

Prepared by and return to:

Christopher N. Davies, Esquire
Dentons Cohen & Grigsby P.C.
Mercato — Suite 6200
9110 Strada Place
Naples, FL 34108-2938

CERTIFICATE OF AMENDMENT

THE UNDERSIGNED, being the duly elected and acting President of Heritage Bay Golf & Country Club, Inc., a Florida corporation not for profit, hereby certifies that at a duly called Annual Meeting of the members held on March 24, 2020, where a quorum was present, after due notice, the resolution set forth below was approved by the votes indicated for the purpose of amending of the Second Amended and Restated Declaration of Covenants, Conditions and Restrictions of Heritage Bay Golf & Country Club, as recorded in the Official Records Book 5639, Page 0279, *et seq.*, Public Records of Collier County, Florida, by amending Section 1.18, Section 1.42, Section 1.43, Section 4.0, Section 4.1(A), (B) and (C), Section 4.1.1, Section 4.2, Section 4.4, Section 4.5, Section 4.7, Section 6.4 and Section 11.4 of the Second Amended and Restated Declaration of Covenants, Conditions and Restrictions of Heritage Bay Golf & Country Club, and Section 2.1, Section 2.2, Section 2.5, Section 2.6, Section 3.2, Section 3.3, Section 3.4, Section 3.5, Section 3.7, Section 3.14, Section 8.2(B) and Section 9.1 of the Amended and Restated Bylaws of Heritage Bay Golf & Country Club, Inc.

1. The following resolution was approved and adopted by the affirmative vote of at least two-thirds (2/3) of the voting interests then present and voting in person or by proxy.

RESOLVED: That Definitions 1.18 of the Second Amended and Restated Declaration of Covenants, Conditions and Restrictions of Heritage Bay Golf & Country Club, be and are hereby amended and the amendment is adopted in the form attached hereto and made a part hereof.

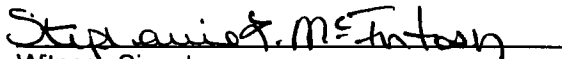
2. The following resolutions were approved and adopted by the affirmative vote of at least two-thirds (2/3) of the voting interests then present and voting in person or by proxy.

RESOLVED: That Section 1.42, Section 1.43, Section 4.0, Section 4.1(A), (B) and (C), Section 4.1.1, Section 4.2, Section 4.4, Section 4.5, Section 4.7, Section 6.4 and Section 11.4 of the Second Amended and Restated Declaration of Covenants, Conditions and Restrictions of Heritage Bay Golf & Country Club, be and are hereby amended and the amendment is adopted in the form attached hereto and made a part hereof.

3. The following resolutions were approved and adopted by the affirmative vote of at least two-thirds (2/3) of the voting interests then present and voting in person or by proxy.

RESOLVED: That Section 2.1, Section 2.2, Section 2.5, Section 2.6, Section 3.2, Section 3.3, Section 3.4, Section 3.5, Section 3.7, Section 3.14, Section 8.2(B) and Section 9.1 of the Amended and Restated Bylaws of Heritage Bay Golf & Country Club, Inc., be and are hereby amended and the amendment is adopted in the form attached hereto and made a part hereof.

HERITAGE BAY GOLF & COUNTRY CLUB, INC.


Witness Signature

Print Name: Stephanie L. McIntosh


Witness Signature

Print Name: Kathryn Greiman

By:


Michael Schmidt, Vice President

STATE OF FLORIDA)
) ss
COUNTY OF COLLIER)

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 15 day of April, 2020, by Michael Schmidt, Vice President of Heritage Bay Golf & Country Club, Inc., a Florida corporation not for profit, on behalf of the corporation. He is personally known to me or has produced _____ as identification.



Stephanie L. McIntosh
Commission # GG042491
Expires: October 26, 2020
Bonded thru Aaron Notary

(SEAL)

Stephanie L. McIntosh
Notary Public

Stephanie L. McIntosh
Printed Name

My Commission Expires: 10-26-20

**AMENDMENT TO SECOND AMENDED AND RESTATED
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
OF
HERITAGE BAY GOLF & COUNTRY CLUB**

NOTE: New language is underlined; language being deleted is shown in ~~stricken~~ type.

