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**BECKER &
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Sarah E. Spector, Esq.
Phone: (239) 433-7707 Fax: (239) 433-5933
sspector@bplegal.com

Six Mile Corporate Park
12140 Carissa Commerce Court, Suite 200
Fort Myers, Florida 33966

4001 Tamiami Trail North, Suite 410
Naples, Florida 34103

July 19, 2016

Florida Department of State
Division of Corporations
Corporate Filings
Post Office Box 6327
Tallahassee, FL 32314

Re: Harbour Isle Yacht & Racquet Club Master Association, Inc.

To Whom It May Concern:

Enclosed please find Corrective Articles of Amendment to the Second Amended and Restated Articles of Incorporation for the above-referenced Corporation along with check number 27917 in the amount of \$35.00 to cover the cost of filing.

Please return a copy of the filed document to my attention. An extra copy of the document is enclosed herewith for your use.

Thank you for your attention to this matter.

Very truly yours,



Sarah E. Spector
For the Firm

SES/sdi
Enclosures (as stated)
ACTIVE: 8763866_1

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**ARTICLES OF AMENDMENT
TO
SECOND AMENDED AND RESTATED
ARTICLES OF INCORPORATION**

**The purpose of these Articles of Amendment is to correct the language in Article III in those Articles of Amendment which were filed with the Secretary of State on May 23, 2006. There was an error in retyping the original provisions of Article III.*

Pursuant to the provision of Section 617, Florida Statutes, the undersigned corporation adopts the following Articles of Amendment to its Second Amended and Restated Articles of Incorporation.

FIRST: The name of the corporation is Harbour Isle Yacht & Racquet Club Master Association, Inc.

SECOND: The attached amendments to the Second Amended and Restated Articles of Incorporation were adopted by the membership.

THIRD: The attached amendments to the Second Amended and Restated Articles of Incorporation were adopted by the required vote, at a duly noticed meeting of the members on the 31st day of March 2005.

FOURTH: The number of votes cast were sufficient for approval.

[Signatures on following page.]

2016 JUL 25 AM 11:12

WITNESSES:
(TWO)

[Signature]
Signature
Jessica Bauer
Printed Name

[Signature]
Signature
Tammy L. Church
Printed Name

STATE OF Florida)
) SS:
COUNTY OF Lee)

HARBOUR ISLE YACHT & RACQUET
CLUB MASTER ASSOCIATION, INC.

BY: [Signature]
James Darby, President
Date: 7-12-16

ATTEST: [Signature]
Lynn Mallory, Secretary
Date: 7-12-16

(CORPORATE SEAL)

The foregoing instrument was acknowledged before me this 12th day of July
2016 by James Darby as President of Harbour Isle Yacht & Racquet Club Master Association, Inc.,
a Florida Corporation, on behalf of the corporation. He is personally known to me or has produced
(type of identification) Known as identification and
did take an oath.



CYNTHIA J. SPRENGER
MY COMMISSION # FF 122505
EXPIRES: July 11, 2018
Bonded Thru Budget Notary Services

Cynthia J. Sprenger
Notary Public
Cynthia J. Sprenger
Printed Name

My commission expires: 7-11-18

Article III, Second Amended and Restated Articles of Incorporation

ARTICLE III

The purpose for which the Master Association is organized is to perform all duties necessary for the operation, management, maintenance, care, protection, preservation and improvement of the property of the Master Association and the common elements of the various Condominium and/or Homeowners Association Common Areas which the Master Association is authorized operate, manage, or maintain and common elements of the Master Association with the right to borrow money only when proceeds from special assessments is pledged for repayment, now and in the future included within the real property located in Fort Myers, Lee

