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Prepared by and after recording return to:  
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**SECOND AMENDED DECLARATION OF PROTECTIVE COVENANTS,  
CONDITIONS AND RESTRICTIONS FOR SOMERSET AT WINDSTAR**

This Second Amended Declaration of Protective Covenants, Conditions and Restrictions for Somerset at Windstar ("Second Amendment") is made the 4<sup>th</sup> day of FEBRUARY, 2008, by SOMERSET AT WINDSTAR HOMEOWNERS ASSOCIATION, INC., a Florida not-for-profit corporation (the "Association").

WINESSETH:

WHEREAS, the original Declaration of Protective Covenants, Conditions and Restrictions for Somerset at Windstar was recorded January 19, 1989 at Official Records Book 1410, Page 461, Collier County, Florida Public Records (the "Declaration"); and

WHEREAS, the members of the Association amended said original Declaration at a duly noticed members meeting on February 4, 2008, said amended Declaration being recorded Feb. 4<sup>th</sup> 2008, 2008 at Official Records Book 4335, Page 0492, Collier County, Florida Public Records (the "First Amendment"); and

WHEREAS, pursuant to Article X (D) of said First Amendment, further amendments require the written consent or vote of a majority of all voting interests and, the Association having obtained that vote, wishes to further modify the Declaration as amended by the First Amendment.

NOW, THEREFORE, the Association hereby declares that all of the real property described in Exhibit "A" attached to this Second Amendment is and shall be held, conveyed, encumbered, leased, rented, used, occupied and improved subject to the following additional limitations, restrictions, conditions and covenants. All of the limitations, restrictions, conditions and covenants set forth herein shall run with the land and shall be binding upon all parties having or acquiring any right, title or interest in the property described in Exhibit "A" known as Somerset at Windstar.

1. Article VI of the First Amendment is hereby amended to add the following:

"C. Annual Cap on Special Assessments. Notwithstanding anything stated to the contrary herein or in the amended Bylaws, the amount of any special assessment(s) levied by the Board of Directors for unanticipated expenditures in any fiscal year shall be capped at two (2) times the then current quarterly common assessment for Somerset at Windstar. Said cap shall not apply in extreme and unforeseen circumstances caused by

an act of God or other extraordinary event where it is reasonably necessary in the sole discretion of the Board of Directors to levy a special assessment(s) in excess of the cap.”

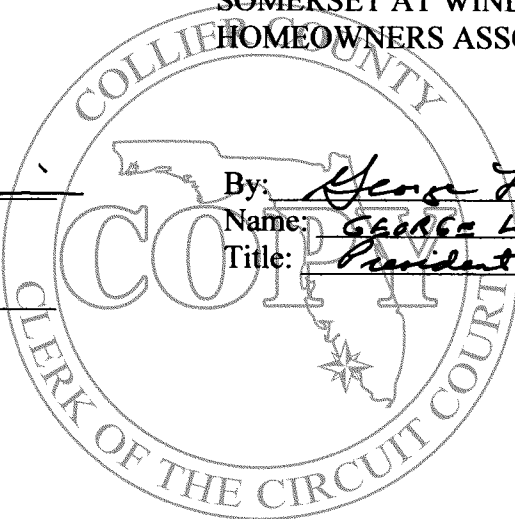
- 2. In the event of any conflict between the provisions hereof and the provisions of the First Amendment, Amended Articles, Amended Bylaws or rules and regulations promulgated by the Somerset at Windstar Homeowners Association, the provisions of this Second Amendment shall control. Except as otherwise specifically set forth in this Second Amendment, the Declaration as amended by the First Amendment remains in full force and effect. Invalidation of any one of these covenants or restrictions by judgment or Court order shall in no way affect any of the other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, Association has caused this instrument to be executed this 4<sup>th</sup> day of February, 2008.

WITNESSES:

SOMERSET AT WINDSTAR HOMEOWNERS ASSOCIATION, INC.

[Signature]  
Mary Jo Nolan



By: George J. Nolan  
 Name: GEORGE J. NOLAN  
 Title: President

STATE OF FLORIDA COUNTY OF COLLIER

The foregoing instrument was acknowledged before me this 4 day of February, 2008, by George Nolan, as president of SOMERSET AT WINDSTAR HOMEOWNERS ASSOCIATION, INC., a Florida Not-for-Profit Corporation.

[Signature]  
 Notary Public

My Commission expires:

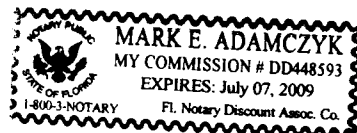


EXHIBIT "A"

Tract "E" of Windstar, a subdivision as recorded in Plat Book 14, Pages 11  
through 15 of the Public Records of Collier County, Florida.

