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**SECOND AMENDMENT TO THE SECOND AMENDED AND RESTATED  
ARTICLES OF INCORPORATION  
OF  
QUAIL WEST FOUNDATION, INC.**

THIS SECOND AMENDMENT TO THE SECOND AMENDED AND RESTATED ARTICLES OF INCORPORATION FOR QUAIL WEST FOUNDATION, INC. (this "Second Amendment") is entered into and made effective this 1st day of October, 2009, by Quail West Development Company, LLC, a Florida limited liability company, f/k/a QW 2009 INVESTORS, LLC, a Florida limited liability company, (the "Declarant"), pursuant to Section 11.1 of the Second Amended and Restated Articles of Quail West Foundation, Inc. (the "Articles"), as amended by the First Amendment to the Second Amended and Restated Articles of Incorporation of Quail West Foundation, Inc. (the "First Amendment"). Capitalized terms used in this Second Amendment shall have the same meanings ascribed to such terms in the Articles, as may have been amended, unless the context otherwise requires and states.

**RECITALS**

WHEREAS, the Foundation is the entity responsible for the operation, management, and maintenance of the Common Areas and Facilities of Quail West, created pursuant to that certain Amended and Restated Declaration and General Protective Covenants for Quail West, dated November 30, 2005 and recorded on December 1, 2005 at O.R. Book 3939, Page 2754, *et seq.*, in the Public Records of Collier County, Florida (the "Original Collier Declaration"), as amended by that certain Amendment to the Amended and Restated Declaration and General Protective Covenants for Quail West dated March 7, 2006 and recorded at Official Records Book 3993, Page 2983 of the Public Records of Collier County, Florida (the "First Collier Declaration Amendment"), as further amended by that certain Second Amendment to the Amended and Restated Declaration and General Protective Covenants for Quail West dated September 13, 2006 and recorded at Official Records Book 4108, Page 0911 of the Public Records of Collier County, Florida (the "Second Collier Declaration Amendment"), as further amended by that certain Third Amendment to the Amended and Restated Declaration and General Protective Covenants for Quail West dated October 27, 2006 and recorded at Official Records Book 4129, Page 3725 of the Public Records of Collier County, Florida (the "Third Collier Declaration Amendment"), as further amended by that certain Fourth Amendment to the Amended and Restated Declaration and General Protective Covenants for Quail West dated March 12, 2007 and recorded at Official Records Book 4208, Page 1330 of the Public Records of Collier County, Florida (the "Fourth Collier Declaration Amendment"), as further amended by that certain Fifth

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Amendment to the Amended and Restated Declaration and General Protective Covenants for Quail West dated February 1, 2008 and recorded at Official Records Book 4354, Page 3362 of the Public Records of Collier County, Florida (the "Fifth Collier Declaration Amendment"), as further amended by that certain Sixth Amendment to the Amended and Restated Declaration and General Protective Covenants for Quail West dated February 1, 2008 and recorded at Official Records Book 4354, Page 3367 of the Public Records of Collier County, Florida (the "Sixth Collier Declaration Amendment"), as further amended by that certain Seventh Amendment to the Amended and Restated Declaration and General Protective Covenants for Quail West dated December 11, 2008 and recorded at Official Records Book 4414, Page 1909 of the Public Records of Collier County, Florida (the "Seventh Collier Declaration Amendment") (the First Collier Declaration Amendment, the Second Collier Declaration Amendment, the Third Collier Declaration Amendment, the Fourth Collier Declaration Amendment, the Fifth Collier Declaration Amendment, the Sixth Collier Declaration Amendment, and the Seventh Collier Declaration Amendment shall herein collectively be referred to as the "Collier Declaration") and that certain Amended and Restated Declaration and General Protective Covenants for Quail West dated November 30, 2005 and recorded at Document Number 2005000146327 in the Public Records of Lee County, Florida (the "Original Lee Declaration"), as amended by that certain Amendment to the Amended and Restated Declaration and General Protective Covenants for Quail West dated March 7, 2006 and recorded at Document Number 2006000096580 of the Public Records of Lee County, Florida (the "First Lee Declaration Amendment"), as further amended by that certain Second Amendment to the Amended and Restated Declaration and General Protective Covenants for Quail West dated September 13, 2006 and recorded at Document Number 2006000362811 of the Public Records of Lee County, Florida (the "Second Lee Declaration Amendment"), as further amended by that certain Third Amendment to the Amended and Restated Declaration and General Protective Covenants for Quail West dated October 27, 2006 and recorded at Document Number 2006000413702 of the Public Records of Lee County, Florida (the "Third Lee Declaration Amendment"), as further amended by that certain Fourth Amendment to the Amended and Restated Declaration and General Protective Covenants for Quail West dated March 12, 2007 and recorded at Document Number 2007000109069 of the Public Records of Lee County, Florida (the "Fourth Lee Declaration Amendment"), as further amended by that certain Fifth Amendment to the Amended and Restated Declaration and General Protective Covenants for Quail West dated February 1, 2008 and recorded at Document Number 2008000113399 of the Public Records of Lee County, Florida (the "Fifth Lee Declaration Amendment"), as further amended by that certain Sixth Amendment to the Amended and Restated Declaration and General Protective Covenants for Quail West dated February 1, 2008 and recorded at Document Number 2008000113400 of the Public Records of Lee County, Florida (the "Sixth Lee Declaration Amendment"), as further amended by that certain Seventh Amendment to the Amended and Restated Declaration and General Protective Covenants for Quail West dated December 11, 2008 and recorded at Document Number 2008000332162 of the Public Records of Lee County, Florida (the "Seventh Lee Declaration Amendment") (the First Lee Declaration Amendment, the Second Lee Declaration Amendment, the Third Lee Declaration Amendment, the Fourth Lee Declaration Amendment, the Fifth Lee Declaration Amendment, the Sixth Lee Declaration Amendment, and the Seventh Lee Declaration Amendment shall herein collectively be referred to as the "Lee Declaration") (the Lee Declaration and the Collier Declaration shall hereinafter be referred to collectively as the "Declaration");