County, Florida, operated by the following governing associations: Harbour Isle Yacht & Racquet Club Condominium Association Section I, Inc.; Harbour Isle Yacht & Racquet Club Condominium Association Section II, Inc.; Harbour Isle Yacht & Racquet Club Condominium Association Section III, Inc.; Harbour Isle Yacht & Racquet Club Condominium Association Section IV, Inc.; Harbour Isle Yacht & Racquet Club Condominium Association Section V, Inc.; Harbour Isle Yacht & Racquet Club Condominium Association Section VI, Inc.; Harbour Isle Yacht & Racquet Club Condominium Association Section VII, Inc.; Harbour Isle Estates Homeowner's Association, Inc.; and the Ports of Iona Condominium Association, Inc. In the performance of these duties, it is the goal of the Master Association to promote the health, safety and welfare of the Unit Owners, Home Owners and residents of Harbour Isle Yacht & Racquet Club Condominium, Section I; Harbour Isle Yacht & Racquet Club Condominium, Section II; Harbour Isle Yacht & Racquet Club Condominium, Section III; Harbour Isle Yacht & Racquet Club Condominium, Section IV; Harbour Isle Yacht & Racquet Club Condominium, Section V; Harbour Isle Yacht & Racquet Club Condominium, Section VI; Harbour Isle Each & Racquet Club Condominium, Section VII; Harbour Isle Estates; and the Ports of Iona Condominium No. 1 by, among other things, providing for the acquisition, construction, management, use, maintenance, improvement and care of all real and personal property owned by the Master Association and made available for the benefit of all its members. In furtherance of this general purpose, but without limitation to the power of the Master Association, the Master Association shall have the power to:

- A. Acquire, own, sell or otherwise deal with real and personal property;
- B. Establish rules and regulations for the Master Association and enforce same by any lawful means as provided in the By-Laws;
- C. Contract for services to provide for the operation and maintenance of the Master Association property, in the event that the Master Association elects to employ a maintenance company or other service company;
- D. Sue and be sued;
- E. Operate and maintain the storm water management system as provided by the South Florida Water Management District, including but not limited to, all lakes, retention areas, culverts and related appurtenances;
- F. Undertake and perform anything required by these Articles, the By-Laws, Rules and Regulations, or any necessary act to effectuate the purposes for which the Master Association was organized.
- G. Enter into an agreement with Ports of Iona Condominium Association, Inc. which will provide for Master Association membership to unit owners within Ports of Iona Condominium No. 1 ("Ports of Iona" or "Ports"). In connection with said agreement, the Master Association, through the Board of Directors, shall have the authority to enter into agreements regarding maintenance of Ports of Iona Condominium property and granting Ports of Iona unit owners use right with respect to Master Association property and facilities maintained or administered

by the Master Association. Without limiting the foregoing, it is specifically contemplated that the agreement between the Master Association and the Ports of Iona Condominium Association, Inc., will involve the Master Association accepting the maintenance responsibility for certain properties within the Ports of Iona boundaries (such as the tennis courts) which will be available for use by Master Association members, or the allocation of maintenance responsibilities for items which Ports of Iona unit owners will be also paying to maintain within Harbour Isles, such as seawalls.

In addition to the foregoing powers, the Master Association shall have the authority to administer and maintain all roadways, gatehouse, canals, irrigation main supply lines and related mechanical equipment, maintenance buildings, and declared Master common recreation areas lying within the several Condominium Sections and those parts of the Ports of Iona Condominium and Harbour Isle Estates as described herein at HARBOUR ISLE YACHT AND RACQUET CLUB. Specifically, the administration and maintenance responsibility shall include, but not be limited to, the following:

A. Roadways:

1. Maintaining, repairing and replacing roadways, medians, street drains, curbing and street signage within the several Condominium Sections in Harbour Isle Yacht & Racquet, the Ports of Iona Condominium and the Harbour Isle Estates, excluding any parking lots or driveways with the several Condominium Sections, the Ports of Iona and the Harbour Isle Estates;
2. Maintaining, repairing and replacing lighting along said roadways for which the Master Association is responsible for maintaining; which includes Anglers Cove, Maya Lane, Portside Drive, Ports of Iona Drive and Harbour Isle Drive;
3. Maintaining, repairing and replacing community entry gates, specifically located at the entries of Portside Drive, Ports of Iona Drive and Harbour Isle Drive, perimeter walls specifically located parallel to Iona Road, fencing specifically located on the West and East side of the entry on Portside Drive and Harbour Isle Drive; landscaping on all perimeter boundaries of the Harbour Isle Community, including all cul-de-sac circles; the portion of land on the lot at the eastern corner of Maya Lane and Portside Drive, and the portion of land on Harbour Isle Drive between the roadway and the canal behind the 200 and 300 Buildings of Section 1; unless modified by agreement with the individual associations.
4. Promulgating and enforcing rules and regulations regarding use of the foregoing for which the Master Association is responsible for maintaining.

