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NOTE: SUBSTANTIAL AMENDMENT OF ENTIRE BYLAWS. FOR PRESENT TEXT SEE EXISTING BYLAWS.

**AMENDED AND RESTATED BYLAWS
OF
HERITAGE BAY GOLF & COUNTRY CLUB, INC.**

1. GENERAL. These are the Amended and Restated Bylaws of Heritage Bay Golf & Country Club, Inc., (hereinafter the "Club"), a Florida corporation not for profit organized for the purposes set forth in the Articles of Incorporation, as a residential community with golf and country club facilities.

1.1 Principal Office. The principal office of this corporation shall be located at 10154 Heritage Bay Boulevard, Naples, Florida 34120, and subsequently at such other place as may be established by resolution of the Board of Directors.

1.2 Definitions. All terms defined in the Second Amended and Restated Declaration of Covenants, Conditions and Restrictions for Heritage Bay Golf & Country Club (the "Club Declaration" or "Declaration of Covenants") to which these Bylaws are attached as an exhibit shall be used with the same meanings as defined therein.

1.3 Seal. The seal of the Club shall be inscribed with the name of the Club, the year of its organization, and the words "Florida" and "corporation not for profit." The seal may be used by causing it, or a facsimile of it, to be impressed, affixed, reproduced or otherwise placed upon any document or writing of the corporation where a seal may be required.

2. MEMBERSHIP AND VOTING RIGHTS. The classes of membership shall be as more fully set forth in Section 4.1 of the Declaration of Covenants.

2.1 Voting Rights; Voting Interests. Each Living Unit shall have one (1) indivisible vote in all matters upon which the members are entitled to vote. The total number of voting interests of the Club shall be 1250 Living Units. If a Living Unit is owned by one (1) natural person, the right to vote shall be established by the record title. If a Living Unit is owned jointly by two (2) or more natural persons, that Living Unit's vote may be cast by any one (1) of the record owners. If two (2) or more Owners do not agree among themselves how their one (1) vote shall be cast on any issue, that vote shall not be counted for any purpose.

2.2 Method of Voting. Except for the election of Directors, and except for actions taken by the Club members without a meeting (as specified in Section 3.12), all votes of the Club members pertaining to the Club shall be cast in person (by a meeting ballot) or by proxy and pursuant to the voting procedure set forth in this Section 2.2. Nothing herein shall require the use of secret ballots unless such use is required by law.

Each Club member resides in a Neighborhood and is a member of a Neighborhood Association, which is comprised of a certain number of Living Units. The number of total Living Units within each Neighborhood is set forth in Section 11.5 of the Declaration of Covenants. The Club is comprised of a total of 1250 Living Units within a total of 21 Neighborhoods.

Block voting by any Neighborhood Association via its Voting Representative at Club membership meetings on matters pertaining to the Club is prohibited. In the event of a conflict between these Club Bylaws and the Neighborhood Association governing documents (or any Neighborhood Association Board resolution or policy) on matters pertaining to voting on Club matters, the terms and conditions of these Club Bylaws shall prevail.

The Club will notify each Club member of a proposed Club matter which requires a vote of the Club members and which vote will be conducted at a Club membership meeting per the notification requirements contained within these Club Bylaws. The Club members will initially individually cast their votes regarding the proposed Club matter directly with the Club, in person (by meeting ballot) or by proxy, at a Club membership meeting but an individual Club member's vote will be formally cast at the Club membership meeting by the Voting Representative from that member's Neighborhood Association. Voting Representatives are required to vote on a proposed Club matter as directed by the Club members of their respective Neighborhood Associations and pursuant to the voting procedure mandated in these Club Bylaws and each Voting Representative hereby covenants to do so. The Club will tabulate the results of the votes cast by the Club members, in person (by meeting ballot) or by proxy, at the Club membership meeting. Then, the total votes attributable to each Neighborhood Association will be calculated as follows: (1) The "total voting percentages" (to three decimal points, if necessary [ex. 52.354%]) of the votes actually cast by the Club members, in person (by meeting ballot) or by proxy, from a given Neighborhood Association both in favor of the proposed Club measure and against the proposed Club measure will be calculated. (2) The "total voting percentages" will then be multiplied by the total number of Living Units within that Neighborhood Association resulting in a "final tally" of "yea" votes and "nay" votes which (when added together) will equal the total number of Living Units within said Neighborhood Association. (3) If the "final tally" is a fractional number (to three decimal points, if necessary), the Club will "round up" to the next whole number any "final tally" higher than ".499" and the Club will "round down" to the next whole number any "final tally" of ".499" or lower such that no Neighborhood Association will have more votes attributable to their Neighborhood Association than the number of Living Units within said Neighborhood Association and as set forth in Section 11.5 of the Declaration. The Voting Representative from each Neighborhood Association will then cast the votes of the Club members of such Neighborhood Association in accordance with the "final tally" of the "yea" votes and "nay" votes as set forth above. The following is an example as to how this voting percentage mechanism works:

In a Neighborhood Association with 252 Living Units (i.e. 252 potential votes on a Club measure), where a poll of that Neighborhood Association's members results in 87 "yeas" to a proposed Club measure and 81 "nays" to the same measure, with 84 votes not being cast, the "total voting percentages" (of the votes cast) is 51.786 percent in favor of the proposed Club measure and 48.214 percent opposed to the proposed Club measure. This 51.786 voting percentage in favor (i.e. the "yea" votes in this example) is then multiplied by 252 Living Units, resulting in a "final tally" of 130.500, or 131 "yea" votes (after rounding up). The corresponding 48.214 voting percentage attributable to the "nay" votes is likewise multiplied by 252 Living Units, resulting in a "final tally" of 121 "nay" votes (after rounding down). The Voting Representative of

this Neighborhood Association will cast the 252 votes of the members of the Neighborhood Association as follows: 131 “yea” votes and 121 “nay” votes.

In the event all the possible votes attributable to the Club members within a given Neighborhood Association are cast, in person (by meeting ballot) or by proxy, on a proposed Club measure, the “total voting percentages” and “final tally” (referenced above) will not need to be calculated or utilized (since all the possible votes were cast). In this scenario, the Voting Representative of that Neighborhood Association will cast the votes of the Neighborhood Association as cast by the Club members from that Neighborhood Association.

In the event that no votes attributable to a given Neighborhood Association are cast by the Club members of that Neighborhood Association, no further calculations will be necessary and all the votes attributable to this Neighborhood Association will be considered “nay” votes (or votes opposed to the proposed Club measure). In this scenario, the Voting Representative of that Neighborhood Association will cast all the votes of the Club members of that Neighborhood Association as “nay” votes.

The above-described voting procedure shall be utilized to vote on a proposed Club matter at a Club membership meeting wherein a quorum, as specified by Section 3.3, has been attained.

In the event that two or more of the Neighborhood Associations merge into one corporate entity, the voting procedure mandated by these Club Bylaws shall still be utilized with the number of Living Units attributable to the surviving Neighborhood Association adjusted accordingly.

In the event a Voting Representative fails to attend a Club membership meeting, or fails to cast his or her Neighborhood Association’s votes as required by the above-described voting procedure, or in the event a Neighborhood Association fails to appoint a Voting Representative, the Club Secretary, or, in the absence of the Club Secretary, another Club Officer shall serve as the Voting Representative for that Neighborhood Association and shall cast the votes of the Club members from that Neighborhood Association as decided and directed by each such Club member and pursuant to the voting procedure mandated in these Club Bylaws and such Club Officer hereby covenants to do so. Any votes cast by a Voting Representative contrary to the above-described voting procedure shall be null and void.

2.3 Membership Records. Records shall be maintained by the Club showing the names of the members, their addresses, and e-mail addresses the number of parcels owned by each member, the class of membership and such other information as the Board shall require. Members may be issued a certificate or other evidence of membership, which may be wallet-size. The certificate of membership may set forth such other information as determined by the Board. Admission to any Common Area, facility, meeting or affair of the Club may be conditioned upon production of a current certificate of membership by the member unless member privileges have been suspended.

2.4 Transfer of Membership. Except as provided in Section 2.6 below, no member may transfer his Club membership, except as an appurtenance to his parcel. When a member ceases to be an owner, his membership shall cease. The termination of membership in the Club does not relieve or release any former member from liability or obligation incurred under or in any way connected with the Club during the period of his membership, nor does it impair any rights or remedies which the Club may have against any former member arising out of or in any way connected with such membership and the covenants and obligations incident thereto. A change of membership is effective upon transfer of title to the Living Unit. Interim membership is not transferrable.

