

2/21/2024 4:14 PM

PREPARED BY AND RETURN TO:

David L. Boyette, Esquire
Adams and Reese LLP
1515 Ringling Boulevard, Suite 700
Sarasota, Florida 34231

KAREN E. RUSHING

**CLERK OF THE CIRCUIT COURT
SARASOTA COUNTY, FLORIDA**

SIMPLIFILE

Receipt # 3146111

**CERTIFICATE OF AMENDMENTS TO AMENDED AND RESTATED
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS AND
AMENDED AND RESTATED BYLAWS FOR HERITAGE OAKS GOLF & COUNTRY
CLUB, INC.**

WHEREAS, the Declaration of Covenants, Conditions and Restrictions for Heritage Oaks Golf & Country Club, Inc. were originally recorded on July 24, 1997 at Official Records Book 2994, Page 2529 of the Public Records of Sarasota County, Florida;

WHEREAS, the Amended and Restated Declaration of Covenants, Conditions and Restrictions and Amended and Restated Bylaws for Heritage Oaks Golf & Country Club, Inc. as of February 22, 2023 were recorded on March 14, 2023 at Instrument 2023040689 of the Public Records of Sarasota County, Florida;

WHEREAS, pursuant to Section 15.5 thereof, the Amended and Restated Declaration of Covenants were amended to delete section 1.33, add a new section 5.27 and edit sections 11.5 and 11.6 by greater than two-thirds of the voting interests of members present in person or by proxy and voting at a February 16, 2024 special meeting of the Association which was duly and properly noticed;

WHEREAS, pursuant to Section 8.2 thereof, the Amended and Restated Bylaws were amended to delete section 3.6 and edit sections 2.2, 2.5, 2.7, 3.1 and 4.4 by greater than two-thirds of the voting interests present in person or by proxy and voting at a February 16, 2024 special meeting of the Association which was duly and properly noticed;

WHEREAS, the above described amendments to the Declaration of Covenants and Bylaws were duly adopted and attached hereto is a true and correct copy of the Amended and Restated Declaration of Covenants, Conditions and Restrictions and Amended and Restated Bylaws for Heritage Oaks Golf & Country Club, Inc. as of February 16, 2024;

NOW THEREFORE, the undersigned President of Heritage Oaks Golf & Country Club, Inc. hereby certifies that (i) all of the above recitals are true and correct, (ii) the amendments to delete section 1.33, add a new section 5.27 and edit sections 11.5 and 11.6 of the Declaration of Covenants and the amendments to delete section 3.6 and edit sections 2.2, 2.5, 2.7, 3.1 and 4.4 of the Bylaws were duly adopted at a properly noticed special meeting of the Association and (iii) attached hereto is a true and correct copy of the Amended and Restated Declaration of Covenants, Conditions and Restrictions and Amended and Restated Bylaws for Heritage Oaks Golf & Country Club, Inc. as of February 16, 2024.

Kelly A. Troche
Signature of Witness

Kelly A. Troche
Print or Type name

Greg Hirst
Signature of Witness

GREG HIRST
Print or Type name

HERITAGE OAKS GOLF & COUNTRY
CLUB, INC.

P.J. Henning
P.J. Henning, President

STATE OF FLORIDA
COUNTY OF Sarasota

The foregoing instrument was acknowledged before me by means of ✓ physical presence or _____ online notarization, this 20 day of February, 2024 by P.J. Henning as President of Heritage Oaks Golf and Country Club, Inc.

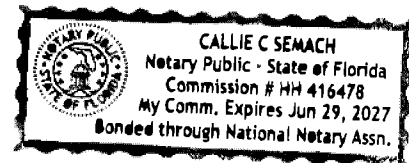
Callie C Semach
Notary Public

Callie C. Semach
Print Name of Notary Public

My Commission Expires: June 29, 2027

Commission No.: HH 416478

Personally Known ✓ or Produced Identification _____
Type of Identification Produced _____



HERITAGE OAKS GOLF & COUNTRY CLUB, INC.
Proposed Amendment to Amended and Restated
Declaration of Covenants, Conditions and Restrictions

(To add a new Section 5.27 dealing with common area maintenance.)
(Substantial rewording. See governing documents for current text)

5.27 Maintenance of Designated Areas. The areas designated in this section 5.27 shall be maintained (not including trimming trees) by the Club, Members and Neighborhood Associations as specified in this section 5.27, regardless of who owns these areas. As to all other areas which are open space and not covered by structures, walkways or paved parking facilities, these areas shall be maintained by their owner pursuant to sections 5.4 and 5.5, including trimming trees.

