

This Instrument prepared by:  
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**SUPPLEMENTAL DECLARATION  
OF COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR  
HERITAGE BAY GOLF & COUNTRY CLUB, INC.**

THIS SUPPLEMENTAL DECLARATION is made this 29 day of February, 2012, by LENNAR HOMES, LLC, a Florida limited liability company, hereinafter called the "Declarant" to the Amended & Restated Declaration of Covenants, Conditions, and Restrictions for Heritage Bay Golf & Country Club.

**WITNESSETH:**

WHEREAS, the Amended & Restated Declaration was recorded at O.R. Book 4355, Page 1839, Public Records of Collier County, Florida. The Declaration was originally recorded at O.R. Book 3989, Page 2218, Public Records of Collier County, Florida; and

WHEREAS, Section 11.7 of the Declaration of Covenants obligates the Declarant to record a "Supplemental Declaration" in the Public Records of Collier County for the purpose of establishing Voting Groups before the turnover of control of Heritage Bay Golf & Country Club, Inc., (the "Club") to members other than Declarant; and

WHEREAS, Declarant anticipates that turnover of control of the Club over to members other than the Declarant will occur later this year; and

WHEREAS, Declarant now wishes to establish the Voting Groups contemplated in Section 11.7 of the Declaration of Covenants;

NOW, THEREFORE, the Declarant declares that the real property described in Exhibit "A", as amended, to the Declaration of Covenants, as amended from time to time, shall be held, transferred, sold, conveyed and occupied subject to both the Declaration of Covenants, and to the supplementary restrictions and covenants hereinafter set forth. Words and phrases used in this Supplemental Declaration are used with the same meanings as provided in Section 1 of the Declaration of Covenants.

**1. VOTING GROUPS.** In order to promote equitable representation on the Board of Directors (after turnover of control) for the various Neighborhoods with potentially dissimilar interests and of varying sizes; and to avoid situations in which the Voting Representatives representing certain similar Neighborhoods are able, due to the number of Lots or Living Units in those Neighborhoods, to elect a disproportionate number of Directors, or exclude fair representation of others on the Board of Directors, the Voting Groups described in this Section 1 are hereby established.

**Voting Group 1** - shall consist of the following Neighborhood(s):

Terrace I at Heritage Bay	(60 Living Units)
Terrace II at Heritage Bay	(60 Living Units)
Terrace III at Heritage Bay	(60 Living Units)
Terrace IV at Heritage Bay	(30 Living Units)
Terrace V at Heritage Bay	(30 Living Units)
Terrace VI at Heritage Bay	(60 Living Units)
Terrace VII at Heritage Bay	(60 Living Units)
Terrace VIII at Heritage Bay	(60 Living Units)
Terrace IX at Heritage Bay	(30 Living Units)
Total	(450 Living Units)

**Voting Group 2** - shall consist of the following Neighborhood(s):

Veranda I at Heritage Bay	(60 Living Units)
Veranda II at Heritage Bay	(48 Living Units)
Veranda III at Heritage Bay	(28 Living Units)

Veranda IV at Heritage Bay	(48 Living Units)
Veranda V at Heritage Bay	(48 Living Units)
Veranda VI at Heritage Bay	(24 Living Units)
Veranda VII at Heritage Bay	(60 Living Units)
Veranda VIII at Heritage Bay	(48 Living Units)
<u>Total</u>	<u>(364 Living Units)</u>

Voting Group 3 - shall consist of the following Neighborhood(s):

Coach Homes I at Heritage Bay	(36 Living Units)
Coach Homes II at Heritage Bay	(88 Living Units)
Coach Homes III at Heritage Bay	(60 Living Units)
<u>Total</u>	<u>(184 Living Units)</u>

Voting Group 4 - shall consist of the following Neighborhood(s):

<u>Heritage Bay Single Family Homes I</u>	<u>(252 Living Units)</u>
<u>Total</u>	<u>(252 Living Units)</u>

The number of Directors to be elected shall be nine (9). Each Voting Group shall be entitled to elect two (2) directors. The ninth Director will be elected "at large" by all members of the Club. Each Voting Group shall elect one Director in accordance with Section 4.2 of the Master Association Bylaws. If there is no one willing and eligible to serve on the Board of Directors from one or more of the Voting Groups as established above, that seat shall be filled in accordance with the provisions of Section 4.5 of the Master Association Bylaws. If the remaining Directors are unable to fill the position in accordance with the provisions of Section 4.5 of the Master Association Bylaws, that position shall remain vacant until the next annual election, unless the Board is sooner able to fill the vacancy by appointment for the remaining term as provided in Section 4.5 of the Bylaws.

2. GENERAL PROVISIONS.

2.1 Conflict. This Supplemental Declaration shall be subject to, and governed by, the provisions of the Declaration of Covenants, and it may be amended in the same manner as provided for the amendment of the Declaration of Covenants. If any provision of this Supplemental Declaration is in irreconcilable conflict with a provision of the Declaration of Covenants, the Declaration of Covenants shall control.

IN WITNESS WHEREOF, the Declarant, Lennar Homes, LLC, does hereby execute this Supplemental Declaration of Covenants, Conditions and Restrictions through its undersigned, duly authorized agent, this 29 day of February, 2012.

LENNAR HOMES, LLC,  
a Florida Limited Liability Company

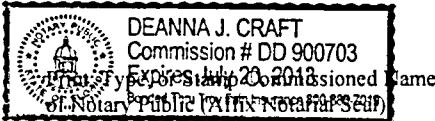
Witnesses:

[Signature]  
Print name: Sign that  
[Signature]  
Print name: FRANK BURTON

By: \_\_\_\_\_  
Printed: Darin McMurray  
Title: V.P.

STATE OF FLORIDA  
COUNTY OF LEE

The foregoing instrument was executed before me this 29 day of FEB, 2012, by DARIN MCMURRAY, V.P. (title) of LENNAR HOMES, LLC, a Florida Limited Liability Company, on behalf of the company. He/She is personally known to me or did produce \_\_\_\_\_ as identification.



[Signature]  
Signature of Notary Public  
Deanna J. Craft  
Print name