2.5 Rights and Privileges of Members.

- (A) Every member shall have the right to:
 - (1) Have his vote cast by his voting representative at the meetings of the members;
 - (2) Serve on the Board, if elected;
 - (3) Serve on committees; and
 - (4) Attend membership meetings.

Each member is encouraged to take an active interest in Club affairs.

(B) Every member in good standing shall have the privilege of using and enjoying the Common Areas, subject to the rules of the Club and the right of the Club to charge admission and other fees for the use of any facilities.

(C) A member is in good standing if he is current in the payment of all assessments and other financial obligations to the Club, and his membership is not suspended.

2.6 Delegation of Rights to Use Common Areas.

(A) In accordance with Section 4.4 of the Declaration of Covenants, Conditions and Restrictions, a member may delegate his privilege to use the Common Areas to:

- (1) A reasonable number of guests if initially accompanied by the member; or
- (2) Residential tenants who reside in the member's parcel.

(B) In the case of residential tenants of the member's parcel, the delegating member must give prior written notice to the Club of such delegation. The written notification shall state the name, age, permanent address, intended length of time the delegation will be effective, and such other information about each residential tenant as the Board shall require.

(C) A member who has delegated his use privileges and is not in residence in Heritage Bay Golf & Country Club may not use Common Areas during the period of the delegation, except as a guest of another member. A member may not be the guest of his tenant.

(D) Members shall be responsible for keeping the Club informed as to the identity and relationship of any persons who normally reside with the member and intend to utilize the Common Areas.

(E) The Board of Directors may limit the number of guests or the frequency or duration of any member's delegation of use rights, and may impose fees for the delegation of such rights of use of the facilities by renters or guests, which fees may be different from fees charged to members for their use.

(F) The delegation of membership is subject to the one (1) family limitation described in Section 4.2 of the Club Declaration.

3. MEMBERS' MEETINGS; VOTING.

3.1 Annual Meeting. The annual meeting shall be held at Heritage Bay during either March or April of each year, at a day, place and time designated by the Board of Directors, for the purpose of electing Directors and transacting any other business duly authorized to be transacted by the members.

3.2 Special Members' Meetings. Special members' meetings must be held whenever called for by the President or by a majority of the Directors, and must be promptly called by the Board upon receipt of a written request signed by voting representatives of members entitled to cast at least ten percent (10%) of the votes. Such requests shall be in writing and shall state the purpose or purposes of the meeting. Business at any special meeting shall be limited to the items specified in the request or contained in the notice of meeting.

3.3 Quorum. A quorum shall be attained at a members meeting by the presence in person of voting representatives for at least thirty percent (30%) of the total voting interests. Voting interests of Association owned units shall not be considered for purposes of a quorum or counted for any purpose.

3.4 Vote Required to Transact Business. The acts or resolutions approved by at least a majority of the votes cast at a duly called meeting at which a quorum has been attained shall be the act of the members, unless a higher vote is specifically required by law or by the Club Declaration.

3.5 Notice of Meetings. Written notice of meetings shall be mailed, electronically transmitted or hand-delivered directly by the Club to the Club members and directly by the Club to the Voting Representatives. The notices must be mailed, electronically transmitted or delivered by the Club to the Club members and the Voting Representatives not less than thirty (30) days prior to the date of the meeting. Notices must also be posted in a conspicuous place on the Club common areas or may be broadcast pursuant to Section 720.306(5), Florida Statutes. Notices of meetings where assessments will be considered must state the purpose of the meeting and the assessment under consideration.

3.6 Proxy Voting. Members may cast their votes at a meeting in person or by proxy. A proxy shall be valid only for the specific meeting for which originally given and any lawful adjournment of that meeting. No proxy shall be valid for a period longer than ninety (90) days after the date of the first meeting for which it was given. Every proxy shall be revocable at the pleasure of the person executing it. To be valid, a proxy must be in writing, dated, signed by the person authorized to cast the vote for the Living Unit, specify the date, time and place of the meeting for which it is given, and must be delivered to the Secretary by the appointed time of the meeting or adjournment thereof. No proxy shall be valid if it names more than one (1) person as the holder of the proxy, but the holder shall have the right, if the proxy so provides, to substitute another person to hold the proxy. Holders of proxies must be members. Limited proxies may be used in matters requiring a vote of the Owners. General proxies may be used for other matters for which limited proxies are not required. No proxies, general or limited, may be used in the election of Directors. In addition, the Board shall have the authority to adopt reasonable Rules and Regulation regarding the use of a power of attorney, including the ability of any agent in fact to attend a meeting of the members or a meeting of the Board of Directors. Proxies shall be cast in a manner consistent with Section 2.2 of these Bylaws.

3.7 Voting Representatives. Each Neighborhood Association shall appoint and designate in writing to the Secretary of the Club, at least annually by January 1st of each year, the name and address of one individual who will serve as its Voting Representative, or the alternate, if any, for that year. The person will:

- (A) Receive Club notices, but Club notices which pertain to voting matters shall also be sent directly from the Club to each Club member;
- (B) Represent the members of that particular Neighborhood Association at Club meetings;
- (C) Cast the votes of the Club members from that particular Neighborhood Association as mandated via the procedure (and exclusions) contained within Section 2.2 of these Club Bylaws.

An alternate Voting Representative may be designated by a Neighborhood Association to serve in the absence or disability of the Voting Representative. The Voting Representative and the alternate Voting Representative (if any) serve at the pleasure of the entity which appointed them.

3.8 Adjourned Meetings. Any duly called meeting of the members may be adjourned to be reconvened at a later time by vote of the majority of the voting interests present, regardless of whether a quorum has been attained. Unless the Bylaws require otherwise, adjournment of annual or special meeting to a different date, time or place must be announced at that meeting before an adjournment is taken, or notice must be given of the new date, time, or place pursuant to Section 617, Florida Statutes as amended. Any business that might have been transacted on the original date of the meeting may be transacted at the adjourned meeting. If a new record date for the adjourned meeting is or must be fixed under Section 617, Florida Statutes, as amended, notice of the adjourned meeting must be given to persons who are entitled to vote and are members as of the new record date but were not members as of the previous record date.

3.9 Order of Business. The order of business at members' meetings shall be substantially as follows:

- (A) Determination that a quorum has been attained.
- (B) Reading or waiver of reading of minutes of last members' meeting.
- (C) Reports of Officers
- (D) Reports of Committees
- (E) Election of Directors (when appropriate)
- (F) Unfinished Business*
- (G) New Business*
- (H) Adjournment

* Such business should be identified with specificity.

3.10 Minutes. Minutes of all meetings of the members must be maintained in written form, or in another form that can be converted into written form within thirty (30) days after the meeting at which they were taken

3.11 Parliamentary Rules. Roberts' Rules of Order (latest edition) shall govern the conduct of the Club meetings when not in conflict with the law, with the Declaration of Covenants, or with these Bylaws. The presiding officer may appoint a Parliamentarian, but the decision of the presiding officer on questions of parliamentary procedure shall be final. Any question or point of order not raised at the meeting to which it relates shall be deemed waived.

3.12 Action by Members Without a Meeting. Except for the holding of the annual meeting and annual election of Directors, any action required or permitted to be taken at a meeting of the members may be taken by mail without a meeting if written instruments expressing approval of the action proposed to be taken are signed and returned by members having not less than the minimum number of votes that would be necessary to take such action at a meeting at which all of the voting interests were present and voting. If the requisite number of written consents are received by the Secretary within sixty (60) days after the earliest date which appears on any of the consent forms received, the proposed action so authorized shall be of full force and effect as if the action had been approved at a meeting of the members held on the sixtieth (60th) day. Within ten (10) days thereafter, the Board shall send written notice of the action taken to all members who have not consented in writing. Nothing in this paragraph affects the rights of members to call a special meeting of the membership, as provided for by Section 3.2 above, or by law.

3.13 Special Notice Requirements; Electronic Transmission. Notice of member meetings, and other written communications, except meetings for the purpose of recalling Directors, may be given by electronic transmission such as fax and e-mail provided written consent has been received by the Club from the member.

