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This instrument prepared by and after recording return to:

Leo J. Salvatori, Esq.
Salvatori, Wood & Buckel, Carmichael & Lottes
9132 Strada Place, 4th Floor
Naples, Florida 34108

**CERTIFICATE OF AMENDMENT AS TO
THIRD AMENDMENT TO THIRD AMENDED AND RESTATED ARTICLES OF
INCORPORATION OF QUAIL WEST FOUNDATION, INC.**
(a Florida not-for-profit corporation)

The undersigned, being duly elected President and Assistant Secretary of Quail West Foundation, Inc. (the "Foundation"), certify that at a duly called meeting of the members of the Foundation, by a vote of at least two-thirds (2/3) of the voting interests of the Foundation, the Third Amendment to Third Amended and Restated Articles of Incorporation of Quail West Foundation, Inc., be and the same are hereby amended as set forth in Exhibit "A" attached hereto and incorporated herein.

EXECUTED this 5th day of ~~January~~ ^{Feb}, 2016. (NJO)

(Corporate Seal)
QUAIL WEST FOUNDATION, INC., a Florida
not-for-profit corporation

By: Paul Pentz
Paul Pentz, as Vice President

ATTEST:
[Signature]
John Gardner, Assistant Secretary

STATE OF FLORIDA
COUNTY OF COLLIER

The foregoing was acknowledged before me this 5th day of ~~January~~ ^{Feb}, 2016, by Paul Pentz, as Vice President and John Gardner, as Assistant Secretary of the QUAIL WEST FOUNDATION, INC., a Florida not-for-profit corporation, Inc., who are personally known to me.



Nancy Openshaw
Notary Public

NANCY OPENSHAW
Typed/Printed Name of Notary
My Commission Expires: 8-13-19

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This instrument prepared by and after recording, return to:

Leo J. Salvatori, Esq.
Salvatori, Wood, Buckel, Carmichael & Lottes
9132 Strada Place, 4th Floor
Naples, Florida 34108

THIRD AMENDMENT TO THIRD AMENDED AND RESTATED ARTICLES OF INCORPORATION OF QUAIL WEST FOUNDATION, INC.
(a Florida Corporation not for profit)

THIS THIRD AMENDMENT TO THE THIRD AMENDED AND RESTATED ARTICLES OF INCORPORATION OF QUAIL WEST FOUNDATION, INC., (this "Third Amendment") is entered into and made effective this 5th day of Feb., 2016, by QUAIL WEST FOUNDATION, INC., a Florida corporation not for profit, hereby amends the Third Amended and Restated Articles of Incorporation of Quail West Foundation, Inc. (the "Articles"). Capitalized terms used in this Third Amendment shall have the same meanings ascribed to such terms in the Articles, as defined below, and as may have been amended, unless the context otherwise requires and states.

WITNESSETH

WHEREAS, the Quail West Foundation, Inc. (the "Foundation") is a Florida not-for-profit corporation organized for the purpose of managing and operating Quail West, as defined below;

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 the Second Amended and Restated Declaration and General Protective Covenants for Quail West, recorded in Lee County at Instrument No. 2010000099111, on April 20, 2010, and in Collier County at Official Record Book No. 4558, Page 1473, on April 21, 2010, as amended.

NOW, THEREFORE, by vote of the Members of the Foundation that took place on 1/21/16, wherein sufficient votes were cast approving of this Amendment to the Third Amended and Restated Articles of Incorporation of Quail West Foundation, Inc., as previously amended, was amended as set forth below, using ~~striketrough~~ text to indicate deleted language and double-underlined text to indicate new language. Capitalized terms shall be defined as set forth in the Bylaws and Declaration.

- 1. Section 5.1(m) of the Articles is hereby amended to read as follows:

5.1(m) Yoting. 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, who are in good standing, and whose membership ~~has-is~~ not been suspended, Dormant or revoked, may vote on matters as follows:

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Matters Relating to the Foundation and/or Country Club Facility	Matters Relating to the Foundation only	Matters Relating to the Country Club Facility Only
Class A Class Q-A Class Q-H Class H	Class D	Class C Class H-N Class C-N 1.