B. Canals:

1. Maintaining all storm drains from the catch basin to the outflow; all freshwater canal bottoms within the several Condominium Sections at the Harbour Isle Yacht & Racquet Club, Harbour Isle Estates and Ports of Iona Condominium including periodic dredging as needed;
2. Maintaining water quality and quantity within the canals;
3. Maintenance, repair and replacement of walkway lights;
4. Maintaining repairing, and replacing only the structural integrity of the freshwater seawalls bordering said canals including the seawall bounding the Ports of Iona Condominium Dock Basin and if the sub-associations does not keep the areas back-filled, the sub-association will be responsible for a broken seawall;
5. Material alteration, improvements and additions to the freshwater wood walks or other structures (excluding the boat basins in the Harbour Isle Estates must have Master Association approval in advance;
6. Promulgating and enforcing rules and regulations regarding use of the foregoing.

C. Irrigation, Surface Water Management and Maintenance Building:

1. Maintaining, repairing, and replacing the irrigation equipment including pumps, wells, main supply piping, motors, timers, and valves (excluding sprinkler heads and piping from the main supply lines to the sprinkler heads in all Condominium Sections, the Harbour Isle Estates and the Ports of Iona Condominium Association, also timers in only the Harbour Isle Estates serving only the individual lots), within the several Condominium Sections, Harbour Isle Estates and the Ports of Iona Condominium Association; unless modified by agreement with the individual associations.
2. Maintaining and repairing the Section III retention pond including the aerators and surrounding landscaping.
3. Maintaining, repairing, and replacing all existing maintenance buildings and maintenance facilities which have approved by the Harbour Isle Master Association, including the fire pump building and restrooms located near the Marina;
4. Promulgating and enforcing rules and regulations regarding use of the foregoing for which the Master Association is responsible for maintaining.

D. Common Recreational Areas:

1. Maintaining, repairing, and replacing the wooden walkways adjacent to the canals including footbridges which traverse the canal, except the Master Association shall only be responsible for the maintenance and repair (not replacement) of the concrete walkway bridge that runs from the Ports of Iona Condominium swimming pool to the Ports of Iona Condominium tennis courts;
2. Maintaining, repairing, and replacing the Master Association swimming pool and spa (except for the swimming pools located at Ports of Iona Condominium, Section III and individually owned by Members), tennis courts, adjacent decking, sidewalks, outbuildings and mechanical equipment servicing such facilities;
3. Maintaining, repairing, and replacing all concrete sidewalks which are leading to or border the saltwater marina and the concrete walkway next to Lot No. 14 of the Estates, and
4. Maintaining, repairing, and replacing the facilities located upon Harbour Island; including the fishing pier and "A" dock bridge and
5. Promulgating and enforcing rules and regulations regarding use of the foregoing.

E. Saltwater Marina:

1. Providing seventy-five percent (75%) of the costs and expenses required for the maintenance, repair, and replacement for:
 - (A) The dock commonly known as "A-Dock" (main walkway only) which provides a means of egress and ingress to Harbour Island;
 - (B) The boat slips commonly known as slips A-1, A-2, A-3, B-1 and B-2 within the Marina Boat Basin.
2. Providing one hundred percent (100%) of the costs and expenses required for the maintenance, repair and replacement of the fish cleaning station and for only the structural integrity of the saltwater seawalls, specifically excluding sink holes, recessed depressions of the ground and/or earth located behind the saltwater seawalls which is the responsibility of the individual associations.

Any responsibility not described above shall be the responsibility of the various Condominium Section Associations in Harbour Isle Yacht & Racquet Club, the Marina Association, Harbour Isle Estates Homeowner's Association or the Ports of Iona Condominium Association. Specifically excluded is the responsibility for the docks within the Ports of Iona Condominium Dock Basin, which shall be the operation, maintenance, repair and replacement responsibility of Ports of Iona Condominium Association, Inc. Additionally, a cross-use and maintenance Agreement between the Master Association and the Ports of Iona Condominium Association,

recorded in Official Records Books 4106, Pages 3931-3936 of the Public Records of Lee County, Florida sets forth with additional specificity the maintenance responsibility of the Master Association for areas and facilities located within the Ports of Iona Condominium.