3.14 Electronic Voting. The Association may conduct elections and other owner votes through an internet-based online voting system with owner consent that has been received by the Club.

4. BOARD OF DIRECTORS. The administration of the affairs of the Club shall be by a Board of Directors. All powers and duties granted to the Club by law, as modified and explained in the Declaration of Covenants, Articles of Incorporation, and these Bylaws, shall be exercised by the Board, subject to the approval or consent of the members only when such is expressly required.

4.1 Powers. The Board shall have the authority to:

- (A) Manage and control the affairs of the Club.
- (B) Appoint and remove at its pleasure all officers, agents and employees of the Club, prescribe their duties, fix their compensation and require of them such security or fidelity bond as it may deem expedient.
- (C) Establish, levy, assess, and collect any assessment or charge provided for in the governing documents.
- (D) Designate one or more financial institution(s) as depository for Club funds, and the officer(s) authorized to make withdrawals therefrom.

(E) Borrow funds and pledge the assets of the Club for improving the Common Areas, and in aid thereof, to mortgage Common Areas as security for said loan. Notwithstanding the foregoing, the Board of Directors must obtain approval of a majority of those members who are eligible to vote and who are present, in person or by proxy, at a duly called meeting of the Members at which a quorum is attained in order to borrow funds equal to or greater than two percent (2%) of the Club's annual operating budget excluding reserves.

(F) Adopt, amend or revoke rules, and regulations relating to the use of Common Areas and policies relating to the management, control and operations of the Club. Fines and suspensions may be imposed for violations of the Governing Documents. Any rule or regulation created and imposed by the Board must be reasonably related to the promotion of health, happiness and peace of mind of the majority of the owners, and uniformly applied and enforced. The Board may also establish and levy fees for the use of Common Areas or Club property.

(G) Cause the Club to employ sufficient personnel to adequately perform the responsibilities of the Club.

(H) Negotiate and enter into contracts for the maintenance and operation of the Common Areas.

(I) Make improvements to the Common Areas.

(J) Establish committees of the Club and appoint the members thereof. It may assign to such committees responsibilities and duties not inconsistent with the provisions of these Bylaws as it may deem appropriate.

(K) Acquire property, real or personal, and enter into agreements with any persons, relating to the orderly transfer of property from said person to the Club and such other matters as the Board may deem appropriate.

(L) Perform all other acts not inconsistent with law or the governing documents and necessary for the proper functioning of the Club.

4.2 Number; Qualifications; and Eligibility. Each Director elected by the regular members must be a member, or the spouse of a member. Each Director elected by the members to represent a single voting group must be an Owner or the spouse of an Owner of a parcel in the Neighborhoods comprising that voting group. A vacancy is created, and a new Director shall be appointed pursuant to Section 4.5 of these Bylaws, if and when a Director who has been elected by and from a single voting group to represent that single voting group ceases to be eligible to serve that voting group (i.e. the Director is no longer an Owner or the spouse of an Owner of a parcel in a Neighborhood within the voting group that the Director was elected to represent).

4.3 Terms of Office. In order to provide for a continuity of experience a system of staggered terms of office has previously been established. Each Director shall be elected for a term of two (2) years, which will end upon final adjournment of the annual meeting in conjunction with which the Director's successor is to be elected. There is no limit on the number of consecutive terms to which a Director may be elected. A resignation must be in writing to be effective, and may not be revoked once the resignation is tendered and received by the Club.

4.4 Nominations and Elections. The Members in each voting group are entitled to vote in the election of the Directors that represent their voting group, as well as in the election of a Directors at large.

(A) **Candidates.** The Club Board shall adopt and utilize procedures whereby any member or other person eligible to serve as a Director may nominate themselves as a candidate and have his/her name on the ballot, by notifying the Club in writing, at least forty-five (45) days in advance of the election, of his desire to be a candidate for any vacancy which he/her is eligible to fill and include a one page candidate information sheet, if any. To the extent that any person desiring to run for the Board owns multiple properties located in more than one voting group, and is therefore eligible to run as a candidate from multiple voting groups, that candidate is only eligible to run and be placed on the ballot to run for the Board from one voting group. In addition, all candidates running for the Board must designate in writing whether they wish to run and be placed on the ballot from their voting group or run as a candidate "at large" but not both. All eligible persons giving timely written notice of desire to be a candidate shall be listed alphabetically by surname on any ballots distributed or used by the Club. Candidates may also be nominated in any other way permitted by law.

(B) **Election and Voting Materials.** Candidates shall have a reasonable opportunity to communicate their qualifications to the voting members and to solicit votes at their own expense. Any written materials distributed to the members of the Club regarding any election shall be non-partisan, and Club funds shall not be used in any way to promote the election of any candidate over another. No ballot or other election materials used by the Club shall endorse, disparage, or comment on any candidate or indicate whether a candidate is an incumbent, however, the Club shall duplicate and distribute without editing candidate information sheets provided by any candidates who would like it distributed. The ballots and all other election and voting materials shall be distributed by the Club with the notice of annual meeting described in Section 3.5 above.

(C) **Balloting.** Elections shall be by written ballot. The candidate within each voting group who receives a plurality of the votes cast shall be elected. The balloting for at large seats (if any) shall be separate. Each member may cast as many votes as there are Directors to be elected by his Group, but not more than one vote for any candidate. Each member may also cast one vote for each Director to be elected at large, if any, it being the intent hereof that cumulative voting is prohibited. The Club shall conduct Board elections for each voting group and for the Board member elected at large. The Club will furnish the notice of the Annual Meeting to each member which will include: (i) the names of all candidates and any candidate information sheets if timely furnished by the candidate and which must be limited to one page, (ii) ballots which bear a marking or color indicating the voting group, (iii) a return envelope to be used to return the ballot which envelope may, but is not required to, bear a marking or color indicating the voting group for which the ballot is being returned, and (iv) the time and place for counting ballots at which any member may be present to observe the tallying of votes for each voting group. In order to be valid and counted, all ballots must either be signed by the member eligible to cast the vote or, alternatively, the member casting the ballot must sign and print their name and identify the member's Heritage Bay address on the outside of the return envelope. Either the ballot itself or the outside ballot envelope must be signed by the member casting the vote. Original ballots must be returned and delivered to the Club by 5 P.M. EST

on the day before the date of the annual meeting to be counted. Faxes, copies, or emails containing ballots will not be counted and must be disregarded.

(D) **Vote Counting.** On the day of the annual meeting, before the meeting begins, at a place and time which was stated in the notice of the meeting, the Board (or its designees) shall open the sealed envelopes and count the votes in such manner as it (or they) deem advisable. Any member shall be entitled to attend and observe. The results of the election shall be announced at the beginning of the annual meeting, and the new Directors shall take office at the final adjournment of the meeting. A tie vote shall be broken by agreement between the tied candidates, or, in the absence of agreement, by lot. Any dispute as to the validity of any ballots shall be resolved by the incumbent Board.

4.5 Vacancies on the Board. If the office of any Director or Directors becomes vacant for any reason, a majority of the remaining Directors, though less than a quorum, shall promptly choose a successor or successors, who shall hold office for the entire remaining term. Any Director appointed by the Board shall be selected from the Class of members or voting group who elected the Director who vacated the position. If for any reason there should arise circumstances in which no Directors are serving and the entire Board is vacant, the members shall elect successors at a special meeting by the same method as is provided for in Sections 4.2 through 4.4 above.

4.6 Removal. Any Director may be removed from the Board with or without cause by vote of a majority of the voting interests of the voting group which elected that Director. Directors may also be removed as provided in Section 4.8 below.

4.7 Organizational Meeting. An organizational meeting of a new Board of Directors shall be held within ten (10) days after the election of new Directors at such place and time as may be fixed by the new Directors at the meeting when they were elected.

4.8 Regular Meetings. Meetings of the Board shall be held at such time and place in Collier County, Florida, as shall be determined from time to time by the Directors. A regular meeting of the Board of Directors is any meeting held according to a regular weekly, monthly or other periodic schedule adopted from time to time by the Board. Notice of regular meetings shall be given to each Director, personally or by mail, email, or telephone at least ten (10) days before the day named for such meeting. At regular meetings any business of the Club may be transacted. If any Director elected by the members shall be absent for any reason from three (3) consecutive regular meetings of the Board, the Board may, by vote of at least a majority of the whole Board taken at the next meeting, declare the office of said Director to be vacant, and may appoint a successor.