(A) All Members who own a Lot shall be responsible for mowing the grass and otherwise maintaining the land (not including trimming trees) which lies between the front lot line of the Lot and the edge of the pavement of the abutting street.

(B) All Members who own a Lot which abuts a lake, pond or other water retention area (“body of water”) shall be responsible for mowing the grass and otherwise maintaining the land (not including trimming trees) which lies between the rear lot line of the Lot and the body of water, except, however, the Member shall not mow the grass or otherwise enter upon the three (3) foot “no mow” zone immediately next to the edge of the water which shall be maintained by the Club.

(C) All Members who own a Lot shall be responsible for mowing the grass and otherwise maintaining the land (not including trimming trees) which lies between the rear lot line of the Lot and the Golf Course perimeter.

(D) All Neighborhood Associations which own land that abuts a street shall be responsible for mowing the grass and otherwise maintaining the land (not including trimming trees) which lies between the land owned by the Neighborhood Association and the edge of the pavement of the abutting street.

(E) All Neighborhood Associations which own land which abuts a lake, pond or other water retention area (“body of water”) shall be responsible for mowing the grass and otherwise maintaining the land (not including trimming trees) which lies between the land owned by the Neighborhood Association and the body of water, except, however, the Neighborhood Association shall not mow the grass or otherwise enter upon the three (3) foot “no mow” zone immediately next to the edge of the water which shall be maintained by the Club.

(F) All Neighborhood Associations which own land that abuts the Golf Course shall be responsible for mowing the grass and otherwise maintaining the land (not including trimming trees) which lies between the land owned by the Neighborhood Association and the Golf Course perimeter.

(G) To the extent this sub-section 5.27 (G) is inconsistent with the provisions in sub-sections 5.27 (A) to (F), or with any other provisions in the Declaration, this sub-section 5.27 (G) shall control. The Club shall be responsible for mowing the grass and otherwise maintaining (not including trimming trees) the following parcels:

Parcel A-1, Heritage Oaks Golf and Country Club Unit I, Plat Book 39, Page 7-K
Parcel A-2, Heritage Oaks Golf and Country Club Unit I, Plat Book 39, Page 7-K
Parcel B-2, Heritage Oaks Golf and Country Club Unit III, Plat Book 39, Page 27-E
Parcel B-3, Heritage Oaks Golf and Country Club Unit III, Plat Book 39, Page 27-E
Parcel B-4, Heritage Oaks Golf and Country Club Unit III, Plat Book 39, Page 27-E
Parcel C-2, Heritage Oaks Golf and Country Club Unit IV, Plat Book 39, Page 34-B
Parcel E-2, Heritage Oaks Golf and Country Club Unit VIII, Plat Book 40, Page 17-D
Parcel D-2, Heritage Oaks Golf and Country Club Unit VIII, Plat Book 39, Page 17-C
Parcel D-1, Heritage Oaks Golf and Country Club Unit VIII, Plat Book 39, Page 17-B (Berm area only)
Parcel G-6, Heritage Oaks Golf and Country Club Unit XIV, Plat Book 42, Page 27-D
Parcel G-6, Heritage Oaks Golf and Country Club Unit XIV, Plat Book 42, Page 27-E
Parcel G-3, Heritage Oaks Golf and Country Club Unit XIV, Plat Book 42, Page 27-F
Parcel G-4, Heritage Oaks Golf and Country Club Unit XIV, Plat Book 42, Page 27-G
Parcel G-5, Heritage Oaks Golf and Country Club Unit XIV, Plat Book 42, Page 27-G
Parcel F-2, Heritage Oaks Golf and Country Club Unit XIII, Plat Book 42, Page 6-D
Parcel F-1, Heritage Oaks Golf and Country Club Unit XIII, Plat Book 42, Page 6-D (Berm area only)

(H) The attached "Land Maintenance Analysis" with 74 aerial photos ("the Photos") is intended to describe and depict the common areas specified in 5.27 (A) to (G). To the extent the Photos show any common areas which are not specified in and covered by 5.27 (A) to (G), the Photos and Land Maintenance Analysis shall control as to who shall maintain these areas. Otherwise, 5.27 (A) to (G) shall control.

