

**AMENDMENTS TO THE
BY-LAWS FOR
LINDSFORD MASTER ASSOCIATION, INC.**

THIS AMENDMENT to the Bylaws for Lindsford Master Association, Inc., is made this 22nd day of March 2020 by Waterford Landing Acquisitions, L.L.C., a Delaware limited liability company, hereinafter referred to as the "Declarant."

WHEREAS, the Bylaws for Lindsford Master Association, Inc., were attached as Exhibit "C" to the Master Declaration of Covenants, Conditions, Restrictions and Easements for Lindsford (the "Bylaws"), recorded on March 31, 2014 at Instrument # 2014000064460, *et seq.*, in the public records of Lee County, Florida;

WHEREAS, Waterford Landing Acquisitions, L.L.C. is the Declarant under the Master Declaration;

WHEREAS, pursuant to Section 11.7 of the Bylaws, the Declarant may, at its sole discretion modify, enlarge, amend, waive or add to the Bylaws;

WHEREAS, Declarant desires to amend the Bylaws as indicated herein;

NOW THEREFORE, Declarant does hereby amend the Bylaws as follows:

*Additions are underlined
Deletions are ~~stricken through~~*

Article 5, Section 5.2 of the Bylaws shall be amended as follows:

5.2 Appointment and Election of Directors. During the period in which the Declarant shall retain control of the Master Association, there shall be three members of the Board of Directors appointed by the Declarant. In accordance with Florida law, upon fifty percent of the Units that will ultimately be constructed within Lindsford having been completed and conveyed to purchasers (other than Merchant Builders), one Director shall be elected by the Members. On the Turnover Date, the Board shall be established of not less than three (3) directors, which shall be the Presidents of the Neighborhood Association, and not more than seven (5) directors (to be determined by the Members by majority vote after the Turnover Date); plus one (1) such director being appointed by the Declarant, if desired, so long as the Declarant owns at least one (1) unit within Lindsford; provided that the Board of Directors shall at all time have an odd number of directors. On the Turnover date, each Neighborhood Association within Lindsford shall appoint a director of the Board of Directors and each other open seat on the Board of Directors shall be elected at large by a vote of all Members in Lindsford. On the Turnover Date, the following shall occur: (a) the existing directors shall resign; and (b) each Neighborhood Association President shall appoint its be

appointed as a Master Association director and hold an election to elect any at large members of the Board of Directors to take office upon the effective date of the foregoing resignations. The Declarant may, in its sole and absolute discretion, permit the Voting Members to elect a portion of the directors Neighborhood Associations to appoint its Presidents as Master Association directors earlier than the Turnover Date.

Each director serving on behalf of a Neighborhood shall serve for a term of one year, such election the appointment of each Neighborhood Association President taking place at each Neighborhood's annual organizational Board meeting after its annual meeting. In the event any Neighborhood Association fails to elect a director annually, the then serving director shall remain on the Board until the next annual meeting unless otherwise properly removed in accordance with these Bylaws or Florida law.

Article 5, Section 5.3 of the Bylaws shall be amended as follows:

5.3 Qualification of Directors. Except with respect to directors appointed by Declarant, all directors shall be Members of the Master Association and the President of the respective Neighborhood Association from which they are elected. Matters approved by a majority of the directors present at a meeting at which a quorum is present shall constitute the official acts of the Board, except as specifically provided otherwise in the Declaration, Articles, or these Bylaws. Each director shall be the Voting Member for the Neighborhood Association which said director represents. ~~On matters to be determined by the Board of Directors, each Member of the Board of Directors shall be entitled to cast votes equal to the number of Units within the Neighborhood Association which the Director represents, less any votes within said Neighborhood representing Units owned by the Declarant and cast by the director appointed by Declarant.~~ Notwithstanding the above, all matters to be considered by the Board involving the maintenance, operation, repair, replacement or funding related to the Exclusive Use Common Areas shall only be considered by Directors representing the Neighborhood Associations entitled to use and enjoy the Exclusive Use Common Areas and a quorum of the Board for said purposes shall be a majority of all Directors representing the applicable Neighborhood Associations.

If a matter comes before the pertinent Directors in relation to the maintenance, operation, repair, replacement or funding of the Exclusive Use Common Areas and if the pertinent Directors are unable to agree on a resolution for such matter, such Directors may call for a membership vote comprising only the applicable Neighborhood Associations. The membership vote of the applicable Neighborhood Associations shall be conducted as provided in Section 3.2 above. At the resulting Master Association membership meeting, a majority of the votes represented by the Voting Members, represented in person at such meeting, shall decide any question in relation to the maintenance, operation, repair, replacement or funding of the Exclusive Use Common Areas.

Article 5, Section 5.4 of the Bylaws is hereby amended as follows:

5.4 Removal of Directors and Vacancies. Any director appointed may be removed, with or without cause, (i) before Turnover, by Declarant, and (ii) after Turnover, by the Declarant, as to the Declarant appointed director as provided in Section 5.2 above, or by the Neighborhood Association entitled to appoint or elect the director. Any director ~~elected~~ appointed by a Neighborhood Association may be removed at such time as such Neighborhood Association removes the ~~elected~~ appointed director of such Neighborhood Association and ~~elects or~~ appoints a new director in accordance with the Neighborhood Documents.