4.9 Special Meetings. Special meetings of the Board are all meetings other than the annual organizational meeting and regular meetings. Special meetings may be called by the President, the Secretary, or by a majority of the Directors. Not less than two (2) days' notice of a special meeting shall be given to each Director, personally or by mail, email or telephone which notice shall state the time, place and purposes of the meeting. Business conducted at a special meeting shall be limited to the items specified in the notice of the meeting.

4.10 Waiver of Notice by Directors. Any Director may waive notice of a Board meeting before or after the meeting, and such waiver shall be deemed equivalent to the receipt of notice. Attendance at a meeting by any Director constitutes waiver of notice, unless that Director objects to the lack of notice at the beginning of the meeting.

4.11 Board Meetings; Notice to Members. A meeting of the Board of Directors occurs whenever a quorum of the Board gathers and conducts Club business. All meetings of the Board shall be open to all members, except meetings governed by the attorney-client privilege or discussing personnel matters. Notice of all Board meetings shall be posted in a conspicuous place on the Common Areas at least forty-eight (48) continuous hours in advance of a meeting, except in an emergency. An assessment may not be levied at a Board meeting unless the notice of the meeting includes a statement that assessments will be considered and the nature of such assessments. Any owner may make video or audio recordings of meetings of the Board and meetings of the members. The Board may adopt reasonable rules governing the taping of meetings of the Board and the membership.

4.12 Quorum of Directors. A quorum at a Board meeting shall exist only when a majority of all Directors are present in person. Directors may not vote by proxy or secret ballots at Board meetings, except that secret ballots may be used in electing officers. Any Director has a right to participate in any meeting of the Board, or meeting of an executive or other committee, by means of a conference telephone call or similar communicative arrangement whereby all persons present can hear and speak to all other persons. Participation by such means shall be deemed equivalent to presence in person.

4.13 Vote Required. Except as otherwise required by law or the governing documents, the acts approved by a majority of the Directors present and voting at a duly called Board meeting at which a quorum exists shall constitute the acts of the Board of Directors.

4.14 Presumption of Assent. A Director who is present at a meeting of the Board shall be deemed to have voted in favor of the point of view that prevails on any question, unless he voted against such action or abstained from voting because of an asserted conflict of interest. The vote of each Director on each matter considered, including abstention because of an asserted conflict of interest, must be recorded in the minutes of the meeting. Directors may not vote by proxy or secret ballot at Board meetings, except that secret ballots may be used in the election or removal of Officers

4.15 Adjourned Meetings. The majority of the Directors present at any meeting of the Board, regardless of whether a quorum exists, may adjourn the meeting to be reconvened at a later time. When the meeting is reconvened, provided a quorum exists, any business that might have been transacted at the meeting originally called may be transacted without further notice.

4.16 The Presiding Officer. The President of the Club, or in his absence, the Vice President, shall be the presiding officer at all meetings of the Board of Directors. If neither is present, the presiding officer shall be selected by majority vote of those present.

4.17 Compensation of Directors and Officers. Neither Directors nor officers shall receive compensation for their services as such. Directors may not also be employees of the Club. Directors and officers may be compensated for all actual and proper out-of-pocket expenses relating to the proper discharge of their respective duties.

4.18 Emergency Powers. In the event of an 'emergency' as defined in Paragraph 4.18(G) below, the Board of Directors of the Club may exercise the emergency powers described in this Section, and any other emergency powers authorized by, Section 720.316, Florida Statutes, as amended from time to time.

(A) The Board may name as assistant officers persons who are not Directors, which assistant officers shall have the same authority as the executive officers to whom they are

assistant during the period of the emergency, to accommodate the incapacity of any officer of the Club.

(B) The Board may relocate the principal office or designate alternative principal offices or authorize the officers to do so.

(C) During any emergency the Board may hold meetings with notice given only to those Directors with whom it is practicable to communicate, and the notice may be given in any practical manner. The Director or Directors in attendance at such a meeting shall constitute a quorum.

(D) Corporate action taken in good faith during an emergency under this Section to further the ordinary affairs of the Club shall bind the Club; and shall have the rebuttable presumption of being reasonable and necessary.

(E) Any officer, Director or employee of the Club acting with a reasonable belief that his actions are lawful in accordance with these emergency Bylaws shall incur no liability for doing so, except in the case of willful misconduct.

(F) The provisions of these emergency Bylaws shall supersede any inconsistent or contrary provisions of the Bylaws during the period of the emergency.

(G) For purposes of this Section, an "emergency" exists only during a period of time that the Community, or the immediate geographic area in which the Community is located, is subjected to:

- (1) a state of emergency declared by law enforcement authorities;
- (2) a hurricane warning;
- (3) a partial or complete evacuation order;
- (4) designation by federal or state government as a "disaster area;" or
- (5) a catastrophic occurrence, whether natural or man-made, which seriously damages or threatens serious damage to the Community, such as an earthquake, tidal wave, fire, hurricane, tornado, war, civil unrest, or acts of terrorism.

4.19 Appointment of Committees and Committee Members. Except for the Architectural Review Committee (ARC) as provided elsewhere in these Bylaws, the Board of Directors may appoint from time to time such standing or temporary committees, as the Board may deem necessary and convenient for the efficient and effective operation of the Association. Any such committee shall have the powers and duties assigned to it in the resolution creating the committee. Members of a committee appointed by the Board of Directors may only be removed by the Board of Directors.

5. OFFICERS.

5.1 Officers and Elections. The executive officers of the Club shall be a President, and one or more Vice Presidents, who must be Directors of the Club, as well as a Treasurer and a Secretary, all of

whom shall be elected annually by majority vote of the Board of Directors. Any officer may be removed, with or without cause, by vote of a majority of all Directors at any meeting. Any person except the President may hold two or more offices. The Board of Directors shall, from time to time, appoint such other officers, and designate their powers and duties, as the Board shall find to be required to manage the affairs of the Club. If the Board so determines, there may be more than one Vice President.

5.2 President. The President shall be the chief executive officer of the Club; he shall preside at all meetings of the members and Directors, shall be ex-officio a member of all standing committees, shall have general and active management of the business of the Club, and shall see that all orders and resolutions of the Board are carried into effect. He shall execute bonds, mortgages and other contracts or documents requiring the seal of the Club, except where such are permitted by law to be otherwise executed, and the power to execute is delegated by the Board of Directors to another officer or agent of the Club.

5.3 Vice Presidents. The Vice Presidents in the order of their seniority shall, in the absence or disability of the President, perform the duties and exercise the powers of the President; and they shall perform such other duties as the Board of Directors shall prescribe.

5.4 Secretary. The Secretary shall attend the meetings of the Board and meetings of the members, and shall record all votes and the minutes of all proceedings in a book or books. He shall give, or cause to be given, notice of all meetings of the members and of the Board of Directors, and shall perform such other duties as may be prescribed by the Board or the President. He shall keep in safe custody the seal of the Club and, when authorized by the Board, affix the same to any instrument requiring it. The Secretary shall be responsible for the proper recording of all duly adopted amendments to the governing documents. Any of the foregoing duties may be performed by an Assistant Secretary, if any has been designated.

5.5 Treasurer. The Treasurer shall have responsibility for the collection, safe-keeping, and disbursement of funds and securities of the Club, shall keep full and accurate accounts of receipts and disbursements in books belonging to the Club, and shall deposit all monies and other valuable effects in the name and to the credit of the Club in such depositories as may be designated by the Board of Directors, and prepare the budget for the Club. He shall disburse the funds of the Club, making proper vouchers for such disbursements, and shall render to the President and Directors, at the regular meetings of the Board, or whenever they may require it, an account of all transactions and of the financial condition of the Club. Any of the foregoing duties may be performed by an Assistant Treasurer, if any has been designated.

6. ARCHITECTURAL REVIEW COMMITTEE. The ARC provided for in Section 6 of the Declaration of Covenants shall be selected, and conduct its affairs as provided in this Section.

6.1 Members; Qualification. The Architectural Review Committee, hereinafter the "ARC," shall consist of five (5) persons, and except as otherwise provided in Section 6.5 below, no member of the ARC shall be a Director. Whenever possible and practical, one of the committee members should be an architect, general contractor, or other person with professional expertise in building, landscaping, or architectural design.