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WHEREAS, the Declarant desires to amend certain sections of the Articles; and

WHEREAS, the Declarant has the right and authority to unilaterally amend the Articles pursuant to Section 11.1 of the Articles.

NOW THEREFORE, the Declarant hereby amends the Articles, as previously amended, as follows:

**NOTE:** New language is double underlined; language being deleted is ~~struck through~~.

18. Recitals. The above recitals are true and correct and are incorporated herein by this reference.

19. Article 4, Section (vii) of the Articles shall be amended as follows:

(vii) To fix, levy, collect and enforce any Assessment, dues or other fees or charges for facility use or otherwise, including, but not limited to, the imposition of minimum use charges for food and beverage in order to provide appropriate member use and support of the Club Facilities in accordance with Article 9.3(a) of the Declaration and as authorized by the Founding Documents for the purpose of obtaining funds from its Members to pay for the operational expenses of the Foundation and costs of collection and to use and expend the proceeds of any such Assessments in the exercise of its powers and duties hereunder.

3. Article 5, Section 5.1 of the Articles shall be amended as follows:

5.1 Voting Rights. The Foundation shall have the following seven (7) classes of Voting Membership: Class A, Class B, Class C, Class D, Class E, Class Q, (subject to Section 5.1 (e) of these Articles and the terms, conditions and provisions of the Founding Documents) and Founders. The Foundation shall have the following five (5) classes of Nonvoting Membership: ~~Class N~~, House, Social, Interim, Annual, and Honorary. Declarant reserves the right to amend the Founding Documents and to create and define such additional classes of Membership as Declarant, in its sole discretion, may elect. Any Member owning a Voting Membership shall be referred to as a "Voting Member", and any Member owning a Nonvoting Membership shall be referred to as a "Nonvoting Member".

4. Article 5, Section 5.1(b) of the Articles shall be amended as follows:

(b) Class B Membership. The Class B Member shall be Declarant, and shall be the sole voting Member of the Foundation (except for the right of the Members to vote to elect non-Declarant representative Board members) until the occurrence of either of the following events ("Turnover"): (i) Thirty (30) days after the date upon which ninety percent (90%) of the Lots in the Development have been sold to ~~third-party purchasers other than~~ Declarant, or (ii) Declarant delivers to the Foundation written notice that Declarant irrevocably terminates and cancels its Class B Membership. In the event of termination by Declarant as set forth in (ii) above, Declarant shall become a convertible Class Q Class A Member as to each Lot owned by Declarant (which Lots shall have a ~~Full-Gulf Membership~~ convertible Class Q Full

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Facility Membership which shall run with each Lot) and shall be entitled to Class A Q Membership privileges as set forth in the Declaration.

