization. At each meeting of the Members, the President, Vice President, or any person chosen by a majority of the Members present, in that order, shall act as chairman of the meeting. The Secretary, or in his absence or inability to act, any person appointed by the chairman of the meeting shall act as Secretary of the meeting.

3.9 Order of Business. The order of business at the annual meeting of the Members shall be:

- 3.9.1** Determination of Chairman of the meeting;
- 3.9.2** Calling of the role and certifying of proxies;
- 3.9.3** Proof of notice of meeting or waiver of notice;
- 3.9.4** Reading and disposal of any unapproved minutes;
- 3.9.5** Election of inspectors of election;
- 3.9.6** Determination of number of Directors;
- 3.9.7** Nomination and election of Directors;
- 3.9.8** Reports of Directors, officers or Committees;
- 3.9.9** Unfinished business;
- 3.9.10** New business; and
- 3.9.11** Adjournment.

3.10 Minutes. The Master Association shall retain the minutes of all meetings for a period of not less than seven (7) years.

3.11 Actions Without a Meeting. Any action required or permitted to be taken at any annual or special meeting of the Members of the Master Association, may be taken without a meeting, if allowed by law, without prior notice, and without a vote if a consent in writing, setting forth the action so taken, shall be signed by the Members having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all Members entitled to vote thereon were present and voted. Within ten (10) days after

obtaining such authorization by written consent, notice shall be given to those Members who have not consented in writing. The notice shall fairly summarize the material features of the authorized action. As to an Association Member, such consent may be signed by the Representative or by the President of the Association Member.

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

4.1 Powers. The Board shall, subject to the limitations and reservations set forth in the Declaration and Articles, have the powers reasonably necessary to manage, operate, maintain and discharge the duties of Association, including, but not limited to, the power to cause Association to do the following:

(A) General. Exercise all powers, duties and authority vested in or delegated to Association by law and in these Amended and Restated Bylaws, the Articles, and the Amended and Restated Declaration, including, without limitation: adopt budgets; levy Assessments; levy fines against Units for violations of the governing documents, including Rules & Regulations, Irrigation Policy, and Architectural Review Board (ARB) standards; enforce obligations of the Unit Owners; allocate profits and expenses and do anything and everything necessary and proper for the sound management of the Master Association; make repairs to or alteration of the Association Property and restore Association Property after damage or destruction by fire or other casualty event; obtain and review insurance for Association Property and other insurance required by the Declaration; impose a fee in connection with the approval of the Transfer of Sale or rental of unit.

(B) Rules and Regulations. Adopt, publish, promulgate and enforce rules and regulations governing the use of Summerwind by the Members, tenants and their guests and invitees, and to establish penalties and/or fines for the infraction thereof subject only to the requirements of the Florida Statutes, if any.

(C) Enforcement. Suspend the right of use of the Common Areas (other than for vehicular and pedestrian ingress and egress and for utilities) of a Member during any period in which such Member shall be in default in the payment of any Assessment or charge levied, or collected, by Association.

(D) Declare Vacancies. Declare the office of a member of the Board to be vacant in the event such Board Member shall be absent from three (3) consecutive regular Board meetings and without being otherwise excused for said absences.

(E) Hire Employees. Employ, on behalf of Association, managers, independent contractors, or such other employees as it deems necessary, to prescribe their duties and delegate to such manager, contractor, etc., any or all of the duties and functions of Association and/or its officers.

(F) Common Areas. Acquire, sell, operate, lease, manage and otherwise trade and deal with property, real and personal, including the Common Areas, as provided in the Declaration, and with any other matters involving Association or its Members, on behalf of Association or the discharge of its duties, as may be necessary or convenient for the operation and management of Association and in accomplishing the purposes set forth in the Declaration.

(G) Granting of Interest. Grant licenses, easements, permits, leases, or privileges to any individual or entity, which affect Common Areas and to alter, add to, relocate or improve the Common Areas as provided in the Declaration.

(H) Financial Reports. Prepare all financial reports required by the Florida Statutes.

(I) Budget. The Board of Directors, at a duly noticed Board of Directors meeting each year, shall adopt a budget of general expenses for the next fiscal year. The budget must reflect the estimated revenues and expenses for that year and the estimated surplus or deficit at the end of the current year. The Association shall provide each member with a copy of the annual budget or written notice that a copy of the budget is available upon request at no charge to the member. The proposed budget shall be detailed and show the amounts budgeted by accounts and expense classifications.