6.2 Selection; Terms. The Members of the ARC shall be appointed by the President of the Club to serve terms of one year beginning on the first day of the calendar month immediately following each annual meeting of the Club. If a mid-term vacancy occurs for any reason, the President shall appoint a successor to fill the unexpired term. Members of the ARC, once appointed, may be removed only by vote of a majority of all the Voting Interests, and not by the officers or Directors.

6.3 Compensation. If approved by the Board of Directors, any or all members of the ARC may be compensated for their services.

6.4 Meetings. The ARC shall meet at least once during each quarter, and otherwise at the call of the Chairman as necessary, to carry out its duties and functions. The ARC shall meet with the same formalities and notice requirements as required for Board meetings, unless otherwise permitted by law. Written notice of meetings shall be provided to each Neighborhood Association at least one week in advance, any Owner wishing to appear before the ARC may do so. Special meetings may be called as needed by the Chairman.

6.5 Procedures: Voting. A majority of the members of the ARC present in person at any duly called meeting shall constitute a quorum. All questions shall be decided by a majority of the entire committee. The members shall not vote by proxy or secret ballot. Where a question involves proposed changes to a parcel owned by a member of the ARC, that member shall be disqualified from participation in the proceedings, and his place shall be taken by the then President of the Club. If a proposed change is not approved, the reasons for disapproval shall be stated in writing. Minutes of all meetings of the ARC shall be kept in a business-like manner, and shall be available at reasonable times for inspection or photocopying by any member. Copies of the plans and specifications for all approved changes and construction shall be kept for at least five years.

7. FISCAL MATTERS. The provisions for assessment and fiscal management of the Club set forth in the Declaration of Covenants shall be supplemented by the following provisions:

7.1 Depository. The Club shall maintain its accounts in federally insured accounts at financial institutions as may be designated from time to time by the Board. Withdrawal of monies from such accounts shall be only by such persons as are authorized by the Board. The Board may invest Club funds in interest-bearing accounts, money market funds, certificates of deposit, U.S. Government securities, and other similar investment vehicles, provided they are federally insured, or backed by the full faith and credit of the United States.

7.2 Budget. The Board of Directors shall, at a Board meeting held in November of each year, adopt a budget of general expenses for the next fiscal year. The budget must reflect the estimated revenues and expenses for that year and the estimated surplus or deficit as of the end of the current year. The budget must set out separately all fees or charges for recreational amenities. The Club shall provide each member with a copy of the annual budget or a written notice that a copy of the budget is available upon request at no charge to the member. The proposed budget shall be detailed and shall show the amounts budgeted by accounts and expense classifications.

7.3 Reserves. The Board may establish in the budgets one or more reserve accounts for contingencies, operating expenses, repairs, improvements, capital expenditures or deferred maintenance. The purpose of the reserves is to provide financial stability and to avoid the need for special assessments. The amounts proposed to be so reserved shall be shown in the proposed annual

budgets each year. These funds may be spent only for purposes for which they were reserved, unless another use is approved by unanimous consent of the entire Board.

7.4 Fidelity Bonds. The Treasurer, President and Secretary and all other persons who are authorized to sign checks, and all Directors and employees of the Club handling or responsible for Club funds, shall be bonded in such amounts as determined by the Board of Directors. The premiums on such bonds shall be paid by the Club.

7.5 Accounts and Accounting Procedures. The financial and accounting records of the Club must be kept according to good accounting practices. All financial and accounting records must be maintained for a period of at least seven (7) years. The financial and accounting records must include:

- (A) Accurate, itemized and detailed records of all receipts and expenditures.
- (B) A current account and a period statement of the account for each member, designating the name and current address of each member who is obligated to pay assessments, the due date and amount of each assessment or other charge against the member, the date and amount of each payment on the account, and the balance due.
- (C) All tax returns, financial statements, and financial reports of the Club.
- (D) Any other records that identify, measure, record or communicate financial information.

7.6 Financial Reporting. The Club shall prepare an annual financial report within ninety (90) days after the close of the fiscal year. The Club shall, within twenty-one (21) days after the report is prepared and completed but not later than 120 days after the end of the fiscal year, provide each member with a copy of the report, or a written notice that a copy of the financial report is available upon request at no charge to the member. The financial report must consist of either:

- (A) Financial statements presented in conformity with generally accepted accounting principles; or
- (B) A financial report of actual receipts and expenditures, cash basis, which report must show:
 - (1) The amount of receipts and expenditures by classification; and
 - (2) The beginning and ending cash balances of the Club.

7.7 Audits. A formal certified annual audit of the accounts of the Club, shall be made by an independent certified public accountant, and a copy of the audit report shall be available on request to each member.

7.8 Application of Payments and Commingling of Funds. All monies collected by the Club may be commingled, for investment purposes only, in a single fund, or divided into two or more funds, as determined by the Board of Directors. The books and records of the Club shall be kept in conformity to generally accepted accounting principles, and the audit and accounting guide for Common Interest Realty Associations of the American Institute of Certified Public Accountants. All payments on account by an Owner shall be applied as to interest, delinquencies, costs and attorney's fees, other

charges, and annual or special assessments, in such manner and amounts as the Board of Directors may determine, or as may be required by law.

7.9 Fiscal Year. The fiscal year for the Club shall begin on the first day of January each year. The Board of Directors may change to a different fiscal year in accordance with the provisions and regulations from time to time prescribed in the Internal Revenue Code of the United States.

7.10 Payment of Assessments. Annual assessments based on the adopted budgets shall be payable annually (due on January 1 of each year or such other date as the Board of Directors may determine). Written notice of the annual assessment shall be sent to all owners at least thirty (30) days prior to the due date. Failure to send or receive such notice shall not, however, excuse the obligation to pay. By resolution, the Board may establish the place for payment, the method of payment, and a late payment fee.

7.11 Special Assessments. Special assessments may be imposed by the Board of Directors whenever necessary to meet unbudgeted, emergency, or non-recurring expenses, or for such other purposes as are authorized by the Declaration of Covenants or these Bylaws. Special assessments are due on the day specified in the resolution of the Board approving such assessment. The notice of any special assessment must contain a statement of the purpose(s) of the assessment, and the funds collected must be spent for the stated purpose(s) or returned to the members in a manner consistent with law. The total of all special assessments payable by the members generally shall not exceed \$200 per parcel in any fiscal year unless approved in advance by a majority of the Members who are eligible to vote and present, in person or by proxy, at a duly called meeting of the Members.

7.12 Proof of Payment. Within fifteen (15) days after receipt of request from the Owner, mortgagee, or purchaser of a parcel, the Club shall furnish a written statement certifying that all assessments then due from any parcel have been paid, or indicating the amounts then due. Anyone other than the Owner who relies upon such statement shall be protected thereby.

7.13 Membership Transfers. The Club shall not be required to transfer memberships on its books or to allow the exercise of any rights or privileges of membership on account thereof to any owner, or to any persons claiming under an owner, unless and until all assessments and charges to which said owner and his parcel is subject have been paid in full.

8. COMPLIANCE AND DEFAULT; REMEDIES. In addition to the remedies provided in the Declaration, the following shall apply:

8.1 Fines. The Club's Board of Directors may levy fines against Living Units whose owners commit violations of the provisions of Governing Documents, including but not limited to the Rules and Regulations, or who condone such violations by their family members, guests or lessees. Fines shall be in amounts deemed necessary by the Board of Directors to deter future violations, but in no event shall any fine exceed the maximum amount allowed by law.

8.2 Suspensions. The Board of Directors has the right to suspend certain use rights and voting rights in accordance with the provisions of the Declaration and the following:

(A) **Suspension of Use Rights If Delinquent.** If an owner is more than ninety (90) days delinquent in paying a fee, fine, or other monetary obligation due to the Club, the Board of Directors may suspend the right of the owner or the Living Unit's occupants, guests, tenants

or other invitees to use common areas, common facilities, or any other Club property until the fee, fine, or other monetary obligation is paid in full. Suspension does not apply to limited common elements or areas intended to be used only by that Living Unit, common areas and roadways needed to access the Living Unit, utility services provided to that unit, or parking spaces. The notice and hearing requirements do not apply to suspensions imposed for financial delinquencies. Notification of suspension shall be given to the owner by management.