5. Article 5, Section 5.1(h) of the Articles shall be amended as follows:

(h) Interim Membership. All current Interim Memberships shall terminate on December 31, 2005. Beginning January 1, 2006 ~~and until Turnover~~, Declarant ~~and the Board~~ reserve the right to offer an Interim Membership to potential purchasers of Lots. An Interim Membership shall only be provided to a potential purchaser of a Lot and shall terminate upon the earlier of (i) the closing ~~on~~ such Lot or (ii) the early termination of the purchase contract for such Lot in the event the closing of the Lot does not occur. Each Interim Member shall pay a Membership Fee and dues in an amount to be determined by the Board. An Interim Member shall have all of the rights, privileges and obligations to use the Country Club Facility to the extent designated by the Declarant (up to the rights granted to a Full Golf Member), for a period to be designated by the Declarant, in its sole discretion, including the obligations to pay individual expenses incurred. No Interim Member shall have the right to sell, assign, or otherwise transfer any of its rights and privileges as an Interim Member. An Interim Member is not a Voting Member of the Foundation and accordingly has no voting rights.

6. The first paragraph of Article 5, Section 5.1(j) of the Articles shall be amended as follows:

(j) Class O Full Facility Membership and House Membership (formerly known as Class N Membership/Sports Membership). The Class N Membership ~~and the Sports Memberships~~ shall no longer be offered. Any Class N Membership ~~or Sports Membership~~ existing on the date of the recording of this Amendment shall be converted to a Sports House Membership. A House Membership shall include the Class O Full Facility Membership (also referred to as Class O-H) and shall have the same rights of a Class N Membership ~~or Sports Membership~~ then existing, including the following:

- (i) A Sports Class O Full Facility Member, House Member, Class N Member, and Sports Member shall have full use of the Country Club Facility except for use of the Golf Facility; provided, however, ~~a Sports these~~ Members shall be entitled to full use of the Golf Facility from May 16 through October 15th of each year. ~~A Sports These~~ Members shall be required to pay any cart fees applicable for play during this period.
- (ii) The Golf Facility will not be available to Sports Class O Full Facility Members, House Members, Class N Members and Sports Members from October 16th through May 15th. During such period, ~~a Sports These~~ Members may only use the Golf Facility as a guest of a Full Golf Member if all appropriate guest fees are charged to the host Full Golf Member's club account.
- (iii) The Sports Class O Full Facility Member, House Member, Class N Member and Sports Member shall not be entitled to a refund of its

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Membership Fee but shall be entitled to apply the amount paid for its Membership Fee towards the conversion to and acquisition of Full Golf Membership, in accordance with the terms and conditions set forth herein, if such Membership is available.

(iv) The Sports Class O Full Facility Member and those who were House Members and Class N/Sports Members prior to the date of this Amendment and End Users as defined herein, shall also be responsible for paying annual dues in the amount and manner as established by the Board. Notwithstanding the foregoing, the dues, fees and assessments allocable to Class O Full Facility Membership owned by Declarant/Master Developer shall be limited to the maximum amount of Assessments due from Declarant/Master Developer, as provided in the Declaration.

(v) The Class O Full Facility Membership shall only be available to Master Developer Lot Owners in Quail West (referred to as Class O-H). All other House Members, Class N Members, and Sports Members shall be House Members (referred to as Class H Members).

7. Article 5, Section 5.1(k) of the Articles shall be amended as follows:

(k) Social House Membership. The Social House Membership shall be available only to owners and non-Owners, as determined by the Board. A Social House Member shall be entitled to full use of the Country Club Facility except for the Golf Facility; provided, however, a Social House Member may use the Golf Facility as a guest of a Full Golf Member if all appropriate guest fees are charged to the host Full Golf Member's club account. The Social House Member shall be required to pay a Membership Fee, annual dues and special Assessments in the amount and manner as established by the Board for Social House-Members. The Social Membership shall be offered at the discretion of the Board and shall be NonVoting.