HERITAGE OAKS GOLF and COUNTRY CLUB
LAND MAINTENANCE ANALYSIS

September 25, 2023

PAGE #	ASSOCIATION	NUMBER OF UNITS	DESCRIPTION	HERITAGE OAKS ACRES MAINTAINED BY ASSOC	ASSOCIATION ACRES MAINTAINED BY HOGCC	COMMENTS
1	Club Homes 1	28	Chase Oaks - rear	0.25	0	
2	Club Homes 2	28	North side of Blue Ash - street	0.05	0	
3	Club Homes 2		North side of Blue Ash - rear	0.05	0	
4	Club Homes 2		South side of Blue Ash - street	0.11	0	
5	Club Homes 2		South side of Blue Ash - rear	0.09	0	
6	Club Homes 3	28	Mahogany Run Ave - street	0.23	0	
7	Club Homes 3		Mahogany Run Ave - rear	0.17	0	
8	Club Homes 4	30	Mahogany Run Ave - street	0.17	0	
9	Club Homes 5	24	Mahogany Run Ave - street	0.1	0	
10	Club Homes 5		Mahogany Run Ave - rear	0.23	0	
11	Club Homes 6	22	East side Chase Oaks - rear and side	0.09	0	
12	Club Homes 6		East side Chase Oaks - street	0.05	0	
13	Club Homes 6		West side Chase Oaks - street	0.16	0	
14	Club Homes 6		West side Chase Oaks - north side wedge	0.05	0	
15	Club Homes 6		West side Chase Oaks - rear and south wedge	0.19	0	
16	Club Homes 7	24	Chase Oaks - street	0.25	0	Rear adjoins to golf course #1 & #17
17	Club Homes 8	32	Peppermill - street	0.21	0	
18	Club Homes 8		Peppermill - rear	0.38	0	
19	Club Homes 9	30	Peppermill - street - 16 tee	0.08	0	
20	Club Homes 9		Peppermill - rear - 16 tee	0.09	0	
21	Club Homes 9		Peppermill - street	0.24	0	
22	Club Homes 9		Peppermill - rear - large pond	0.17	0	
23	Club Homes 9		Peppermill - rear - small pond	0.07	0	
24	Golf Villas	165	West side Chase Oaks - street - hole 3	0.21	0	

HERITAGE OAKS GOLF and COUNTRY CLUB
LAND MAINTENANCE ANALYSIS

September 25, 2023

PAGE #	ASSOCIATION	NUMBER OF UNITS	DESCRIPTION	HERITAGE OAKS ACRES MAINTAINED BY ASSOC	ASSOCIATION ACRES MAINTAINED BY HOGCC	COMMENTS
25	Golf Villas		West side Chase Oaks - rear - hole 3	0.44	0	
26	Golf Villas		East side Chase Oaks - street - 3rd to 4 hole	0.03	0	
27	Golf Villas		East side Chase Oaks - rear - 3rd to 4 hole	0.12	0	
28	Golf Villas		East side Chase Oaks - street - hole 4	0.16	0	Rear adjoins to golf course #4
29	Golf Villas		West side Samoset - street	0.23	0	
30	Golf Villas		West side Samoset - rear	0.14	0	
31	Golf Villas		North side Samoset & Diamond Head - street - hole 4 green	0.08	0	Rear adjoins to golf course #4
32	Golf Villas		South side Legacy - street - hole 4	0.24	0	
33	Golf Villas		South side Legacy - rear - hole 4	0.29	0	
34	Golf Villas		Norht side Samoset - street - hole 5	0.2	0	
35	Golf Villas		North side Samoset - rear - hole 5	0.32	0	
36	Golf Villas		South side Samoset - street - hole 6 & 7 tee	0.36	0	
37	Golf Villas		East side Samoset - street - hole 7	0.15	0	
38	Golf Villas		North side Legacy - street	0.24	0	
39	Golf Villas		North side Legacy - rear - preserve	0.31	0	
40	Single Family	69	West side Bethpage & Chase Oaks - street - hole 2	0.45	0	
41	Single Family		West side Bethpage & Chase Oaks - rear - hole 2	0.32	0	
42	Single Family		West side Chase Oaks - street - hole 3	0.2	0	