(B) Suspension of Voting Rights If Delinquent. The Board of Directors may suspend the voting rights of an owner due to nonpayment of any fee, fine, or other monetary obligation due to the Club which is more than ninety (90) days delinquent. A voting interest which has been suspended shall be subtracted from the total number of voting interests, which shall be reduced by the number of suspended voting interests when calculating the total percentage or number of all voting interests available to take or approve any action, and the suspended voting interests shall not be considered for any purpose, including but not limited to, the percentage or number of voting interests necessary to constitute a quorum, the percentage or number of voting interests required to conduct an election, or the percentage or number of voting interests required to approve an action under the documents. The suspension ends upon full payment of all obligations currently due or overdue to the Club. The notice and hearing requirements do not apply to suspensions imposed for financial delinquencies. Notification of suspension shall be given to the owner by management.

(C) Suspension of Use Rights for Document Violations. If an owner, tenant, guest, or invitee fails to comply with any provision of the Declaration, Bylaws or Rules and Regulations then the Board of Directors may suspend, for a reasonable time, the right of a member or a member's tenant, guest or invitee to use common areas and facilities.

8.3 Availability of Remedies. Each member, for himself, his heirs, successors and assigns, agrees to the foregoing provisions relating to default and abatement of violations regardless of the harshness of the remedy utilized by the Club and regardless of the availability of other legal remedies. It is the intent of all members to give the Club methods and procedures which will enable it to operate on a businesslike basis, to collect those monies due it and to preserve the right of the majority to enjoy the property free from unreasonable disruptions and annoyance.

9. AMENDMENT OF BYLAWS. Amendments to these Bylaws shall be proposed and adopted in the following manner:

9.1 Proposal. Amendments to these Bylaws may be proposed either by a resolution approved by a majority of the whole Board of Directors, or by a petition to the Board, signed by the voting representatives of at least twenty-five percent (25%) of the voting interests of the Club. Once so proposed, the amendments shall be submitted to a vote of the members at a meeting no later than the next annual meeting for which notice can still properly be given.

9.2 Vote Required. Except as otherwise provided by law, or by specific provision of the governing documents, these Bylaws may be amended by concurrence of at least two-thirds (2/3) of the voting interests present and voting in person or by proxy at any annual or special meeting, provided that the text of any proposed amendment has been given to the members with notice of the meeting.

9.3 Certificate; Recording. A copy of each approved amendment shall be attached to a certificate reciting that the amendment was duly adopted, which certificate shall be executed by the President or Vice President of the Club with the formalities of a deed. The amendment shall be effective when the certificate and copy of the amendment are recorded in the Public Records of the County. The certificate must identify the book and page of the Public Records where the Declaration of Covenants was originally recorded.

10. MISCELLANEOUS.

10.1 Gender; Number. Whenever the masculine or singular form of a pronoun is used in these Bylaws, it shall be construed to mean the masculine, feminine or neuter; singular or plural, as the context requires.

10.2 Severability. Should any portion hereof be void or become unenforceable, the remaining provisions of the instrument shall remain in full force and effect.

10.3 Conflict. If any irreconcilable conflict should exist, or hereafter arise, with respect to the interpretation of these Bylaws and the Declaration of Covenants or the Articles of Incorporation of the Club, the provisions of the Declaration of Covenants or Articles of Incorporation shall prevail over the provisions of these Bylaws.

*2964802.v1
Updated 3/6/2019*



FDMS 09157
Rev 0300

**SOUTH FLORIDA WATER MANAGEMENT DISTRICT
ENVIRONMENTAL RESOURCE
PERMIT MODIFICATION NO. 11-02234-P
DATE ISSUED: APRIL 10, 2008**

PERMITTEE: CENTEX HOMES
(HERITAGE BAY)
5801 PELICAN BAY BLVD STE 600,
NAPLES, FL 34108

LENNAR HOMES L.L.C.
(HERITAGE BAY)
4415 METRO PARKWAY, SUITE 216,
FORT MYERS, FL 33916

ORIGINAL PERMIT ISSUED: AUGUST 13, 2003

ORIGINAL PROJECT DESCRIPTION: AN ERP TO AUTHORIZE CONCEPTUAL APPROVAL OF A 2562.27 ACRE MIXED RESIDENTIAL AND COMMERCIAL DEVELOPMENT WITH GOLF COURSES AND THE CONSTRUCTION AND OPERATION OF A SWM SYSTEM TO SERVE 2367.4 ACRES OF THE DEVELOPMENT. THE SYSTEM DISCHARGES TO THE COCOHATCHEE CANAL.

APPROVED MODIFICATION : CONSTRUCTION AND OPERATION OF A SURFACE WATER MANAGEMENT SYSTEM SERVING A 2,562.20-ACRE GOLF COURSE, RESIDENTIAL AND COMMERCIAL DEVELOPMENT KNOWN AS HERITAGE BAY, WITH DISCHARGE INTO COCOHATCHEE RIVER CANAL.

PROJECT LOCATION: COLLIER COUNTY, SECTION 13,14,23,24 TWP 48S RGE 26E

PERMIT DURATION: See Special Condition No.1. See attached Rule 40E-4.321, Florida Administrative Code.

This Permit Modification is approved pursuant to Application No. 070806-9, dated March 7, 2007. Permittee agrees to hold and save the South Florida Water Management District and its successors harmless from any and all damages, claims or liabilities which may arise by reason of the construction, operation, maintenance or use of any activities authorized by this Permit. This Permit is issued under the provisions of Chapter 373, Part IV Florida Statutes(F.S.), and the Operating Agreement Concerning Regulation Under Part IV, Chapter 373 F.S. between South Florida Water Management District and the Department of Environmental Protection. Issuance of this Permit constitutes certification of compliance with state water quality standards where necessary pursuant to Section 401, Public Law 92-500, 33 USC Section 1341, unless this Permit is issued pursuant to the net improvement provisions of Subsections 373.414(1)(b), F.S., or as otherwise stated herein.

This Permit Modification may be revoked, suspended, or modified at any time pursuant to the appropriate provisions of Chapter 373, F.S., and Sections 40E-4.351(1), (2), and (4), Florida Administrative Code (F.A.C.). This Permit Modification may be transferred pursuant to the appropriate provisions of Chapter 373, F.S., and Sections 40E-1.6107(1) and (2), and 40E-4.351(1), (2), and (4), F.A.C.

All specifications and special and limiting/general conditions attendant to the original Permit, unless specifically rescinded by this or previous modifications, remain in effect.

This Permit Modification shall be subject to the Environmental Resource Permit set forth in Rule 40E-4.381, F.A.C., unless waived or modified by the Governing Board. The Application, and Environmental Resource Permit Staff Review Summary of the Application, including all conditions, and all plans and specifications incorporated by reference, are a part of this Permit Modification. All activities authorized by this Permit Modification shall be implemented as set forth in the plans, specifications, and performance criteria as set forth and incorporated in the Environmental Resource Permit Staff Review Summary. Within 30 days after completion of construction of the permitting activity, the Permittee shall submit a written statement of completion and certification by a registered professional engineer or other appropriate individual, pursuant to the appropriate provisions of Chapter 373, F.S. and Sections 40E-4.361 and 40E-4.381, F.A.C.

In the event the property is sold or otherwise conveyed, the Permittee will remain liable for compliance with this Permit until transfer is approved by the District pursuant to Rule 40E-1.6107, F.A.C.

SPECIAL AND GENERAL CONDITIONS ARE AS FOLLOWS:

- SEE PAGES 2 - 3 OF 6 (19 SPECIAL CONDITIONS).
- SEE PAGES 4 - 6 OF 6 (19 GENERAL CONDITIONS).