8. Article 5, Section 5.1(l) of the Articles shall be amended as follows:

(l) Suspension and Revocation of Membership Rights. No Member shall have any vested right or privilege in the functions or affairs of the Foundation or the Country Club Facility after such Member's Membership cease or while such Membership is not in good standing. A Member shall be considered "not in good standing" during any period of time in which it is delinquent in the payment of any Assessment, or Membership Fee or other dues or charges of the Country Club Facility, or in violation of any provision of the Declaration, or of the Rules and Regulations. While not in good standing, a Member shall not be entitled to vote or use the Country Club Facilities, or exercise any other rights or privileges of a Member of the Foundation. The Foundation may suspend the voting rights of a Member for non-payment of assessments or other charges or fees that are delinquent in excess of ninety (90) days. In addition to the foregoing, in the event that an owner of a Membership (unless such Membership is appurtenant to a Lot) fails to pay any Assessment, or Membership Fee or other dues or charges

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for a period of one hundred eighty (180) days, such Member's Membership may be revoked in accordance with the provisions hereof:

- (i) Prior to the Revocation of a Membership, the Board of Directors, or its delegate shall serve the Member with written notice which shall provide: (1) the nature of the violation, (2) the fact that the Board has decided to consider revocation of the Membership, (3) a period of not less than fourteen (14) days within which the alleged violator may present written request for a hearing, and (4) a statement that the revocation shall become effective unless a hearing is requested or, unless such Member pays all past due Assessments, or Membership Fees or other dues or charges of any type levied by the Foundation within thirty (30) days.
- (ii) If a hearing is requested within the allotted fourteen (14) day period, the revocation shall be stayed pending the hearing, which shall be held before the Board of Directors or a committee appointed by the Board, comprised of at least three (3) members (the "Appeals Committee"). The Board or the Appeals Committee shall set the date, time and place of the hearing which shall be held within twenty (20) days of the receipt of the notice requesting the hearing. Hearings shall be informal and shall provide the Member with an opportunity to explain or resolve the issue. The Foundation shall not be required to provide evidence or testimony at the hearing.
- (iii) Following the presentation of testimony and evidence, the Board or the Appeals Committee shall decide, by a vote of a majority of the Board or Appeals Committee members present whether to revoke such Membership or take another action with regard to the membership. The decision of the Board or the Appeals Committee shall be final and such Member shall not have the right to reinstate a revoked Membership in the future.
- (iv) A Member whose Membership has been revoked shall not be entitled to any refund or reimbursement for any sums paid to acquire or maintain the Membership. In the event the Foundation resells the Membership, the Foundation shall be solely entitled to the proceeds of such sale.

9. Article 5, Section 5.1(m) of the Articles shall be amended as follows:

(m) Voting. The right to vote on matters relating to the Foundation and/or the Country Club Facility is determined by the class of Membership a Member holds. Members who are eligible to vote, were in good standing, and who's membership has not been suspended or revoked may vote on matters as follows:

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Matters Relating to the Foundation and the Country Club Facility	Matters Relating to the Foundation only	Matters Relating to the Country Club Facility only
1. Class A 2. Class B 3. Class Q Full Facility	1. Class D	1. Class C 2. Founders 3. Class E

Prior to Turnover, Declarant shall have sole voting control of the Foundation and no Member shall be entitled to vote on any matters except for the Members right to vote to elect non-Declarant representative Board members. Prior to Turnover, the Board of Directors shall be composed of nine (9) members. Within ninety (90) days after Turnover, the number of members of the Board shall be reduced from nine (9) members to seven (7) members, and the Foundation shall hold an election and in which Membership shall elect the non-Declarant representative Board of Directors and officers of the Foundation and shall then assume control of the Foundation, provided, however, the member-elected Board Members at Turnover shall be allowed to fulfill their remaining terms of office.

Following Turnover, until ninety five percent (95%) of the Master Developer Lots in the Development have been sold to End Users, Declarant Master Developer shall have the right to designate four (4) three (3) members of the 9 seven-member Board for so long ninety percent (90%) of the Lots in the Development have been sold to third party (non-Declarant) purchasers. Further, ninety (90) days after the date upon which ninety-five percent (95%) of the Master Developer Lots in the Development have been sold to third party (non-Declarant) purchasers End Users, the Declarant Master Developer shall retain the right to designate two (2) total members of the 9 seven-member Board and the Membership shall elect seven (7) five (5) members of the 9 seven-member Board. Finally, ninety (90) days after the date upon which one-hundred ninety-seven percent (100 97%) of the Master Developer Lots in the Development have been sold to third party (non-Declarant) purchasers End Users, the Declarant Master Developer shall relinquish all rights to designate members of the Board and the Membership shall elect nine (9) all seven (7) members of the 9 seven-member Board.