~~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 in which Membership shall elect the non Declarant representative Board of Directors 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.~~

~~As long as the Master Developer owns at least 16 Lots in the Development have been sold to End Users, Master Developer shall have the right to designate three (3) members of the Board. Further, ninety (90) days after the date upon which ninety five percent (95%) of the Master Developer owns fewer than 16 Lots but more than 10 Lots in the Development have been sold to End Users, the Master Developer shall retain the right to designate two (2) total members of the seven Board and the Membership shall elect the remaining five members of the seven Board. Finally, ninety (90) days after the date upon which ninety seven percent (97%) of the Master Developer owns fewer than 10 Lots in the Development have been sold to End Users, the Master Developer shall relinquish all rights to designate members of the Board and the Membership shall elect all members of the seven Board.~~

The Board of Directors shall have no fewer than seven (7) members, and no more than nine (9) members. The Board of Directors currently has seven (7) members. The number of Board Members shall be as determined by a Super Majority Vote of the Board of Directors. If the number of Board Members is increased at any time other than at the time of the Annual Meeting, the Board shall have the right to appoint a member to fill said newly created seat(s) for a term or terms ending at the next Annual Meeting. The Board of Directors shall only be entitled to decrease the size of the Board incident to a death, resignation or expiration of a term of a Board Member.

~~After Turnover, except as set forth herein, 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. Notwithstanding the foregoing, however, House Members who are also Owners shall have only 1/3rd of one (1) vote for each House Membership, and shall only be entitled to vote on matters~~

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~~pertaining to the Country Club Facility that do not entail its golfing operations, all as reasonably determined by the Board, regardless of whether the membership is appurtenant or not appurtenant to a Lot. However, where such Voting Member owns more than one (1) Lot, such owner shall have one (1) vote per Lot owned. Notwithstanding the foregoing, any vote held on matters related to the golf courses shall be limited to Golf Members. 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 anyone 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 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, n~~ 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.

2. Section 6.1(c) of the Articles is hereby amended to read as follows

(c) Membership Fees. As set forth in the Declaration, the Master Developer shall have the sole right to determine the Membership Fee for all Memberships until ~~ninety five percent (95%) of all Master Developer Lots are sold to End Users such time as Master Developer owns fewer than 16 Master Developer Lots in the Development.~~ After which, the Membership Fee for Memberships shall be determined by the Board. Notwithstanding the foregoing, the Membership Fee for Memberships sold by the Master Developer shall be paid directly to the Master Developer.

3. Section 7.4 of the Articles is hereby amended to read 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), Class Q (if permitted in the Declaration and subject to the provisions and limitations of Section 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,~~

Directors to be elected by the Members must be a Class A Member, Class C Member (if

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permitted in the Declaration and subject to the limitations and restrictions set forth in Section 8.1 (m) of the Declaration), Class Q-A or Q-H (if permitted in the Declaration and subject to the provisions and limitations of Section 8.1 (m) of the Declaration, Class H or a Class D Member (or other Property Owner Class of Membership). ~~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.~~

- 4. In all other respects, said Articles, as previously amended, shall remain unchanged and of full force and effect.

IN WITNESS WHEREOF, Quail West Foundation, Inc., a Florida not-for-profit corporation, has caused this 3rd Amendment to Third Amended and Restated Articles of Incorporation to be signed by its duly authorized officer, this 5th day of February 2016.

Signed, sealed and delivered
in our presence

Michael Witz
Witness #1 (print name below)
Michael Witz

Dalene Pedersen
Witness #2 (print name below)
Dalene Pedersen

(Corporate Seal)
QUAIL WEST FOUNDATION, INC., a not-for-profit corporation

By: Paul Pentz
Paul Pentz, as Vice President

ATTEST:
By: John Gardner
John Gardner, as Assistant Secretary

STATE OF FLORIDA
COUNTY OF COLLIER

The foregoing instrument was sworn to and subscribed before me this 5th day of Feb. 2016, by Paul Pentz, as Vice President, and John Gardner, as Assistant Secretary, of QUAIL WEST FOUNDATION, INC., a Florida not-for-profit corporation, who is personally known to me.



Nancy Openshaw
Signature of Notary Public

NANCY OPENSHAW
Name of Notary Printed, Typed or Stamped
My Commission Expires: 8-13-19