(J) Perform all other acts not inconsistent with law or the governing documents and necessary for the proper functioning of the Master Association.

4.2 Number and Eligibility. The affairs of Association shall be managed by a Board consisting of five (5) persons. In order to be eligible for Board service, one must be a record title holder of a Unit or a spouse of a record title holder of a Unit and in good standing with the Master Association.

4.3 Term of Office. Directors shall be elected and shall serve for a term of one (1) year which will end upon final adjournment of the annual meeting in conjunction with which the Director's successor is to be elected.

4.4 Election or Appointment of Directors by Members. Election of Directors to be elected by the Members of the Master Association shall be conducted in the following manner.

4.4.1 Each of the five (5) Members or Member Associations as identified in Section 5.1 of the Amended and Restated Master Declaration shall be entitled to appoint one (1) Director to the Master Board.

4.5 Vacancies on the Board. Each of the five (5) Members or Member Associations shall be entitled to recall or replace their respective Directors.

4.6 Removal. A Director or officer charged by information or indictment with a felony theft or embezzlement offense involving the association's funds or property is removed from office. The board shall fill the vacancy according to general law until the end of the period of the suspension or the end of the director's term of office, whichever occurs first. However, if the charges are resolved without a finding of guilt or without acceptance of a plea of guilty or nolo contendere, the Director or officer shall be reinstated for any remainder of his or her term of office. Any Director which is appointed by a Member Association may remove, recall and replace that Member.

4.7 Organizational Meeting. An organizational meeting of a new Board of Directors shall be held within ten (10) days after the election of new Directors at such place and time as may be fixed by the new Directors at the meeting when they were elected.

4.8 Regular Meetings. Regular meetings of the Board shall be held on a schedule adopted by the Board from time to time. Meetings shall be held at such place and hour as may be fixed, from time to time, by resolution of the Board.

4.9 Special Meetings. Special meetings of the Board shall be held when called by the President, or by any two (2) Directors. Each Director shall be given not less than forty-eight (48) hours' notice except in the event of an emergency. Notice may be waived. Attendance shall be a waiver of notice. Telephone conference meetings are permitted.

4.10 All Meetings. All meetings of the Board shall be held in accordance with Roberts Rules of Order.

4.11 Waiver of Notice by Directors. Any Director may waive notice of a Board meeting before or after the meeting, and such waiver shall be deemed equivalent to the receipt of notice. Attendance at a meeting by any Director constitutes waiver of notice, unless that Director objects to the lack of notice at the beginning of the meeting.

4.12 Board Meetings; Notice to Members. A meeting of the Board of Directors occurs whenever a quorum of the Board gathers and conducts Master Association business. All meetings of the Board shall be open to all members, except as otherwise provided by law. Notice of all Board meetings shall be posted in a conspicuous place on the Master Association Common Areas at least forty-eight (48) hours in advance of a meeting, except in an emergency. An assessment may not be levied at a Board meeting unless the notice of the meeting includes a statement that assessments will be considered and the nature of such assessments. Any owner may tape-record or videotape meetings of the Board and meetings of the members. The Board may adopt reasonable rules governing the taping of meetings of the Board and the membership.

4.13 Quorum of Directors. 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, or in writing in lieu thereof, shall be action of the Board. Any Director has a right to participate in any meeting of the Board, or meeting of an executive or other committee, by means of a conference telephone call or similar communicative arrangement whereby all persons present can hear and speak to all other persons. Participation by such means shall be deemed equivalent to presence in person.

4.14 Vote Required. Except as otherwise required by law or the governing documents, the acts approved by a majority of the Directors present and voting at a duly called Board meeting at which a quorum exists shall constitute the acts of the Board of Directors.

4.15 Presumption of Assent. A Director who is present at a meeting of the Board shall be deemed to have voted in favor of the point of view that prevails on any question, unless he voted against such action or abstained from voting because of an asserted conflict of interest. The vote of each Director on each matter considered, including abstention because of an asserted conflict of interest, must be recorded in the minutes of the meeting.

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

4.17 Presiding Officer. The President of the Master Association, or in his absence, the Vice-President, shall be the presiding officer at all meetings of the Board of Directors. If neither is present, the presiding officer shall be selected by majority vote of those present.