Any director of the Master Association who has three (3) consecutive, unexcused absences, as determined by the Board, from Board meetings shall, upon notice to the Neighborhood Association represented by said director, be replaced by the Neighborhood Association ~~or an interim Voting Member shall be appointed by the Neighborhood Association to act in absence of said director.~~ In the event of the death, disability, replacement, or resignation of a director elected appointed by the Neighborhood Associations, the ~~Members~~ Board of the Neighborhood Association represented by such director may ~~elect~~ appoint a successor from its Board to fill the vacancy for the remainder of the term of such director. Such replacement director shall also serve as the Neighborhood Association's Voting Member for the remainder of the term of the director. In the event the Neighborhood Associations do not fill vacancies sufficient to constitute a quorum of the Master Association Board, any Member may apply to the circuit court having jurisdiction over the community served by the Master Association for appointment of a receiver to manage the affairs of one or more of the Neighborhood Associations. At least thirty (30) days before applying to the circuit court, the Member shall mail to the Neighborhood Associations, by certified or registered mail, and post in a conspicuous place on the Property a notice describing the intended action, giving the Neighborhood Associations thirty (30) days to fill the vacancies. If during such time the Neighborhood Associations fail to fill a sufficient number of vacancies so that a quorum can be assembled, the Member may proceed with the petition. The Neighborhood Associations shall be responsible for the salary of the receiver, court costs, attorneys' fees and all other expenses of the receivership. The receiver shall have all powers and duties of a fully constituted Board of Directors for the applicable Neighborhood Associations and shall serve as the respective Voting Member until the Neighborhood Associations fill a sufficient number of vacancies on the Board to constitute a quorum. The Declarant shall replace its appointed directors upon death, disability, removal, or resignation.

Article 5, Section 5.5 of the Bylaws is hereby amended as follows:

5.5 Temporary Absence of Director. In the event any director is unable to attend a Members' Meeting or a meeting of the Board of Directors, the Neighborhood Association represented by such director may, at the discretion of the board of directors of the Neighborhood Association, be represented by any other officer of the Neighborhood Association and such officer shall be deemed a temporary director ("Temporary Director") of the Board of Directors as well as the temporary Voting Member for such Neighborhood Association. Any Temporary Director shall be entitled to cast the votes of the Neighborhood Association as the Voting Member and for the director he/she is representing as a Board member in any matter to be considered by the Board of Directors, whether acting as the Board of Directors or as the Voting Members. ~~The foregoing notwithstanding, if the absent director is also an officer of the Master Association, the Temporary Member shall not be entitled to assume the absent director's position as an officer of the Master Association.~~ If a Temporary Director fulfills the duties of an absent director, the absence shall be deemed an excused absence for the purposes of Section 5.4 above.

Article 6, Section 6.3 of the Bylaws is hereby amended as follows:

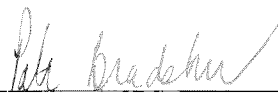
6.3 Special Meetings. Special meetings of the Board of Directors shall be held when called by written notice signed by the President or by any ~~three~~ two (32) directors. The notice shall specify the time and place of the meeting and the nature of any special business to be considered. The giving of notice of any special meeting shall comply with the notice provisions set forth in Section 6.2.

Article 6, Section 6.5 of the Bylaws is hereby amended as follows:

6.5 Quorum of Board of Directors. At all meetings of the Board of Directors, ~~directors a majority of all directors, representing a majority of the Units within Lindsford entitled to vote on the issue(s) noticed on the agenda~~ shall constitute a quorum for the transaction of business, unless otherwise provided in Section 5.3 above for matters involving the maintenance, operation, repair, replacement or funding related to the Exclusive Use Common Areas. ~~and~~ The votes of directors representing a majority of the directors entitled to vote on the issues(s) present at a meeting at which a quorum is present shall constitute the decision of the Board of Directors. If any meeting of the Board of Directors cannot be held because a quorum is not present, the directors who are present ~~representing a majority of the Units represented at such meeting~~ may adjourn the meeting to a time not less than five (5) nor more than thirty (30) days from the date the original meeting was called. At the reconvened meeting, if a quorum is present, any business which might have been transacted at the meeting originally called may be transacted.

IN WITNESS WHEREOF, Declarant has executed this amendment on the day and year first stated above.

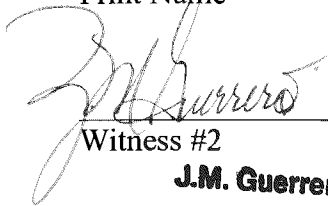
Signed, sealed and delivered
in the presence of:



Witness #1

Patti Bradshaw

Print Name



Witness #2

J.M. Guerrero

Print Name

**WATERFORD LANDING ACQUISITIONS,
a Delaware limited liability company**

By: 

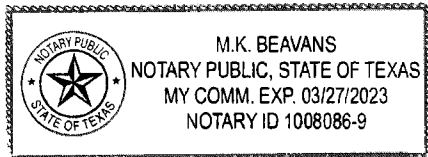
Ron J. Hoyle, its Vice President

STATE OF TEXAS

COUNTY OF DALLAS

THE FOREGOING INSTRUMENT was acknowledged before me by means of
[☒] physical presence or [☐] online notarization, this 22nd day of March,
2021, by Ron J. Hoyl, as Vice President of **WATERFORD LANDING ACQUISITIONS.**, a
Delaware limited liability company, who (check one): ☒ is personally known to me OR
_____ produced _____ as identification.

(Notary Seal)



Notary Public

Sign: MK Beavans
Print: MK Beavans
My Commission Expires: 3/27/23