After Turnover, each Voting Member shall be entitled to one (1) vote for each Lot owned or each Membership held by such Voting Member, as applicable. Thus, a lot owner who also has a Country Club Facility Membership shall have only one (1) vote for both the Lot owned and the Membership, regardless of whether the membership is appurtenant or non-appurtenant. However, where such Voting Member owns more than one (1) Lot, such owner shall have one (1) vote per Lot owned. When more than one (1) Person holds an interest in any Lot or Membership, as applicable, such Persons shall decide among themselves and advise the Foundation, in writing, which Person shall be designated as the sole Member, and only such designated Person shall qualify for Membership or continuation of Membership.

In no event shall more than one (1) vote be cast with respect to any one Voting Membership.

Notwithstanding anything to the contrary contained in this Article 5, for so long as Declarant holds a Class B Membership, no Member (other than Declarant) shall be allowed to vote on any Foundation or Country Club Facility matters except for the right of the



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Members to vote to elect non-Declarant representative Board members. After Turnover, each class of voting Member shall be allowed to vote as provided in this Article 5.

Further, notwithstanding anything to the contrary contained in this Section 5.1, in addition to and subject to any other voting rights provided in this Section 5.1, an Owner of a Lot shall have the right to vote on matters relating to the Foundation and shall be considered a Voting Member for purposes hereunder.

10. Article 6, Section 6.1(c) of the Articles shall be amended as follows:

(c) Membership Fees. As set forth in the Declaration, the Declarant Master Developer shall have the sole right to determine the Membership Fees for all Memberships until Turnover ninety five percent (95%) of all Master Developer Lots are sold to End Users. After Turnover which, the Membership Fees for Memberships shall be determined by the Board. Notwithstanding the foregoing, the Membership Fees for Memberships sold by Declarant/Master Developer shall be paid directly to the Master Developer.

11. Article 6, Section 6.1(d) of the Articles shall be amended as follows:

(d) Termination. Except for a Full Golf Membership which is appurtenant to and runs with a Full Golf Designated Lot or a House Membership which is appurtenant to and runs with a House Designated Lot, or an Annual Membership, any Member may terminate its Membership upon surrender of such Membership to the Foundation. Notwithstanding the foregoing, a Member who acquires a Lot after March 31, 2009, and who desires to terminate its Membership must purchase one of the Available Lot Owner Memberships. Upon resignation and election of a new level of Membership from the Available Lot Owner Memberships, the terminating Lot Owner member shall pay all assessments, fees and membership dues applicable to the new Membership. All terminated Memberships shall be added to a resign list for that class of Membership consisting of resigned Memberships ("Resign List"). The Foundation shall repurchase such Membership only if, and at such time as, the Foundation admits a new Member to the same Membership class the resigning Member. However, Class A (which includes Class Q-A) and Class C Memberships shall be sold from the same Resign List. The Foundation shall not be obligated to repurchase a terminated Membership until a successor Member has been admitted and has paid in full the Membership Fee currently being charged for the class of such Membership, such Membership Fee to be established in accordance with the terms of the Declaration. Accordingly, if a Member desires to sell and discontinue its Membership (the "Terminating Member") at a time when the number of such Memberships that are outstanding is less than the maximum number authorized by Declarant (prior to Turnover) or by the Board (after Turnover), the Membership shall be submitted to the Foundation to be held in escrow. While the Membership is held in escrow, the Terminating Member shall continue to pay all dues, Assessments and individual expenses relating to the Country Club Facility until the Membership is sold; provided, however, such Terminating Member shall only be required to pay all dues, Assessments and individual expenses relating to the Country Club Facility for twelve (12) months after the Membership is held in escrow and shall have the right to use the Country Club Facility, as designated by their respective Membership class, for so long as the Terminating Member continues to pay all dues, Assessments and individual expenses relating to the Country