4.18 Compensation of Directors and Officers. Unless otherwise provided under Florida law, or approved in advance by a majority of the members of the Association, neither Directors nor officers shall receive compensation for their services as such. Directors and officers may not solicit, offer to accept, or accept any good or service of value for which consideration has not been provided for his or her benefit or for the benefit of a member of his or her immediate family from any person providing or proposing to provide goods or services to the Master Association. Directors may not also be employees of the Master Association. Directors and officers may be compensated for all actual and proper out-of-pocket expenses relating to the proper discharge of their respective duties. Notwithstanding the foregoing, the Board, by a majority vote of the Board and excluding any Board Member who is personally interested in said decision, may contract with and hire an existing Board Member to provide services to the Master Association with compensation for said services.

4.19 Emergencies. In the event of an emergency involving immediate danger of injury or death to any person or damage to property, if a meeting of the Board cannot be immediately convened to determine a course of action, the President or, in his absence, any other

officer or director, shall be authorized to take such action on behalf of Association as shall be reasonably required to appropriately respond to the emergency situation, including the expenditure of Association funds in the minimum amount as may be reasonably required under the circumstances. The authority of officers to act in accordance herewith shall remain in effect until the first to occur of the resolution of the emergency situation or a meeting of the Board convened to act in response thereto.

4.20 Emergency Powers. In the event of an "emergency" as defined in Paragraph 4.18(G) below, the Board of Directors of the Master Association may exercise the emergency powers as described in this Section, and any other emergency powers authorized by Sections 617.0207, and 617.0303, Florida Statutes, as amended from time to time.

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

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

(C) During any emergency the Board may hold meetings with notice given only to those Directors with whom it is practicable to communicate, and the notice may be given in any practical manner, including publication or radio. The Director or Directors in attendance at such a meeting shall constitute a quorum.

(D) Corporate action taken in good faith during an emergency under this Section to further the ordinary affairs of the Master Association shall bind the Master Association; and shall have the rebuttable presumption of being reasonable and necessary.

(E) Any officer, Director or employee of the Master Association acting with a reasonable belief that his actions are lawful in accordance with these emergency Bylaws shall incur no liability for doing so, except in the case of willful misconduct.

(F) The provisions of these emergency Bylaws shall supersede any inconsistent or contrary provisions of the Bylaws during the period of the emergency.

(G) For purposes of this Section, an "emergency" exists only during a period of time that the Neighborhood, or the immediate geographic area in which the Neighborhood is located, is subjected to:

- (1) a state of emergency declared by law enforcement authorities;
- (2) a hurricane warning;

(3) a partial or complete evacuation order;

(4) designation by federal or state government as a "disaster area;" or

(5) a catastrophic occurrence, whether natural or man-made, which seriously damages or threatens serious damage to the Neighborhood, such as an earthquake, tidal wave, fire, hurricane, tornado, war, civil unrest, or acts of terrorism.

4.21 Committee Meetings. The provisions of this Section 4 governing the calling and holding of Board meetings shall also apply to the meetings of any committee or other similar body when a final decision will be made regarding the expenditure of association funds, and meetings of anybody vested with the power to approve or disapprove architectural decisions with respect to a specific parcel.

5. OFFICERS.

5.1 Officers and Elections. The executive officers of the Master Association shall be a President, and one or more Vice-Presidents, who must be Directors of the Master Association, as well as a Treasurer and a Secretary, all of whom shall be elected annually by majority vote of the Board of Directors. Any officer may be removed, with or without cause, by vote of a majority of all Directors at any meeting. Any person except the President may hold two or more offices. The Board of Directors shall, from time to time, appoint such other officers, and designate their powers and duties, as the Board shall find to be required to manage the affairs of the Master Association. If the Board so determines, there may be more than one Vice-President. The officers may delegate their duties and responsibilities.

5.2 President. The President shall preside at all meetings of Association and Board, sign all leases, mortgages, deeds and other written instruments and perform such other duties as may be required by the Board. The President shall be a member of the Board.

5.3 Vice President. The Vice President shall act in the place and stead of the President in the event of the absence, inability or refusal to act of the President, and perform such other duties as may be required by the Board.

5.4 Secretary. The Secretary shall record the votes and keep the Minutes of all meetings and proceedings of Association and the Board; keep the corporate seal of Association and affix it on all papers required to be sealed; serve notice of meetings of the Board and of Association; keep appropriate current records showing the names of the Members of Association together with their addresses; and perform such other duties as required by the Board.