HERITAGE OAKS GOLF and COUNTRY CLUB
LAND MAINTENANCE ANALYSIS

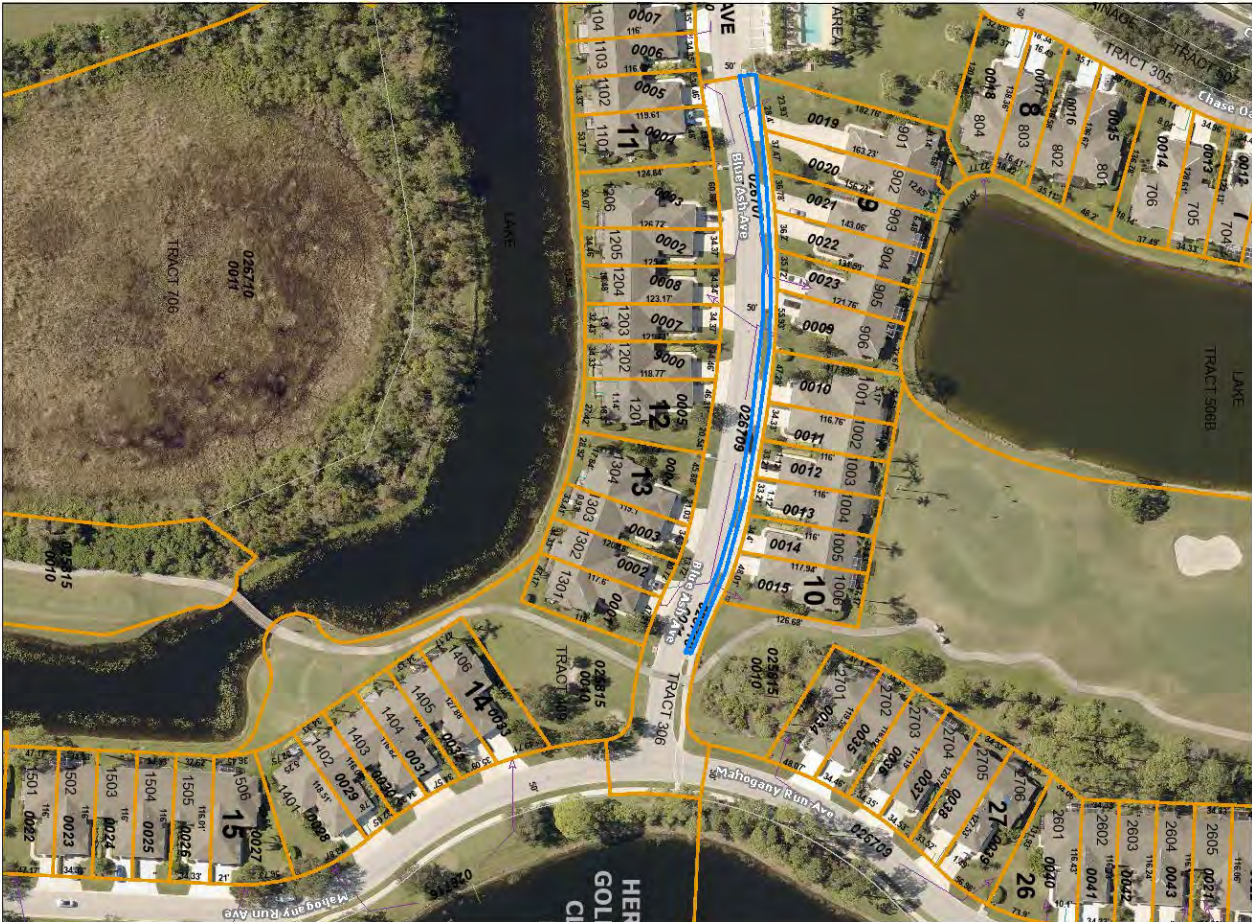
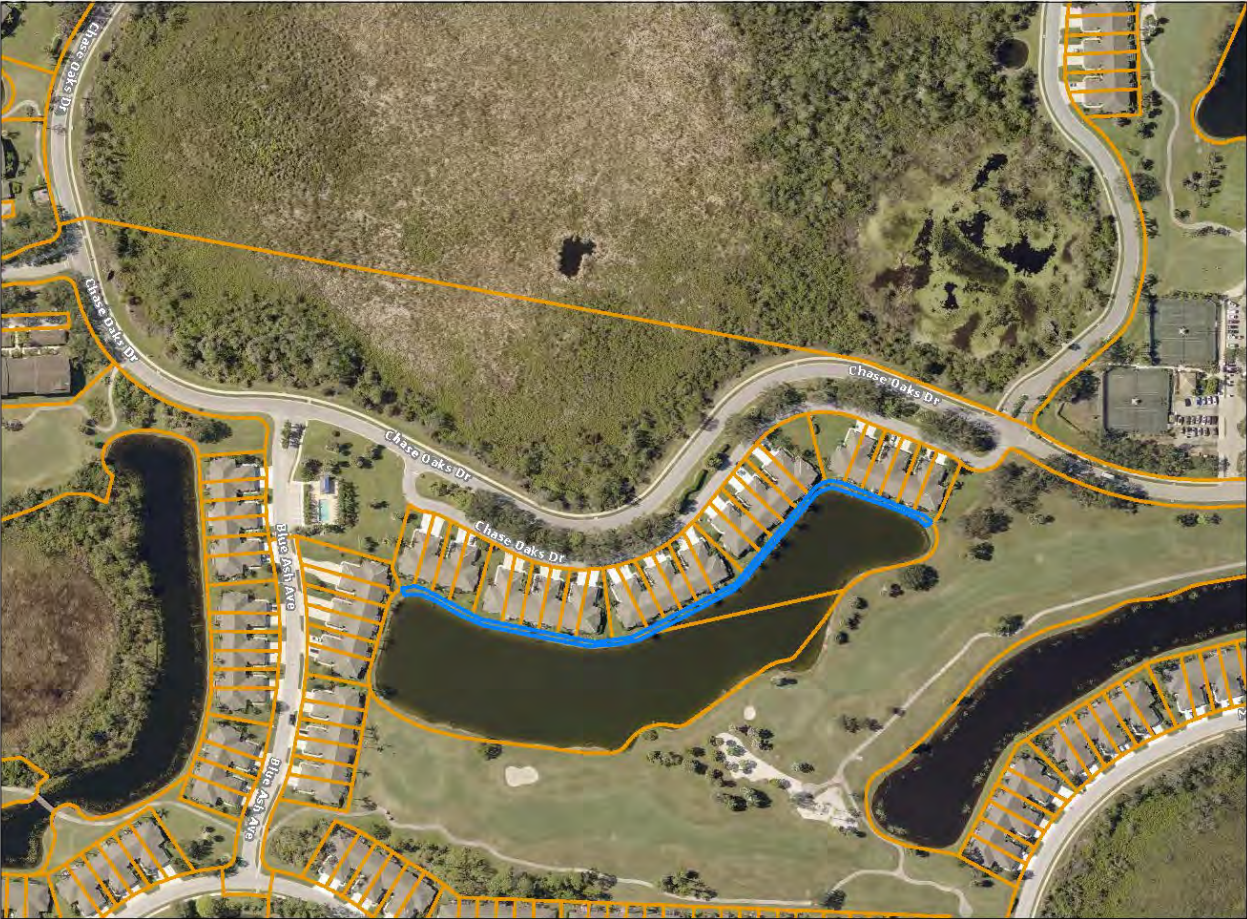
September 25, 2023