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Club Facility. A terminated Membership will be placed on the Resign List and will be reissued on a first-resigned, first reissued basis as follows, unless the Member arranges for the subsequent purchaser of his or her Lot or Home to acquire his or her Membership: i) prior to the initial sale of all Memberships within a Membership category, every third Membership issued in that category (1 in 3) will be a terminated Membership from the Resign List, provided there is a terminated Membership on the Resign List; ii) after the initial sale of all Memberships within a Membership class, each Membership sold in that class will be a terminated Membership from the Resign List. When the Membership is resold, such Membership shall be released from escrow and the Foundation shall pay to the Terminating Member an amount equal to the Membership Fee currently being charged for such Terminating Member's class of Membership, less the Transfer Fee and less any amounts due and owing to the Foundation or the Declarant at the time such Membership is released from escrow. If a Terminating Member submits its Membership to the Foundation at a time when the total Membership stands at the maximum limit, such Membership shall be sold by the Foundation to an accepted and elected Member as provided herein except that the escrow provisions shall not apply. Notwithstanding the foregoing, if a Terminating Member is a Class A Member that is seller or transferring its Lot (a "Terminating Class A Member"), in accordance with the terms and conditions provided in the Declaration, such Terminating Class A Member shall have the right to either (i) terminate its Class A Membership pursuant to the terms and conditions of this paragraph or (ii) upon approval of the Foundation, transfer its Class A Membership to the purchaser of such Terminating Class A Member's Lot; provided, however, such Member shall pay to the Foundation concurrently with the closing of the purchase and sale of such Member's Lot (A) the Golf Membership Fee Difference and (B) the Transfer Fee. Notwithstanding anything to the contrary contained in this Section 6.1, a Member who holds a Full Golf Membership or a House Membership that runs with and is appurtenant to such Member's Lot shall not be allowed to terminate such Membership, unless agreed to in writing between the Member and the Board of the Foundation.

12. Article 6, Section 6.1(e) of the Articles shall be amended as follows:

(e) Repurchase and Transfer Fee. In the event a Membership is repurchased as provided herein (other than a Full Golf Membership which is appurtenant to and runs with a Full Golf Designated Lot or a House Membership which is appurtenant to and runs with a House Designated Lot), the Foundation shall pay to such Member an amount equal to the Membership Fee currently being charged for the class of Membership, less the Transfer Fee and less any amounts due and owing to the Foundation or the Declarant at the time such Membership is transferred. Upon the transfer of a Full Golf Membership which is appurtenant to and runs with a Full Golf Designated Lot, when such Lot is sold or transferred, the new Owner of such Lot shall pay to the Foundation (i) the Golf Membership Fee Difference and (ii) the Transfer Fee and any amounts due and owing to the Foundation or the Declarant prior to obtaining the Full Golf Membership which is appurtenant to and runs with a House Designated Lot, when such Lot is sold or transferred, the new Owner of such Lot shall pay to the Foundation (1) the House Membership Fee Difference and (2) the Transfer Fee and any amounts due and owing to the Foundation or the Declarant prior to obtaining the House Membership which runs with such Lot. Upon the repurchase of a Class E Membership, the Declarant shall pay to such Member an amount equal to ninety percent (90%) of the Membership Fee actually paid by the Class E Member for the Class E Membership. Any unpaid Transfer Fee shall be considered an unpaid

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payment due the Foundation and subject to the lien rights granted the Foundation for such unpaid amount pursuant to Article 9.5 hereof of the Declaration.

(i) There shall be no Transfer Fee charged by the Foundation on the transfer of a Master Developer owned Membership from the Master Developer to a Qualified Builder, Qualified Developer or End User. With respect to Master Developer Lots, the only Transfer Fees shall be charged on the transfer of a membership from an End User to a subsequent End User.

13. Article 6, Section 6.2 of the Articles shall be amended as follows:

6.2 Mandatory Membership. All Master Developer Lot Owners (excluding Declarant and Qualified Builders and Qualified Developers who acquire Master Developer Lots from Master Developer) Owners -- (excluding Declarant), and their successors-in-title, of a Full Golf Designated Lot, and who are approved for Membership, must acquire and maintain in good standing a Membership within one of the Available Lot Owner Membership categories Full Golf Membership for each such Full Golf Designated Lot owned. Notwithstanding anything to the contrary contained herein, an Owner of more than one (1) Full Golf Designated Lot, who combines the Full Golf Designated Lots in a manner acceptable to the Board and in the manner provided in this Section 6.2, so that only one (1) residence may be built thereon, shall be required to maintain only one (1) Full Golf Membership for the combined Full Golf Designated Lots and may resign the additional Full Golf Memberships. If the Owner of more than one (1) Full Golf Designated Lot enters into an agreement to combine Full Golf Designated Lots that is acceptable to the Board, such Owner shall not be required to acquire and maintain more than one (1) Full Golf Membership, provided such Owner complies with such agreement. The obligation of such Owner to pay for any resigned Full Golf Membership shall cease upon resignation of any such Full Golf Membership after the combination of any Full Golf Designated Lot in accordance with this Section 6.2. All Owners of non-Master Developer Lots may, but are not required to purchase a Membership within one of the Available Lot Membership categories. Once a Lot Owner purchases a Membership after March 31, 2009, said owner, and his or her successor in interest, shall be required to maintain its Membership at a level within the Available Lot Owner Membership categories.

