

AMENDED ARTICLES OF INCORPORATION

SOMERSET AT WINDSTAR HOMEOWNERS ASSOCIATION, INC.

(A corporation Not for Profit)

These Amended Articles of Incorporation shall supersede any prior articles adopted by Somerset at Windstar Homeowners Association, Inc. The undersigned hereby associate themselves for the purpose of operating a corporation not for profit under the provisions of Chapter 617 Florida Statutes, and certify as follows:

ARTICLE I
NAME OF CORPORATION

The name of this corporation shall be:

SOMERSET AT WINDSTAR HOMEOWNERS ASSOCIATION, INC.,
hereinafter in these Articles referred to as the "Association".

ARTICLE II
DURATION

The Association shall have perpetual existence.

ARTICLE III
PURPOSE

The purpose for which the Association is organized is to provide an entity to operate SOMERSET AT WINDSTAR, a residential community within the planned multi-stage residential community known as "WINDSTAR". The Association is organized and shall exist on a non-stock basis as a corporation not for profit under the laws of the State of Florida.

ARTICLE IV
POWERS

The Association shall have all of the powers and duties reasonably necessary to operate SOMERSET AT WINDSTAR pursuant to the governing documents and shall include the following:

- A. To make and collect assessments against members to defray the costs, expenses, and losses of the Association.
- B. To use the proceeds of assessments in exercise of its powers and duties.

C. To maintain, repair, and replace the common areas of "SOMERSET AT WINDSTAR" for which obligation to maintain and repair has been delegated to the Association in the governing documents.

D. To oversee and control the routine periodic maintenance of landscaping and plantings in "SOMERSET AT WINDSTAR" whether located on common areas or private residential parcels, the costs of which to be borne as a common expense as further provided in the amended Declaration of Protective Covenants, Conditions and Restrictions. The Association shall also oversee and require the performance of necessary and non-routine maintenance of the exterior of all residential parcels and dwellings located in "SOMERSET AT WINDSTAR", the costs of which to be borne by the responsible parcel owner, as further provided in the amended Declaration of Protective Covenants, Conditions and Restrictions.

E. To purchase and maintain such policies of insurance for the protection of the Association and its members or as set forth in the amended Declaration of Restrictions applicable to "SOMERSET AT WINDSTAR", or as may be deemed necessary or desirable by the Board of Directors of the Association.

F. To supervise and control the specifications, architecture, design, appearance, elevation and location of all buildings, structures and improvements of any type, including dwelling units, walls, fences, driveways and pavements, antenna, grading, drainage, disposal systems and all other structures constructed, placed or permitted to remain in "SOMERSET AT WINDSTAR", as well as the alteration, improvement, addition, or changes thereof, including the landscaping surrounding the same, as further provided in the Amended Declaration and architectural review guidelines as may be adopted by the Association's Board of Directors from time to time.

G. To reconstruct improvements after casualty and to make further improvements to Association property.

H. To provide such services as may be deemed necessary or desirable by the Board of Directors of the Association and to acquire the capital improvements and equipment related thereto.

I. To carry out all of the duties and obligations assigned to it under the terms of the Amended Declaration Protective Covenants, Conditions and Restrictions applicable to "SOMERSET AT WINDSTAR" or the master Declaration of Covenants, Conditions, and Restrictions for the greater WINDSTAR community.

J. To employ personnel to perform the management and maintenance and Association property of "SOMERSET AT WINDSTAR".

K. To purchase, accept, lease or otherwise acquire title to, and to hold, mortgage, rent, sell or otherwise dispose of, any and all real or personal property related to the purposes or activities of the Association; to make, enter into, perform and carry out contracts of every kind and nature with any person, firm, corporation or association; and to do any and all

other acts necessary or expedient for carrying on any and all of the activities of the Association and pursuing any and all of the objects and purpose set forth in these Articles of Incorporation and not forbidden by the laws of the State of Florida.

L. To pay all taxes and other charges or assessments, if any, levied against property owned, leased or used by the Association.

M. To enforce by any and all lawful means the provisions of these Amended Articles of Incorporation, the Amended Bylaws of the Association which may be hereafter adopted, the terms and provisions of the aforesaid Amended Declaration of Covenants, Conditions and Restrictions and any rules and regulations adopted by the Board of Directors, as applicable to "SOMERSET AT WINDSTAR".

N. The Association shall have all of the common law and statutory powers of a corporation not for profit which are not in conflict with the terms of these Amended Articles.

O. To make, amend and enforce reasonable rules and regulations as set forth in the Amended Declaration of Protective Covenants, Conditions and Restrictions.

P. To grant, modify or move any easement.

Q. To sue and be sued.

ARTICLE V
MEMBERS

A. The members of this Association shall consist of all of the record owners of Unit 1 through 51 (there being no unit 13) of "SOMERSET AT WINDSTAR".

B. Change of membership in the Association shall be established by the recording in the Public Records of Collier County, Florida, of a deed or other instrument establishing a record title to a unit in "SOMERSET AT WINDSTAR" and the delivery to the Association of a certified copy of such instrument, the owner designated by such instrument thereby becoming a member of the Association and a written designation of the primary occupants. The membership of the prior owner shall be thereby terminated. Termination of membership does not release any former member from liability or obligation incurred during the period of his/her membership.

C. The share of a member in the funds and assets of the Association cannot be assigned, hypothecated, or transferred in any manner except as an appurtenance to the respective unit.

D. The owners of each unit, collectively, shall be entitled to one (1) vote in Association matters, as further provided in the Amended Bylaws.