Section 1.18 of the Second Amended and Restated Declaration of Covenants, Conditions and Restrictions of Heritage Bay Golf & Country Club, shall be amended as follows:

1.18 **“Family”** as referred to in Declaration Sections 2, 3, 5, 7, and 10, means one natural person or two or more natural persons each of whom are related to each other by blood, marriage, or adoption and who customarily reside and live together ~~and otherwise hold themselves out as a single housekeeping unit~~ or not more than two natural persons who are not related to each other by blood, marriage or adoption; and who customarily reside and live together; ~~and otherwise hold themselves out as a single housekeeping unit.~~ The decision as to whether two persons reside and constitute a qualifying family unit shall be a matter for the Board of Directors in their sole and unbridled discretion. ~~Once designated and accepted by the Board as a qualifying family unit, no change in persons so constituting the qualifying family unit may be made except for one time in any calendar year and no more than three times in any constituent partner's lifetime, but in all events such change in partner shall be subject to the Board's approval in its sole and unbridled discretion. Further, the biological or adopted children of only one person shall be entitled to golf privileges if they meet all of the following conditions: (a) said child or children are age 21 or less; and (b) such child or children are not married or co-habiting with any third party; and (c) said children do not have custodial children of their own, (i.e., grandchildren of the member); and (d) said children reside with the owner on a permanent basis, or in the case of college or graduate students, at such times as the student is not enrolled in a college or university. If a Living Unit is owned by two or more persons who are not a “family” and described above, or is owned by an entity which is not a natural person, the owner shall be required to select and designate one (1) family as defined above to utilize the golf membership. The Club may restrict the frequency of changes in such designation when there is no change in ownership of the Living Unit.~~

**AMENDMENT TO SECOND AMENDED AND RESTATED
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OF
HERITAGE BAY GOLF & COUNTRY CLUB**

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Sections 1.42 and 1.43 of the Second Amended and Restated Declaration of Covenants, Conditions and Restrictions of Heritage Bay Golf & Country Club, shall be amended as follows:

~~1.42~~ **“Voting Representative”** means the individual(s) appointed by each Neighborhood Association to be responsible for performing the duties specified within the Club Governing Documents, including casting votes of the members (except for the election of Directors) pursuant to Section 2 of the Bylaws of the Club.

~~1.43~~**1.42** **“Water Management Permit”** means the Environmental Resource Protection Permit No. 11-02234-P issued by the South Florida Water Management District to Heritage Bay, which permit includes the maintenance of the Club’s surface water management system, and is recorded as Exhibit “E” to the Declaration of Covenants, Conditions, and Restrictions for Heritage Bay.

**AMENDMENT TO SECOND AMENDED AND RESTATED
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RESOLVED: Section 4.0 of the Second Amended and Restated Declaration of Covenants, Conditions and Restrictions of Heritage Bay Golf & Country Club, shall be amended as follows:

4.0 CLUB MEMBERSHIP AND VOTING RIGHTS. ~~Every owner~~Owners of record legal title to a Living Unit within the Community shall ~~be a Golf member of the~~ have Club Membership rights as further defined in Sections 4.1 and 4.2 below. ~~Golf membership is appurtenant to, and may not be separated from, ownership of a Living Unit.~~ The rights, powers, duties and privileges of Owners and Club Members shall be as set forth in the Governing Documents, this Declaration, and in the Articles of Incorporation and Bylaws of the Club and all members agree to comply with same. Every Owner and Club Member agrees to abide by and be bound by the provisions of the Governing Documents, as amended from time to time.