5.5 Treasurer. The Treasurer shall cause to be received and deposited in appropriate bank accounts all monies of Association and shall disburse such funds as directed by the Board;

sign, or cause to be signed, all checks, and promissory notes of Association; cause to be kept proper books of account and accounting records required pursuant to the provisions of Section 720.303 of the Florida Statutes; cause to be prepared in accordance with generally accepted accounting principles all financial reports required by the Florida Statutes; and perform such other duties as required by the Board.

6. ARCHITECTURAL REVIEW BOARD. The ARB provided for in Section 9 of the Declaration shall be selected, and conduct its affairs as provided in this Section.

6.1 Members; Qualification. The Architectural Review Board, hereinafter the "ARB," shall be composed of at least three (3) persons. The Board shall appoint the members of the ARB. Unless the Board has formally appointed members of the ARB, the Board shall also serve as the ARB. Whenever possible and practical, one of the committee members should be an architect, general contractor, or other person with professional expertise in building, landscaping, or architectural design.

6.2 Selection; Terms. The members of the ARB shall be appointed by the Board of Directors to serve terms of one year beginning in March of each year. If a mid-term vacancy occurs for any reason, the Board shall appoint a successor to fill the unexpired term.

6.3 Compensation. If approved by the Board of Directors, any or all members of the ARB may be reimbursed for the expenses related to their services. ARB members shall serve without compensation.

6.4 Meetings. The ARB shall meet on a timely basis as applications are received, and otherwise at the call of the Chairman as necessary, to carry out its duties and functions. The ARB shall evaluate applications and make recommendations to the Master Board of Directors. The ARB shall not have the final decision making authority on any application. The ARB shall meet with the same formalities and notice requirements as required for Board meetings, unless otherwise permitted by law. Written notice of meetings shall be provided in the same manner as Board of Director meetings are required to be noticed, and any Owner wishing to appear before the ARB may do so. Special meetings may be called as needed by the Chairman.

6.5 Procedures, Voting. A majority of the members of the ARB present in person at any duly called meeting shall constitute a quorum. All questions shall be decided by a majority of the entire committee. Where a question involves proposed changes to a Unit owned by a member of the ARB, that member shall be disqualified from participation in the proceedings, and his place shall be taken by the then President of the Master Association. All decisions will be in writing will state the reasons for disapproval or approval in the written instrument. Minutes of all meetings of the ARB shall be kept in a business-like manner, and shall be available at reasonable times for inspection or photocopying by any owner. Copies of the plans and specifications for all approved changes and construction shall be kept for at least five (5) years.

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

7.1 **Depository.** The Master Association shall maintain its accounts in federally insured accounts at financial institutions doing business in the State of Florida as may 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 Master Association funds in interest-bearing accounts, money market funds, certificates of deposit, U.S. Government securities, and other similar investment vehicles, provided they are federally insured, or backed by the full faith and credit of the United States.

7.2 **Budget.** The Board of Directors shall, at a November meeting each year, adopt a budget of general expenses for the next fiscal year. The budget must reflect the estimated revenues and expenses for that year. The budget must set out separately all fees or charges for recreational amenities. The Master Association shall provide each member with a copy of the annual budget or a written notice that a copy of the budget is available upon request at no charge to the member. The proposed budget shall be detailed and shall show the amounts budgeted by accounts and expense classifications.

7.3 **Reserves.** The Board may establish in the budgets one or more reserve accounts for contingencies, operating expenses, repairs, improvements, capital expenditures or deferred maintenance. The purpose of the reserves is to provide financial stability and to avoid the need for special assessments. The amounts proposed to be so reserved shall be shown in the proposed annual budgets each year. These funds may be spent only for purposes for which they were reserved, unless another use is approved by unanimous consent of the entire Board.

7.4 **Fidelity Bonds.** The Treasurer, and all other officers who are authorized to sign checks, and all Directors, agents and employees of the Master Association handling or responsible for Master Association funds, shall be bonded in an amount to cover the maximum funds that will be in custody of the association or its management agent at any given time unless this requirement is waived by a majority of the voting interests present at a properly called meeting of the Association. The premiums on such bonds shall be paid by the Master Association.

7.5 **Accounts and Accounting Procedures.** The financial and accounting records of the Master Association must be kept according to good accounting practices. All financial and accounting records must be maintained for a period of at least seven (7) years. The financial and accounting records must include:

(A) Accurate, itemized, and detailed records of all receipts and expenditures.

(B) A current account and a period statement of the account for each member, designating the name and current address of each member who is obligated to pay assessments,

the due date and amount of each assessment or other charge against the member, the date and amount of each payment on the account, and the balance due.