F. Saltwater Marina Facilities and Harbour Island: Harbour Isle Marina is available for the benefit of those who purchase licenses for the use of the boat slips by separate License Agreement. The property comprising the marina has been conveyed from the Developer to the Harbour Isle Yacht & Racquet Club Marina Association, Inc., a Florida no-for-profit corporation (the "Marina Association") which has been formed for the purposes of administering and maintaining the Marina. All purchasers of saltwater boat slips shall automatically become members of the Marina Association and shall be subject to separate fees and assessments of that association. The Marina Association is subject to a separate set of governing documents concerning the use of the Marina. The use of the Marina by Master Association Members who are not Marina Association Members shall be subject to the Rules and Regulations of the Marina Association.

The area known as "Harbour Island" as shown on the surveyor's plat, including all amenities thereon, is part of the Master Association property and shall be available for the use of all Master Association Members. Master Association Members shall have use of an easement on the main "A" dock to access Harbour Island but shall not have an easement to any dock or finger pier except as provided for the designated holding slips A-1, A-2, A-3, B-1 and B-2. The Marina parking area, the boat lift, the marina washrooms, and the fire pump house (also known as the North Recreation Area) are on property owned and maintained by the Master Association and are subject to the Rules and Regulations of the Master Association.

G. Freshwater Canals. Freshwater canals exist within the Condominium Sections at Harbour Isle Yacht & Racquet Club, Harbour Isle Estates and the Ports of Iona Condominium. These canals are bordered in part, by wooden walkways. The Master Association shall have the authority to assign a total of forty-three (43) boat slips for exclusive use by Unit Owners in Sections III, IV, V, VI and VII plus four (4) Parcel Owners of the Estates, when said Parcel Owners are certified by the Estates Association by Parcel Owners without a freshwater slip within the Estate's Association's slip assignment program and only so long as such certification remains valid under the Documents and Certification of the Estate Association. All boat slip assignments by the Master Association are on a "first come, first serve, use it or lose it" basis. Such assignment shall be evidence by a "Boat Slip Assignment Agreement" signed by the individual Master Member to which the boat slip is assigned and an authorized representative of the Master Association. The Master Association shall have the authority to promulgate Rules and Regulations for the use of the canal and assignment of boat slips, which shall be set forth in the aforementioned Assignment Agreement. A Master Association Member who has been assigned a boat slip shall have the exclusive right to use such boat slip for as long as he or she shall be a record Member of the Harbour Isle Yacht and Racquet Master Association or until such other time as may be set forth within the Assignment Agreement. Assignments are not transferable to subsequent owner and do not become an appurtenant to the living unit or parcel.

The following is the number and location of freshwater slips designated by the several Sections of the Harbour Isle Yacht & Racquet Club and the Ports of Iona that compromises the

forty-three (43) freshwater slips that may be assigned by the Master Association. All freshwater slips shall be thirty-five (35) linear feet in length:

Section I shall designate twelve (12) freshwater slips for assignment to the Master Association excluding those slips bordering the Estates Lots 1 through 6 and Lots 14 and 15.

Section II shall designate four (4) freshwater slips for assignment to the Master Association.

Section III shall designate two (2) freshwater slips for assignment to the Master Association.

Section IV shall designate no freshwater slips since it does not boarder the freshwater Canal.

Section V shall designate four (4) freshwater slips for assignment to the Master Association.

Section VI shall designate four (4) freshwater slips for assignment to the Master Association.

Section VII shall designate four (4) freshwater slips for assignment to the Master Association.

Ports of Iona shall designate eight (8) freshwater slips for assignment to the Master Association.

Harbour Isle Estates shall designate no freshwater slips for assignment to the Master Association.

Master Association shall designate five (5) freshwater slips adjacent to the Fitness Center swimming pool area.

The Section I Condominium Association shall have the authority to assign 38 boat slips within the freshwater canal within its legal description. The Section II Condominium Association shall have the authority to assign all the freshwater slips located behind and in between its eleven (11) units within its legal description.

Easements are granted to the Master Association across the Condominium Property for access to the freshwater wood walkways and otherwise as necessary to effectuate this provision.

ACTIVE: 8477273_1