PERMIT MODIFICATION APPROVED BY THE GOVERNING BOARD OF THE SOUTH FLORIDA WATER MANAGEMENT DISTRICT

ON _____ **ORIGINAL SIGNED BY:**
BY _____ **ELIZABETH VEGUILLA**
DEPUTY CLERK

SPECIAL CONDITIONS

1. The construction phase of this permit shall expire on April 10, 2013.
2. Operation of the surface water management system shall be the responsibility of Heritage Bay Umbrella Association, Inc. Within one year of permit issuance or concurrent with the engineering certification of construction completion, whichever comes first, the permittee shall submit a copy of the recorded deed restrictions (or declaration of condominium, if applicable), a copy of the filed articles of incorporation, and a copy of the certificate of incorporation for the association.
3. Discharge Facilities: Through previously permitted water management facilities.
4. Inlet Facilities (proposed for modifications under this application):
 - Structure W1W4
 - 1 - 9' wide sharp crested weir with crest at elev. 15.90' NGVD 29.
 - 776 LF of 48" dia. REINFORCED CONCRETE PIPE culvert.
 - Receiving body: Onsite Wetland Number 4 (W4)
 - Structure W1L30
 - 1 - 52' wide sharp crested weir with crest at elev. 15.90' NGVD 29.
 - 4 - 540 LF of 48" dia. REINFORCED CONCRETE PIPE culvert.
 - Receiving body: Onsite Lake Number 30 (Basin 6)
 - Structure W2L30
 - 1 - 7' wide sharp crested weir with crest at elev. 15.90' NGVD 29.
 - 2 - 324 LF of 48" dia. REINFORCED CONCRETE PIPE culvert.
 - Receiving body: Onsite Lake Number 30 (Basin 6)
5. The permittee shall be responsible for the correction of any erosion, shoaling or water quality problems that result from the construction or operation of the surface water management system.
6. Measures shall be taken during construction to insure that sedimentation and/or turbidity violations do not occur in the receiving water.
7. The District reserves the right to require that additional water quality treatment methods be incorporated into the drainage system if such measures are shown to be necessary.
8. Lake side slopes shall be no steeper than 4:1 (horizontal:vertical) to a depth of two feet below the control elevation. Side slopes shall be nurtured or planted from 2 feet below to 1 foot above control elevation to insure vegetative growth, unless shown on the plans.
9. Facilities other than those stated herein shall not be constructed without an approved modification of this permit.
10. A stable, permanent and accessible elevation reference shall be established on or within one hundred (100) feet of all permitted discharge structures no later than the submission of the certification report. The location of the elevation reference must be noted on or with the certification report.
11. The permittee shall provide routine maintenance of all of the components of the surface water management system in order to remove all trapped sediments/debris. All materials shall be properly disposed of as required by law. Failure to properly maintain the system may result in adverse flooding conditions.

OR: 4355 PG: 1915

PERMIT NO: 11-02234-P

PAGE 3 OF 6

12. This permit is issued based on the applicant's submitted information which reasonably demonstrates that adverse water resource related impacts will not be caused by the completed permit activity. Should any adverse impacts caused by the completed surface water management system occur, the District will require the permittee to provide appropriate mitigation to the District or other impacted party. The District will require the permittee to modify the surface water management system, if necessary, to eliminate the cause of the adverse impacts.
13. The permittee acknowledges, that pursuant to Rule 40E-4.101(2), F.A.C., a notice of Environmental Resource or Surface Water Management Permit may be recorded in the county public records. Pursuant to the specific language of the rule, this notice shall not be considered an encumbrance upon the property.
14. Minimum building floor elevation: No changes to the previously permitted minimum finished floor elevations. (Permit Number 11-02234-P/ Applications Number 040212-21 and 041201-9).
15. Minimum road crown elevation: No changes to the previously permitted minimum road crown elevations (Permit Number 11-02234-P/ Applications Number 040212-21 and 041201-9).
16. Minimum parking lot elevation: No changes to the previously permitted minimum parking lot elevations (Permit Number 11-02234-P/ Applications Number 040212-21 and 041201-9).
17. The exhibits and special conditions in this permit apply only to this application. They do not supersede or delete any requirements for other applications covered in Permit No. 11-02234-P unless otherwise specified herein.
18. The District reserves the right to require remedial measures to be taken by the permittee if monitoring or other information demonstrates that adverse impacts to onsite or offsite wetlands, upland conservation areas or buffers, or other surface waters have occurred due to project related activities.
19. If monitoring reports or other information show the preserved wetlands have been negatively affected by the permitted development in a manner that is irreversible (such as impounding the wetland and drowning the existing vegetation or a reduction in the hydroperiod resulting in the transition of wetlands into upland/transitional habitat), the permittee shall be required to submit a remediation plan within 30 days of notification by the District's Environmental Resource Compliance staff of such conditions. The remediation plan may include onsite or offsite mitigation as necessary to address any deficiencies.

**EXHIBIT "E"**

PERMIT NO: 11-02234-P

PAGE 4 OF 6

GENERAL CONDITIONS

1. All activities authorized by this permit shall be implemented as set forth in the plans, specifications and performance criteria as approved by this permit. Any deviation from the permitted activity and the conditions for undertaking that activity shall constitute a violation of this permit and Part IV, Chapter 373, F.S.
2. This permit or a copy thereof, complete with all conditions, attachments, exhibits, and modifications shall be kept at the work site of the permitted activity. The complete permit shall be available for review at the work site upon request by District staff. The permittee shall require the contractor to review the complete permit prior to commencement of the activity authorized by this permit.
3. Activities approved by this permit shall be conducted in a manner which does not cause violations of State water quality standards. The permittee shall implement best management practices for erosion and pollution control to prevent violation of State water quality standards. Temporary erosion control shall be implemented prior to and during construction, and permanent control measures shall be completed within 7 days of any construction activity. Turbidity barriers shall be installed and maintained at all locations where the possibility of transferring suspended solids into the receiving waterbody exists due to the permitted work. Turbidity barriers shall remain in place at all locations until construction is completed and soils are stabilized and vegetation has been established. All practices shall be in accordance with the guidelines and specifications described in Chapter 6 of the Florida Land Development Manual: A Guide to Sound Land and Water Management (Department of Environmental Regulation, 1988), incorporated by reference in Rule 40E-4.091, F.A.C. unless a project-specific erosion and sediment control plan is approved as part of the permit. Thereafter the permittee shall be responsible for the removal of the barriers. The permittee shall correct any erosion or shoaling that causes adverse impacts to the water resources.
4. The permittee shall notify the District of the anticipated construction start date within 30 days of the date that this permit is issued. At least 48 hours prior to commencement of activity authorized by this permit, the permittee shall submit to the District an Environmental Resource Permit Construction Commencement Notice Form Number 0960 indicating the actual start date and the expected construction completion date.
5. When the duration of construction will exceed one year, the permittee shall submit construction status reports to the District on an annual basis utilizing an annual status report form. Status report forms shall be submitted the following June of each year.
6. Within 30 days after completion of construction of the permitted activity, the permittee shall submit a written statement of completion and certification by a professional engineer or other individual authorized by law, utilizing the supplied Environmental Resource/Surface Water Management Permit Construction Completion/Certification Form Number 0881A, or Environmental Resource/Surface Water Management Permit Construction Completion Certification - For Projects Permitted prior to October 3, 1995 Form No. 0881B, incorporated by reference in Rule 40E-1.659, F.A.C. The statement of completion and certification shall be based on onsite observation of construction or review of as-built drawings for the purpose of determining if the work was completed in compliance with permitted plans and specifications. This submittal shall serve to notify the District that the system is ready for inspection. Additionally, if deviation from the approved drawings are discovered during the certification process, the certification must be accompanied by a copy of the approved permit drawings with deviations noted. Both the original and revised specifications must be clearly shown. The plans must be clearly labeled as "as-built" or "record" drawings. All surveyed dimensions and elevations shall be certified by a registered surveyor.
7. The operation phase of this permit shall not become effective: until the permittee has complied with the requirements of condition (6) above, and submitted a request for conversion of Environmental Resource Permit from Construction Phase to Operation Phase, Form No. 0920; the District determines the system to be in compliance with the permitted plans and specifications; and the entity approved by the District in accordance with Sections 9.0 and 10.0 of the Basis of Review for Environmental Resource Permit Applications within the South Florida Water Management District, accepts responsibility for operation and maintenance of the system. The permit shall not be transferred to such approved operation and maintenance entity until the operation phase of the permit becomes effective. Following inspection and approval of the permitted system by the District, the permittee shall initiate transfer of the permit to the approved responsible operating entity if different from the permittee. Until the permit is transferred pursuant to Section 40E-1.6107, F.A.C., the permittee

OR: 4355 PG: 1917

PERMIT NO: 11-02234-P

PAGE 5 OF 6

shall be liable for compliance with the terms of the permit.