**AMENDMENT TO SECOND AMENDED AND RESTATED
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Section 4.1(A), (B) and (C) of the Second Amended and Restated Declaration of Covenants, Conditions and Restrictions of Heritage Bay Golf & Country Club, shall be amended as follows:

4.1 Classes of Membership. The Club has one (1) class of voting membership, and two (2) classes of non-voting membership, as follows:

(A) Golf Club Membership (Voting). ~~Every Owner of a Living Unit shall be a Golf member and Golf membership has one (1) Club Membership. Club Membership is an appurtenance appurtenant to and may not be separated from ownership of a the Living Unit. Golf members shall be all owners of Living Units within the Community. Golf members have Full rights of use in the Common Areas and facilities amenities, including full golfing privileges are subject to the limitations in this Declaration, including Section 4.2 below, and in the Bylaws, including Section 2.6. The number of Living Units and Club Memberships is 1250. The Owners of each Living Unit have one (1) indivisible vote in all matters upon which members are entitled to vote. Pursuant to Section 2.1 of the Bylaws, if a Living Unit is owned by one (1) natural person, the right to vote on Club related matters 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 on all Club related matters 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. Except for temporary delegations as provided in Section 4.4 below, a Club Membership shall not be assignable and/or transferable by any method other than the sale, lease or conveyance of record legal title to the Living Unit to which it is appurtenant. Upon sale or other transfer of ownership of a Living Unit to which a membership is appurtenant, the transferor shall be deemed to have automatically assigned and transferred the Club Membership and its appurtenant voting privileges with his the property. A member's The rights to use the Club Common Areas and amenities, including the golf course and other Club recreation facilities shall be limited as set forth in this Declaration and in the Bylaws the Governing Documents. Any attempt to separate the Club Membership and its appurtenant voting privileges from the interest in real property upon which it is based shall be null and void.~~

(B) ~~Interim~~ Outside Membership (Non-Voting). The Board of Directors shall have the right, but not the obligation, to limit the number of ~~interim members~~ Outside Memberships who are not owners or residents of the Community, and who shall have no voting rights. ~~Interim~~ Outside Mmemberships for golf are limited to One-Hundred Twenty-Five (125) members and ~~interim~~ Outside Mmemberships for tennis are limited to One Hundred (100) members. While in good standing, such members have the right to enjoy the social and recreational facilities appropriate to their membership class. To remain in good standing, such members shall be obligated to timely pay all charges and annual dues in the amount established by the Board of Directors and not be suspended. Such memberships shall be good for not more than one year at a time, and may, upon expiration of any one-year term, be terminated at the discretion of the Board of Directors, with or without cause.

(C) ~~Transfer Member~~Membership (Non-Voting). ~~Transfer Mmembers~~ shall have use rights to the Club Common Areas and golf course as described in Section 2.6 of the Bylaws, as a result of a Club Mmembership being temporarily transferred to a lessee occupying a unit under a Lease. However, voting rights attendant to Club Membership are not and shall not be transferred or delegated to the Transfer Member under the terms of a Lease. ~~Transfer Mmembership~~ expires upon termination of the lease.

**AMENDMENT TO SECOND AMENDED AND RESTATED
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OF
HERITAGE BAY GOLF & COUNTRY CLUB**

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Section 4.1.1 of the Second Amended and Restated Declaration of Covenants, Conditions and Restrictions of Heritage Bay Golf & Country Club, shall be amended as follows:

4.1.1 “Member for the Day - Private Club.” In order to comply with the Florida State Alcoholic Beverages and Tobacco regulations relating to dispensing of alcoholic beverages pursuant to a private club liquor license, the Club may create a daily membership to facilitate dispensing of alcoholic beverages to daily guests of the Club. The Board shall be empowered to adopt rules and restrictions pertaining to the charges paid to the Club for daily membership. In all events, any daily guest who has been charged for and paid a greens fee for use of the golf course shall be considered a member for that day.