(C) All tax returns, financial statements, and financial reports of the Master Association.

(D) Any other records that identify, measure, record or communicate financial information.

7.6 Financial Reporting. The Master Association shall prepare an annual financial report within sixty (60) days after the close of the fiscal year. The Master Association shall, within ten (10) business days after the report is prepared, provide each member with a copy of the report, or a written notice that a copy of the financial report is available upon request at no charge to the member. The financial report must consist of either:

(A) Financial statements presented in conformity with generally accepted accounting principles; or

(B) A financial report of actual receipts and expenditures, cash basis, which report must show:

(1) The amount of receipts and expenditures by classification; and

(2) The beginning and ending cash balances of the Master Association.

7.7 Audits. A formal certified audit of the accounts of the Master Association, if required by law, or by a majority of the voting interests, or by a majority of the Board of Directors, shall be made by an independent certified public accountant, and a copy of the audit report shall be available on request to each member.

7.8 Application of Payments and Commingling of Funds. All monies collected by the Master Association may be commingled, for investment purposes only, in a single fund, or divided into two or more funds, as determined by the Board of Directors. The books and records of the Master Association shall be kept in conformity to generally accepted accounting principles, and the audit and accounting guide for Common Interest Realty Associations of the American Institute of Certified Public Accountants. All payments on account by an Owner shall be applied as to interest, delinquencies, costs and attorney's fees, other charges, and annual or special assessments, in such manner and amounts as the Board of Directors may determine, or as may be required by law.

7.9 Fiscal Year. The fiscal year for the Master Association shall begin on the first day of January and shall continue until December 31st of the next ensuing calendar year. The Board of Directors may change to a different fiscal year in accordance with the provisions and regulations from time to time prescribed in the Internal Revenue Code of the United States.

7.10 Payment of Assessments. Annual assessments based on the adopted budgets shall be payable and received by the Master Association's management company on the first (1st) day of each month or quarter, but not later than the tenth (10th) day of each month or quarter. Assessments may be paid electronically, if so coordinated with the management company. Written notice of the annual assessment shall be sent to all owners at least thirty (30) days prior to the due date. Failure to send or receive such notice shall not, however, excuse the obligation to pay. By resolution, the Board may establish the place for payment, the method of payment, and a late payment fee. The Board of Directors may have the discretion to waive late payment fees, but only in the event of death, documented hospitalization, or mental health issues which preclude or impair a member's ability to timely pay assessments.

7.10 Special Assessments. Special assessments may be imposed by the Board of Directors whenever necessary to meet unbudgeted, emergency, or non-recurring expenses, or for such other purposes as are authorized by the Declaration or these Bylaws. Special assessments are due on the day specified in the resolution of the Board approving such assessment. The notice of any special assessment must contain a statement of the purpose(s) of the assessment, and the funds collected must be spent for the stated purpose(s) or returned to the Members in a manner consistent with law.

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

8.1 Proposal. Amendments to these Bylaws may be proposed either by a resolution approved by a majority of the whole Board of Directors, or by a petition to the Board signed by the voting representatives of at least twenty-five percent (25%) of the voting interests of the Master Association. Once so proposed, the amendments shall be submitted to a vote of the Members at a meeting no later than the next annual meeting for which notice can still properly be given.

8.2 Vote Required. Except as otherwise provided by law, or by specific provision of the Governing Documents, a proposed amendment to these Bylaws shall be adopted if it is approved by the Representatives or Voting Representatives who represent at least two-thirds (2/3rds) of the constituent Condominium Units situated within Summerwind, i.e., at least one hundred and twelve (112) constituent votes.

8.3 Certificate; Recording. A copy of each approved amendment shall be attached to a certificate reciting that the amendment was duly adopted, which certificate shall be executed by the President or Vice-President of the Master Association with the formalities of a deed. The amendment shall be effective when the certificate and copy of the amendment are recorded in the Public Records of the County. The certificate must identify the book and page of the Public Records where the Declaration was originally recorded. Within thirty (30) days after recording

an amendment to the Bylaws, the Master Association shall provide copies of the amendment to the members.

9. MISCELLANEOUS.

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

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

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

9.4 Florida Statutes. Whenever these By-Laws refer to the Florida Statutes, it shall be deemed to refer to the Florida Statutes as they exist on the date these By-Laws are recorded except to the extent provided otherwise as to any particular provision of the Florida Statutes.

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