8. Each phase or independent portion of the permitted system must be completed in accordance with the permitted plans and permit conditions prior to the initiation of the permitted use of site infrastructure located within the area served by that portion or phase of the system. Each phase or independent portion of the system must be completed in accordance with the permitted plans and permit conditions prior to transfer of responsibility for operation and maintenance of the phase or portion of the system to a local government or other responsible entity.
9. For those systems that will be operated or maintained by an entity that will require an easement or deed restriction in order to enable that entity to operate or maintain the system in conformance with this permit, such easement or deed restriction must be recorded in the public records and submitted to the District along with any other final operation and maintenance documents required by Sections 9.0 and 10.0 of the Basis of Review for Environmental Resource Permit applications within the South Florida Water Management District, prior to lot or units sales or prior to the completion of the system, whichever comes first. Other documents concerning the establishment and authority of the operating entity must be filed with the Secretary of State, county or municipal entities. Final operation and maintenance documents must be received by the District when maintenance and operation of the system is accepted by the local government entity. Failure to submit the appropriate final documents will result in the permittee remaining liable for carrying out maintenance and operation of the permitted system and any other permit conditions.
10. Should any other regulatory agency require changes to the permitted system, the permittee shall notify the District in writing of the changes prior to implementation so that a determination can be made whether a permit modification is required.
11. This permit does not eliminate the necessity to obtain any required federal, state, local and special district authorizations prior to the start of any activity approved by this permit. This permit does not convey to the permittee or create in the permittee any property right, or any interest in real property, nor does it authorize any entrance upon or activities on property which is not owned or controlled by the permittee, or convey any rights or privileges other than those specified in the permit and Chapter 40E-4 or Chapter 40E-40, F.A.C..
12. The permittee is hereby advised that Section 253.77, F.S. states that a person may not commence any excavation, construction, or other activity involving the use of sovereign or other lands of the State, the title to which is vested in the Board of Trustees of the Internal Improvement Trust Fund without obtaining the required lease, license, easement, or other form of consent authorizing the proposed use. Therefore, the permittee is responsible for obtaining any necessary authorizations from the Board of Trustees prior to commencing activity on sovereignty lands or other state-owned lands.
13. The permittee must obtain a Water Use permit prior to construction dewatering, unless the work qualifies for a general permit pursuant to Subsection 40E-20.302(3), F.A.C., also known as the "No Notice" Rule.
14. The permittee shall hold and save the District harmless from any and all damages, claims, or liabilities which may arise by reason of the construction, alteration, operation, maintenance, removal, abandonment or use of any system authorized by the permit.
15. Any delineation of the extent of a wetland or other surface water submitted as part of the permit application, including plans or other supporting documentation, shall not be considered binding, unless a specific condition of this permit or a formal determination under Section 373.421(2), F.S., provides otherwise.
16. The permittee shall notify the District in writing within 30 days of any sale, conveyance, or other transfer of ownership or control of a permitted system or the real property on which the permitted system is located. All transfers of ownership or transfers of a permit are subject to the requirements of Rules 40E-1.6105 and 40E-1.6107, F.A.C.. The permittee transferring the permit shall remain liable for corrective actions that may be required as a result of any violations prior to the sale, conveyance or other transfer of the system.
17. Upon reasonable notice to the permittee, District authorized staff with proper identification shall have permission to enter, inspect, sample and test the system to insure conformity with the plans and specifications approved by the permit.

EXHIBIT "E"

OR: 4355 PG: 1918

PERMIT NO: 11-02234-P
PAGE 6 OF 6

18. If historical or archaeological artifacts are discovered at any time on the project site, the permittee shall immediately notify the appropriate District service center.
19. The permittee shall immediately notify the District in writing of any previously submitted information that is later discovered to be inaccurate.

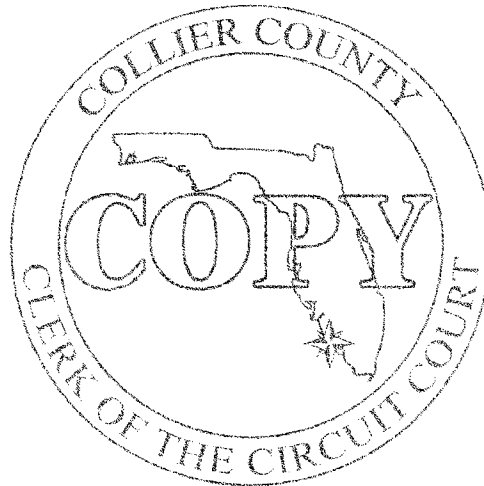


EXHIBIT "E"

ENVIRONMENTAL RESOURCE PERMITS CHAPTER 40E-4 (01/07)

40E-4.321 Duration of Permits.

(1) Unless revoked or otherwise modified the duration of an environmental resource permit issued under this chapter or Chapter 40E-40, F.A.C., is as follows:

(a) For a conceptual approval, two years from the date of issuance or the date specified as a condition of the permit, unless within that period an application for an individual or standard general permit is filed for any portion of the project. If an application for an environmental resource permit is filed, then the conceptual approval remains valid until final action is taken on the environmental resource permit application. If the application is granted, then the conceptual approval is valid for an additional two years from the date of issuance of the permit. Conceptual approvals which have no individual or standard general environmental resource permit applications filed for a period of two years shall expire automatically at the end of the two year period.

(b) For a conceptual approval filed concurrently with a development of regional impact (DRI) application for development approval (ADA) and a local government comprehensive plan amendment, the duration of the conceptual approval shall be two years from whichever one of the following occurs at the latest date:

1. The effective date of the local government's comprehensive plan amendment,
2. The effective date of the local government development order,
3. The date on which the District issues the conceptual approval, or 4. The date on which the

District issues a final order pertaining to the resolution of any Section 120.57, F.S., administrative proceeding or other legal appeals.

(c) For an individual or standard general environmental resource permit, the construction phase authorizing construction, removal, alteration or abandonment of a system shall expire five years from the date of issuance or such amount of time as made a condition of the permit.

(d) For an individual or standard general environmental resource permit, the operational phase of the permit is perpetual for operation and maintenance.

(e) For a noticed general permit issued pursuant to Chapter 40E-400, F.A.C., five years from the date the notice of intent to use the permit is provided to the District.

(2)(a) Unless prescribed by special permit condition, permits expire automatically according to the timeframes indicated in this rule. If application for extension is made by electronic mail at the District's e-Permitting website or in writing pursuant to subsection (3), the permit shall remain in full force and effect until:

1. The Governing Board takes action on an application for extension of an individual permit, or
2. Staff takes action on an application for extension of a standard general permit.

(3) Installation of the project or full structure shall not constitute a vesting of the permit.
 (3) The permit extension shall be issued provided that a permittee files a written request with the District showing good cause prior to the expiration of the permit. For the purpose of this rule, good cause shall mean a set of extenuating circumstances outside of the control of the permittee. Requests for extensions, which shall include documentation of the extenuating circumstances and how they have delayed this project, will not be accepted more than 180 days prior to the expiration date.

(4) Substantial modifications to Conceptual Approvals will extend the duration of the Conceptual Approval for two years from the date of issuance of the modification. For the purposes of this section, the term "substantial modification" shall mean a modification which is reasonably expected to lead to substantially different water resource or environmental impacts which require a detailed review.

(5) Substantial modifications to individual or standard general environmental resource permits issued pursuant to a permit application extend the duration of the permit for three years from the date of issuance of the modification. Individual or standard general environmental resource permit modifications do not extend the duration of a conceptual approval.

(6) Permit modifications issued pursuant to paragraph 40E-4.331(2)(b), F.A.C. (letter modifications) do not extend the duration of the permit.

(7) Failure to complete construction or alteration of the surface water management system and obtain operation phase approval from the District within the permit duration shall require a new permit authorization in order to continue construction unless a permit extension is granted.

Specific Authority 373.044, 373.113, 668.003, 668.004, 668.50 FS. Law Implemented 373.413, 373.416, 373.419, 373.426, 668.003, 668.004, 668.50 FS. History-New 9-3-81, Amended 1-31-82, 12-1-82, Formerly 16K-4.07(4), Amended 7-1-86, 4-20-94, 10-3-95, 5-28-00, 10-1-06.



~~10" x 18" Wood or Metal sign (Dark Green Background w/White Letters
and Border) mounted to metal step stake~~



~~10" x 18" Wood or Metal sign (Dark Green Background w/White Letters and Border)~~