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Sections 4.2 of the Second Amended and Restated Declaration of Covenants, Conditions and Restrictions of Heritage Bay Golf & Country Club, shall be amended as follows:

4.2 Use of the Club Common Areas and Amenities Including the Golf Course.

(A) ~~___~~ The Owners of each ~~Lot or~~ Living Unit are entitled to ~~only one (1) Golf membership.~~ designate no more than two (2) persons as "Designated Club Members." The designations of the Designated Club Members may be changed only once in any twelve (12) month period ~~one calendar year.~~ The primary person designated must be an Owner of the Living Unit and is referred to as the "Designated Owner Member." The second person designated is referred to as the "Designated Member." The Designated Member must also be an Owner of the Living Unit or the Designated Member must reside together when at Heritage Bay with the Designated Owner Member. ~~Use rights in the Club Common Areas, including the golf course, for each such membership shall be limited to the persons comprising one (1) "family"~~ For purposes of this Section 4.2 only, "family" means one natural person or not more than two natural persons who are not related to each other by blood or adoption, who customarily reside and live together and otherwise hold themselves out as a single housekeeping unit. The decision as to whether two persons reside and constitute a qualifying family unit shall be a matter for the Board of Directors in their sole and unbridled discretion. Once designated and accepted by the Board as a qualifying family unit, no change in persons so constituting the qualifying family unit may be made except for one time in any calendar year and no more than three times in any constituent partner's lifetime, but in all events such change in partner shall be subject to the Board's approval in its sole and unbridled discretion.

(B) ~~___~~ Further, the ~~biological or adopted~~ custodial children or grandchildren of ~~only one~~ either of the Designated Club Members ~~persons~~ shall be entitled to utilize all golf privileges Club Common Areas and Amenities, including the golf course, if they meet all of the following conditions: (a) said child or children are age 21 or less; and (b) such child or children are not married or cohabitating with any third party; and (c) said child or children do not reside in the Living Unit with ~~have~~ custodial children of their own, (i.e., grandchildren of the member); and (d) said child or children reside with the one of the Designated Club Members in the Living Unit ~~owner~~ owner on a permanent basis, or in the case of college or graduate students, at such times as the student is not enrolled in a college or university.

(C) ~~___~~ If a Living Unit is ~~owned by two or more persons who are not a "family" as described above,~~ or is owned by an entity which is not a natural person, the ~~owner~~ Owner(s)/trustees

of the entity shall be required to select and designate ~~one (1) family as defined above to utilize the golf membership.~~ the Designated Club Members to use Club Common Areas and Amenities, including the golf course as described in Section 4.2(A). The Club may restrict the frequency of changes in such designations when there is no change in ownership of the Living Unit.

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Section 4.4 of the Second Amended and Restated Declaration of Covenants, Conditions and Restrictions of Heritage Bay Golf & Country Club, shall be amended as follows:

4.4 Delegation of Use Rights In Club Common Areas and Amenities Including the Golf Course.

(A) Guests initially accompanied by a Golf Designated Club Member under Section 4.2, shall have the right to use the Club Common Areas and amenities, including the golf course, but only to the extent provided in Section 2.6 of the Bylaws, or in the Club's Rules and Regulations, and subject to the conditions, limitations and restrictions as may be stated therein. A fee may be imposed for such usage delegation, not necessarily limited by or related to the cost of processing the delegation.

(B) Each Designated Owner Member of a Living Unit shall be financially and legally responsible to the Club for the actions and debts to the Club of any person to whom the a Designated Member has delegated his right to use the Common Areas and Amenities, including the Golf Course. The Designated Owner Member of a Living Unit may not delegate the obligation to pay Club assessments.

(C) Upon the lease of a Living Unit to which a membership is appurtenant, the lessor may retain the right to use the membership may be retained by the Owners, in which case the tenant(s) shall have no such membership rights. If a the membership is transferred to approved tenant(s), delegates his privileges to a tenant residing in his Living Unit, the member Owners(s) shall not be entitled to use of the Club Common Areas and Amenities, including the golf course, facilities, except as a guest of another Golf a Designated Club Member or a Transfer Member, during the period of the delegation.

