

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 the duly called Annual Meeting of the members held on March 23, 2023, where a quorum was present, after due notice, the resolutions set forth below were approved by the votes indicated for the purpose of amending the Second Amended and Restated Declaration of Covenants, Conditions and Restrictions of Heritage Bay Golf & Country Club, and the Amended and Restated Bylaws of Heritage Bay Golf & Country Club, Inc., recorded at Official Records Book 5639, Page 0279, *et seq.*, Public Records of Collier County, Florida, by amending Section 8.4, and Section 11.5, of the Second Amended and Restated Declaration of Covenants, Conditions and Restrictions, and Section 4.4, Section 4.5, Section 4.6, and Section 7.11, of the Amended and Restated Bylaws.

1. The following resolution was approved and adopted by the affirmative vote of at least two-thirds ($\frac{2}{3}$) of those members eligible to vote and present, in person or by proxy.

RESOLVED: That Section 8.4 and Section 11.5 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 as Exhibit "A."

2. The following resolution was approved and adopted by the affirmative vote of at least two-thirds ($\frac{2}{3}$) of the voting interests present and voting in person or by proxy.

RESOLVED: That Section 4.4, Section 4.5, Section 4.6, and Section 7.11 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 as Exhibit "B."

**HERITAGE BAY GOLF & COUNTRY CLUB,
INC.**

Stephanie McIntosh
Witness Signature

By: Robert G. Dubester
Robert G. Dubester, President

Print Name: Stephanie McIntosh

Nathan B. Freeland
Witness Signature

Print Name: Nathan B. Freeland

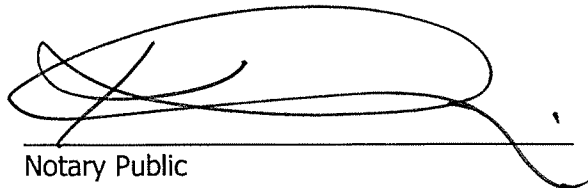
STATE OF FLORIDA)
) ss
COUNTY OF COLLIER)

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 4 day of April, 2023, by Robert G. Dubester, 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.



Kathryn Geiman
Comm.: HH 123816
My Commission Expires:
April 28, 2025

(SEAL)



Notary Public

Kathryn Geiman
Printed Name

My Commission Expires: April 28, 2025

**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 OUT TEXT.

Section 8.4 of the Second Amended and Restated Declaration of Covenants, Conditions and Restrictions of Heritage Bay Golf & Country Club, shall be amended as follows:

8.4 Maintenance and Alteration. The Club is responsible for the maintenance, repair, replacement, insurance, protection and control of all Common Areas in accordance with all applicable laws, and shall keep the same in good, safe, clean, attractive and sanitary condition, and in good working order at all times. There shall be no material alterations of or substantial additions to the Club ~~Community~~ Common Areas costing more than \$400,000 ~~\$300,000~~, in the aggregate during any fiscal year unless first approved by 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. ~~; and there shall be no material alteration of or substantial additions to the Golf Common Areas costing more than \$300,000 in the aggregate during any fiscal year unless first approved by 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.~~ However, if work that is reasonably necessary to meet the Club's obligations under the first sentence of this Section 8.4 also constitutes a material alteration or substantial addition, no prior membership approval is required.

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

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Section 11.5 of the Second Amended and Restated Declaration of Covenants, Conditions and Restrictions of Heritage Bay Golf & Country Club, shall be amended as follows:

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

(A) Voting Housing Group 1 – shall consist of the following Neighborhood(s):

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

(B) Voting Housing Group 2 – shall consist of the following Neighborhood(s):

Veranda I at Heritage Bay	(60 Living Units)
Veranda II at Heritage Bay	(48 Living Units)
Veranda III at Heritage Bay	(28 Living Units)
Veranda IV at Heritage Bay	(48 Living Units)
Veranda V at Heritage Bay	(48 Living Units)
Veranda VI at Heritage Bay	(24 Living Units)
Veranda VII at Heritage Bay	(60 Living Units)
<u>Veranda VIII at Heritage Bay</u>	<u>(48 Living Units)</u>
Total	(364 Living Units)

(C) Voting Housing Group 3 – shall consist of the following Neighborhood(s):

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

(D) Voting Housing Group 4 – shall consist of the following Neighborhood(s):

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

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

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Section 4.4 of the Amended and Restated Bylaws of Heritage Bay Golf & Country Club, Inc., shall be amended as follows:

4.4 Nominations and Elections. ~~The All Members in each voting group~~ are entitled to vote in the election of the all nine Directors that represent their voting group, as well as in the election of a Director 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/she 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 Housing Group voting group, and is therefore eligible to run as a candidate from multiple Housing Groups voting groups, that candidate is only eligible to run and be placed on the ballot to run for the Board from one Housing Group 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 Housing Group voting group or run as a candidate "at large" but not both. All eligible persons giving timely written notice of desire to be a candidates 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 Housing Group 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 in each Housing Group ~~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 Housing Group ~~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 housing ~~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 Housing Group ~~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 Housing Group ~~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.

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Section 4.5 of the Amended and Restated Bylaws of Heritage Bay Golf & Country Club, Inc., shall be amended as follows:

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 possibly 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 Housing Group of 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 in Sections 4.2 through 4.4 above.

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Section 4.6 of the Amended and Restated Bylaws of Heritage Bay Golf & Country Club, Inc., shall be amended as follows:

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 ~~of the voting group~~ which elected that Director. Directors may also be removed as provided in Section 4.8 below.

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Section 7.11 of the Amended and Restated Bylaws of Heritage Bay Golf & Country Club, Inc., shall be amended as follows:

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, ~~excluding named storm special assessments,~~ 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. Special Assessments for the repair of damages caused by a named storm shall not exceed \$200 per parcel per named storm 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.