ARTICLE VI
VOTING

A. Subject to the restrictions and limitations hereinafter set forth, each member shall be entitled to one vote for each unit in which he holds a fee simple ownership. When more than one person holds such interest in any one unit, all such persons shall be members and the vote attributable to such unit shall be cast as such co-owners shall determine, but in no event shall more than one vote be cast nor shall such vote be divided. Except where otherwise required under the provisions of these Amended Articles, the Amended Declaration of Protective Covenants, Conditions and Restrictions for "SOMERSET AT WINDSTAR", the Amended Bylaws of the Association, or by law, the affirmative vote of a majority of interests at any meeting of the members duly called and at which a quorum is present, shall be binding upon the members.

ARTICLE VII
DIRECTORS

A. The affairs of the Association will be managed by a Board consisting of five (5) directors.

B. The directors of the Association shall be elected at the annual meeting of the members in the manner determined by the Amended Bylaws. Directors may be removed and vacancies on the Board of Directors shall be filled in the manner provided by the Amended Bylaws.

C. The names and addresses of the five (5) members of the Board of Directors who shall hold office until their successors are elected and have qualified, or until removed as provided in the Amended Bylaws are as follows:

NAME

ADDRESS

George Nolin	2153 Paget Circle, Naples, FL 34112
Barbara Mitchell	2152 Paget Circle, Naples, FL 34112
Thomas Melvin	2102 Paget Circle, Naples, FL 34112
Richard Owen	2161 Paget Circle, Naples, FL 34112
Philip Powell	2188 Paget Circle, Naples, FL 34112

ARTICLE VIII
OFFICERS

A. The affairs of the Association shall be administered by officers elected by the Board of Directors at its first meeting following the annual meeting of the members of the Association, which officers shall serve at the pleasure of the Board of Directors. The names of

the officers who shall serve until their successors are designated by the Board of Directors as follows:

President	George Nolin
Vice President	Barbara Mitchell
Sec/Treasurer	Thomas Melvin

ARTICLE IX INDEMNIFICATION

Every director and every officer of the Association shall be indemnified by the Association against all expenses and liabilities, including counsel fees, reasonably incurred by or imposed upon him in connection with any proceeding to which he may be a party, or in which he may become involved by reason of his being or having been a director or officer of the corporation, or any settlement thereof, whether or not he is a director or officer at the time such expenses are incurred, except in such cases wherein the director or officer is adjudged guilty of material and willful misfeasance or malfeasance in the performance of his duties (1) violation of criminal law unless reasonable to believe action was lawful and (2) derived improper personal benefit; provided that, in the event of a settlement, the indemnification herein shall apply only when the Board of Directors approves such settlement and reimbursement as being in the best interests of the Association. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such director or officer may be entitled.

ARTICLE X BY LAWS

A. The adopted Amended Bylaws of the Association of even date herewith may be altered, amended or rescinded in a manner provided by the Bylaws.

ARTICLE XI AMENDMENTS

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

A. Proposal. Amendments to these Articles may be proposed by a majority of the Board or by a written petition to the Board, signed by at least one-fourth (1/4th) of the voting interests of the Association.

B. Procedure. Upon any amendment to these Articles being proposed by said Board or members, such proposed amendment shall be submitted to a vote of the members not later than the next annual meeting for which proper notice can be given.

C. Vote Required. A proposed amendment shall be adopted if it is approved by a majority of the voting interests, at any annual or special meeting called for the purpose.

D. Effective Date. An amendment shall become effective upon filing with the Secretary of State and recording a Certificate of Amendment in the Public Records of Collier County, Florida, with the formalities required for the execution of a deed.

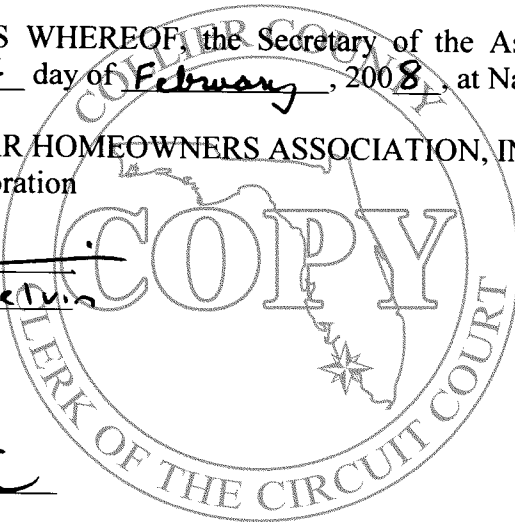
ARTICLE XII
REGISTERED OFFICE AND AGENT

The street address of the registered office of the corporation shall be located at Peck & Peck, Suite 103, Wachovia Bank Building, 5801 Pelican Bay Boulevard, Naples, Florida, and the name of the registered agent of this corporation at that address is Mark E. Adamczyk, Esq. However, the corporation may maintain offices and transact business in such other places within or without the State of Florida as may from time to time be designated by the Board of Directors.

IN WITNESS WHEREOF, the Secretary of the Association has hereunto set his/her hand and seal this 4 day of February, 2008, at Naples Florida.

SOMERSET AT WINDSTAR HOMEOWNERS ASSOCIATION, INC.,
a Florida not-for-profit corporation

By: [Signature]
Name: Thomas Melvin
Title: Secretary



Attested:

[Signature]
George L. Nolin, President

STATE OF FLORIDA
COUNTY OF COLLIER

I HEREBY CERTIFY that on this 4 day of February, 2008, before me, an officer duly authorized and acting, personally appeared Thomas Melvin, to me well known and known to me to be the individual described in and who executed the foregoing instrument, and acknowledged then and there before me that he/she executed said instrument.

WITNESS my hand and official seal in the County and State aforesaid on the day and year last above written.

[Signature]
Notary Public