**AMENDMENT TO SECOND AMENDED AND RESTATED
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Section 4.5 of the Second Amended and Restated Declaration of Covenants, Conditions and Restrictions of Heritage Bay Golf & Country Club, shall be amended as follows:

4.5 Separation of Ownership. The ownership of a Living Unit may not be separated or separately conveyed. nor may any person who does not own record legal title to at least one Living Unit, hold Golf membership in the Association.

**AMENDMENT TO SECOND AMENDED AND RESTATED
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Section 4.7 of the Second Amended and Restated Declaration of Covenants, Conditions and Restrictions of Heritage Bay Golf & Country Club, shall be amended as follows:

4.7 Minimum Purchases. The Club may implement a policy that requires ~~each Golf Designated Club Members~~ to purchase from the Club at least a minimum amount of food or beverages per Living Unit ~~from the Club~~, or to be billed for the minimum amount.

**AMENDMENT TO THE SECOND AMENDED AND RESTATED
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Section 6.4 of the Second Amended and Restated Declaration of Covenants, Conditions and Restrictions of Heritage Bay Golf & Country Club, shall be deleted in its entirety and replaced with the following:

6.4 Compliance and Enforcement. ~~Any decisions of the ARC shall be enforced by the Neighborhood Association involved, as well as by the Club. If any ARC decision pertaining to a Neighborhood is not adhered to or prior written approval of the ARC has not been obtained by an Owner, the Neighborhood Association or Club shall have the right to seek compliance and enforcement against the Owner. If any ARC decision pertaining to a Neighborhood is not adhered to or prior written approval of the ARC has not been obtained by the Neighborhood Association, the Club shall have the right to seek compliance and enforcement against the Neighborhood Association. Under either circumstance, enforcement may consist of any and all remedies available under Florida law, including but not limited to, the imposition of fines, not to exceed \$1,000.00 for Owners and \$5,000.00 for Neighborhood Associations, mandatory presuit mediation, and litigation to enjoin any violation or breach of the ARC decisions, Design Review Guidelines or provisions of the Governing Documents. Any legal action shall allow the prevailing party to be awarded reasonable attorney's fees including fees incurred in any appeals thereof, and costs.~~

**AMENDMENT TO SECOND AMENDED AND RESTATED
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Section 11.4 of the Second Amended and Restated Declaration of Covenants, Conditions and Restrictions of Heritage Bay Golf & Country Club, shall be amended as follows:

11.4 Neighborhood Association Voting. The Club Bylaws shall provide a procedure by which its members who are entitled to cast votes as members of the Club may cast their votes ~~and have their votes cast by and through their Voting Representatives, as applicable,~~ on Club matters. Except as otherwise provided in the Bylaws, the Club shall poll its members "at large" and collect and tabulate its members' votes on all matters as to which Club members are entitled to vote at Club membership meetings. In the event of a conflict between the Club Governing Documents and Neighborhood Documents as it pertains to voting on Club matters, the terms and conditions of the Club Governing Documents shall prevail. ~~Voting Representatives shall formally cast votes on behalf of, and as decided and directed by, the Club members from their respective Neighborhood Associations at Club membership meetings, as provided more fully in the Club Bylaws.~~

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

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A new **Section 2.1** of the Amended and Restated Bylaws of Heritage Bay Golf & Country Club, Inc., shall be amended as follows:

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.

**AMENDMENT TO AMENDED AND RESTATED
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A new **Section 2.2** of the Amended and Restated Bylaws of Heritage Bay Golf & Country Club, Inc., shall be amended as follows:

Section 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 by ballot in person at the ~~(by a meeting-Ballot)~~, or by a limited proxy, ~~and~~ pursuant to the voting procedures 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.

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HERITAGE BAY GOLF & COUNTRY CLUB, INC.**

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Section 2.5 of the Amended and Restated Bylaws of Heritage Bay Golf & Country Club, Inc., shall be amended as follows:

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.