14. Article 6, Section 6.3(b) of the Articles shall be amended as follows:

(b) Failure to Give Notice. If the Owner fails to provide Notice as required pursuant to Section 6.3(a), then any transfer of the Owner's Lot shall be null and void and the registered Owner shall not be relieved of its responsibility to pay any Assessment due and owing to the Foundation and shall remain, together with the transferee, jointly and severally liable for the payment of Assessments.

15. Article 7, Section 7.2 of the Articles shall be amended as follows:

7.2 Each member of the Board ("Director") must be a Class A (which includes Class O-A) Member, Class C Member (if permitted in the Declaration and subject to the limitations and restrictions set forth in Article 8.1(m) of the Declaration), or a Class D Member (or other

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Property Owner Class of Membership) and be at least eighteen (18) years of age; provided, however, any Director appointed by the Class B Member (or by the Master Developer following Turnover) need not be an Owner or a Member. Each member-elected Director must be an active Member in good standing, whose membership is not on the Resign List. A Director who resigns his or her Membership, pursuant to the requirements set forth in the Declaration, regardless of whether such Director continues to pay Assessments, dues and other charges, must, upon termination or resignation of the Membership, resign from the Board.

16. Article 7, Section 7.3 of the Articles shall be amended as follows:

7.3 The Board of Directors shall consist of the number provided by the Bylaws, but ~~not less than nine (9) and in the absence of such determination shall consist of nine (9).~~

17. Article 7, Section 7.4 of the Articles shall be amended as follows:

7.4 Until Turnover, the Class B Member and its successors and assigns shall have and hereby reserves the absolute right and authority to manage and control the Foundation and its affairs and decisions and the exclusive right to elect or appoint five (5) of the nine (9) Directors, the remaining four (4) Directors to be elected by the Members and each of which must be a Class A Member, Class C Member (if permitted in the Declaration and subject to the limitations and restrictions set forth in Article 8.1(m) of the Declaration), or a Class D Member (or other Property Owner Class of Membership). Prior to Turnover, the Board shall exercise all rights, powers and privileges that would otherwise be exercisable by the Members.

Following Turnover, the number of Directors shall be reduced from nine (9) to seven (7), and the Master Developer as well as its successors and assigns shall have and hereby reserves the absolute right and authority to initially elect or appoint three (3) of the seven (7) Directors, the remaining four (4) Directors to be elected by the Members and each of which must be a Class A Member, Class C Member (if permitted in the Declaration and subject to the limitations and restrictions set forth in Section 8.1(m) of the Declaration), or a Class D Member (or other Property Owner Class of Membership). Thereafter, Directors shall be elected and serve in accordance with the provisions of the Bylaws. Notwithstanding the foregoing, the member-elected Board Members at Turnover shall be allowed to fulfill their remaining terms of office.

The Class B Member may, at its option, at any time in writing, waive its right to control the Foundation and turn over control to the Members. ~~who shall hold an election and Members shall elect one (1) additional member to the Board and shall elect officers of the Foundation ("Officers") and shall then assume control of the Foundation; provided, however, Declarant shall have the right to designate four (4) members of the Board and shall have the right to substitute its Board members at any time Declarant should so elect. Within ninety (90) days after the date upon which ninety five percent (95%) of the Lots in the Development have been sold to third party (non-Declarant) purchasers, the Foundation shall hold an election and the Members shall elect two (2) additional members to the Board, at which point the Declarant shall retain the right to designate two (2) total members of the Board. Finally, within ninety (90) days after the date upon which one hundred percent (100%) of the Lots in the Development have been sold to third party (non-Declarant) purchasers, the Foundation shall hold an election and the Members shall~~

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~~elect two (2) additional members to the Board, at which point the Declarant shall have no right to designate members of the Board. Vacancies on the Board of Directors shall be filled in the manner provided by the Bylaws and Directors may be removed as provided for in the Bylaws.~~