**AMENDMENT TO AMENDED AND RESTATED
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Section 2.6 of the Amended and Restated Bylaws of Heritage Bay Golf & Country Club, Inc., shall be amended as follows:

2.6 Delegation of Rights to Use Club Common Areas and Amenities, Including the Golf Course.

(A) In accordance with Section 4.4 of the Declaration, ~~of Covenants, Conditions and Restrictions~~, a Designated Club Member may delegate his use privileges to use the Club Common Areas and Amenities, including the golf course ("Club Amenities") to: ~~(1) A a reasonable number of guests if initially accompanied by either of the Designated Club Members. Guests shall be subject to payment of guest fees for use of any Club Amenities; or (2)~~

(B) Also in accordance with Section 4.4(C) of the Declaration, the use privileges to the Club Amenities may be delegated to Residential approved tenants who reside in the Living Unit member's parcel. Said tenants are not subject to payment of guest fees for use of any Club Amenities, but are responsible for Transfer Membership Fees.

~~(B)(1)~~ In the case of approved residential tenants, of the member's parcel, the delegating member must give prior written notice must be given to the Club of any such delegation of use rights to the Club Amenities. 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 approved tenant as the Board shall require.

~~(C)(2)~~ A member who has delegated his Once use privileges have been transferred to approved tenants, and is not in residence in Heritage Bay Golf & Country Club, Owners may not use Club Common Areas Amenities, during the period of the delegation, except as a guest of another Designated Club Member or a Transfer Member. A member may not be the guest of his tenant.

~~(D)~~(C) Designated Owner Members shall be responsible for keeping the Club informed as to the identity and relationship of any persons who normally and/or permanently reside with the Designated Owner Member and intend to utilize the Club Common Areas Amenities.

~~(E)~~(D) The Board of Directors may limit the number of guests or the frequency or duration of any Designated Club 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.

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

NOTE: New language is underlined; language being deleted is shown in ~~stricken~~ type.

Section 3.2 of the Amended and Restated Bylaws of Heritage Bay Golf & Country Club, Inc., shall be amended as follows:

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.

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

NOTE: New language is underlined; language being deleted is shown in ~~stricken~~ type.

Section 3.3 of the Amended and Restated Bylaws of Heritage Bay Golf & Country Club, Inc., shall be amended as follows:

3.3 Quorum. A quorum shall be attained at a members meeting by the presence in person or by proxy 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.

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

NOTE: New language is underlined; language being deleted is shown in ~~stricken~~ type.

Section 3.4 of the Amended and Restated Bylaws of Heritage Bay Golf & Country Club, Inc., shall be amended as follows:

3.4 Vote Required to Transact Business. The acts or resolutions approved by at least a majority of the votes cast in person or by proxy 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.

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

NOTE: New language is underlined; language being deleted is shown in ~~stricken~~ type.

Section 3.5 of the Amended and Restated Bylaws of Heritage Bay Golf & Country Club, Inc., shall be amended as follows:

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.

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

NOTE: New language is underlined; language being deleted is shown in ~~stricken~~ type.

Section 3.7 of the Amended and Restated Bylaws of Heritage Bay Golf & Country Club, Inc., shall be deleted in its entirety and reserved for future use:

3.7 (RESERVED)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:~~

~~Receive Club notices, but Club notices which pertain to voting matters shall also be sent directly from the Club to each Club member;~~

~~Represent the members of that particular Neighborhood Association at Club meetings;~~

~~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.~~

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

NOTE: New language is underlined; language being deleted is shown in ~~stricken~~ type.

Section 3.14 of the Amended and Restated Bylaws of Heritage Bay Golf & Country Club, Inc., shall be amended as follows:

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

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

NOTE: New language is underlined; language being deleted is shown in ~~stricken~~ type.

Section 8.2(B) of the Amended and Restated Bylaws of Heritage Bay Golf & Country Club, Inc., shall be amended as follows:

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:

(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.

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

NOTE: New language is underlined; language being deleted is shown in ~~stricken~~ type.

Section 9.1 of the Amended and Restated Bylaws of Heritage Bay Golf & Country Club, Inc., shall be amended as follows:

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