18. Article 7, Section 7.7 of the Articles shall be amended as follows:

7.7 A majority of the Directors currently serving shall constitute a quorum. Except as otherwise specified herein ~~(such as where a Super Majority Vote is required)~~, the decision of a majority of the Directors present at a meeting at which a quorum is present shall be required and shall be sufficient to authorize any action on behalf of the Foundation. Each Director shall be entitled to one (1) vote on every matter presented to the Board of Directors. Notwithstanding the foregoing, for so long as Declarant is a Class B Member, it shall have the absolute right to amend any of the Founding Documents without any other Member's consent. Directors may participate in any meeting of the Board by any communication arrangement whereby all persons present can hear and speak to all other persons. Participation by such means shall be deemed equivalent to presence in person at a meeting.

19. Article 11, Section 11.1 of the Articles shall be amended as follows:

11.1 Until Turnover, Declarant, in its sole discretion, may modify, change or amend these Articles. Thereafter, amendments to these Articles shall be proposed by unanimous consent of the Board of Directors and adopted by two-thirds (2/3) of the Members of the Foundation who are eligible to vote, who are in good standing, and whose membership has not been suspended or revoked, (subject to the provisions of Article 8.1 (1) of the Declaration), who are voting in person or by proxy, at any annual or special meeting called for that purpose, provided that the full text of any proposed amendments shall be included in the notice of such annual or special meeting, and provided further that the voting requirements specified for any action under any provision of these Articles shall apply also to any amendment of such provisions, and no amendment shall be effective which is in contravention of the duties, responsibilities or obligations of the Foundation or the Members as provided in the Declaration.

20. Article 15 of the Articles shall be amended as follows:

The street address of the registered office of the Foundation is 31 Lupi Court, Suite 130, Palm Coast, Florida 32137 2530 Marketplace Road, Suite 301, Fort Myers, Florida 33912 and the registered agent of the Foundation at that address shall be Charles P. DeMartin William Price.

21. Except as expressly modified in this Second Amendment, the Articles, as amended by the First Amendment, shall remain in full force and effect.

22. By its execution, the Board certifies that this Second Amendment has been duly approved by the Board.

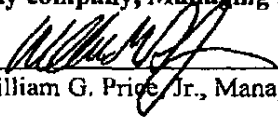
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23. This Second Amendment shall take effect upon filing with the Florida Department of State.

IN WITNESS WHEREOF, Declarant has caused these presents to be executed in its name and its seal to be affixed hereto as of the day and year first written above.

**Quail West Development Company, LLC, a Florida limited liability company, f/k/a QW 2009 INVESTORS, LLC, a Florida limited liability company**

**By: MGF Quail West, LLC, a Florida limited liability company, Managing Member**

By:   
William G. Price, Jr., Manager

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**CERTIFICATE OF AMENDMENT  
QUAIL WEST FOUNDATION, INC.  
ARTICLES OF INCORPORATION**

**THE UNDERSIGNED CERTIFIES** the attached Second Amendment to the Second Amended and Restated Articles of Incorporation of Quail West Foundation, Inc., was duly adopted by the Declarant, at a meeting called for that purpose on October 1, 2009.

**IN WITNESS WHEREOF**, the Declarant has affixed its hand this 1st day of October, 2009, in Lee County, Florida.

**Quail West Development Company, LLC, a Florida limited liability company, f/k/a QW 2009 INVESTORS, LLC, a Florida limited liability company**

**By: MGF Quail West, LLC, a Florida limited liability company, Managing Member**

By: [Signature]  
William G. Price, Jr., Manager

Witnesses:

[Signature]  
Print Name: \_\_\_\_\_

[Signature]  
Print Name: Maria L. Cecilli

STATE OF FLORIDA  
COUNTY OF Lee

The foregoing instrument was sworn to, subscribed and acknowledged before me this 1st day of October, 2009, by William G. Price, Jr., as Manager of MGF Quail West, LLC, a Florida limited liability company, as Managing Member of Quail West Development Company, LLC, a Florida limited liability company, on behalf of said company, who is [  ] personally known to me or [ ] who has produced \_\_\_\_\_ as identification.

[SEAL]

[Signature]  
Print Name: MARIA L. CECILLI  
Notary Public DD 659258  
My Commission Expires: 4/4/11