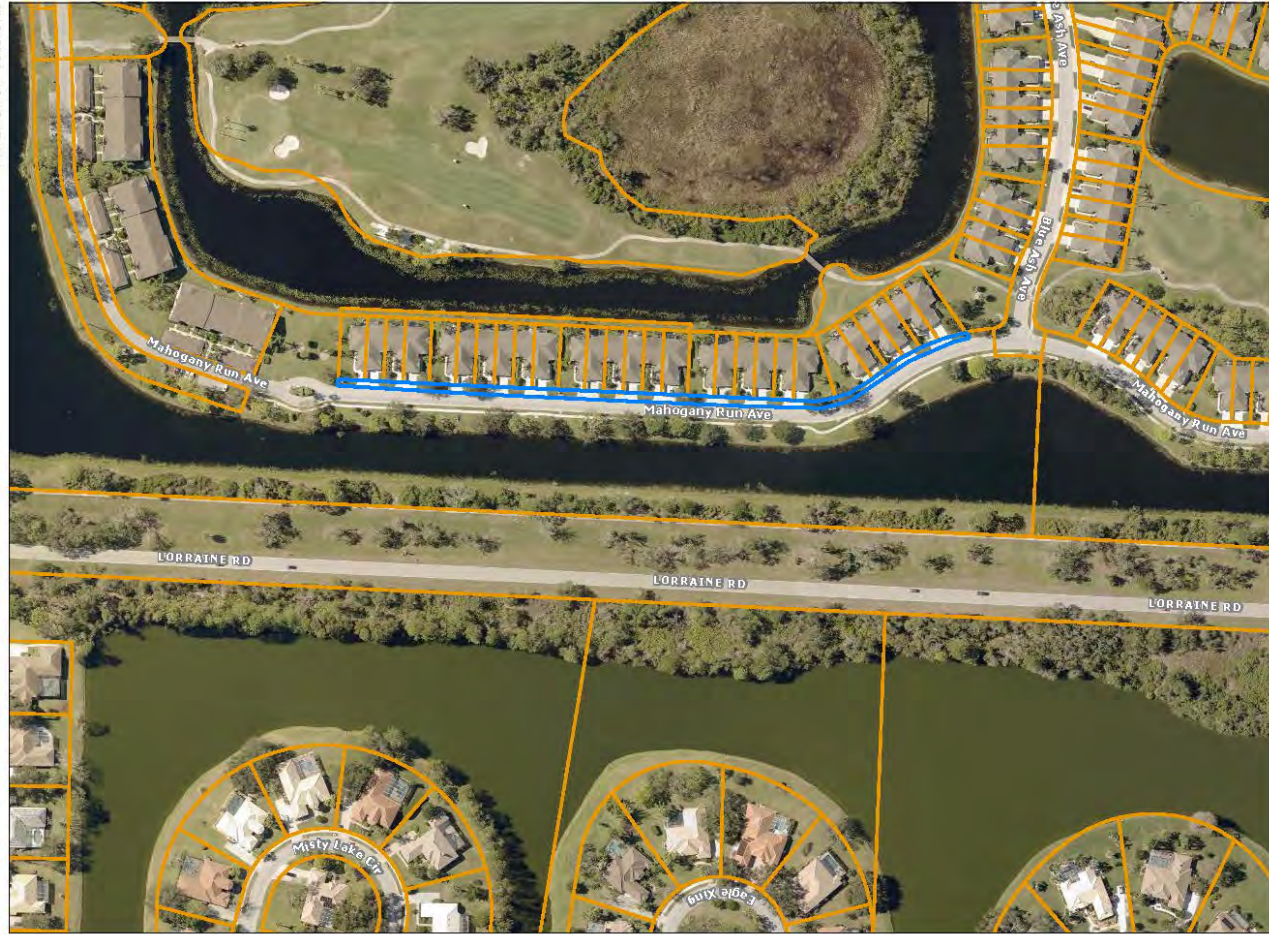
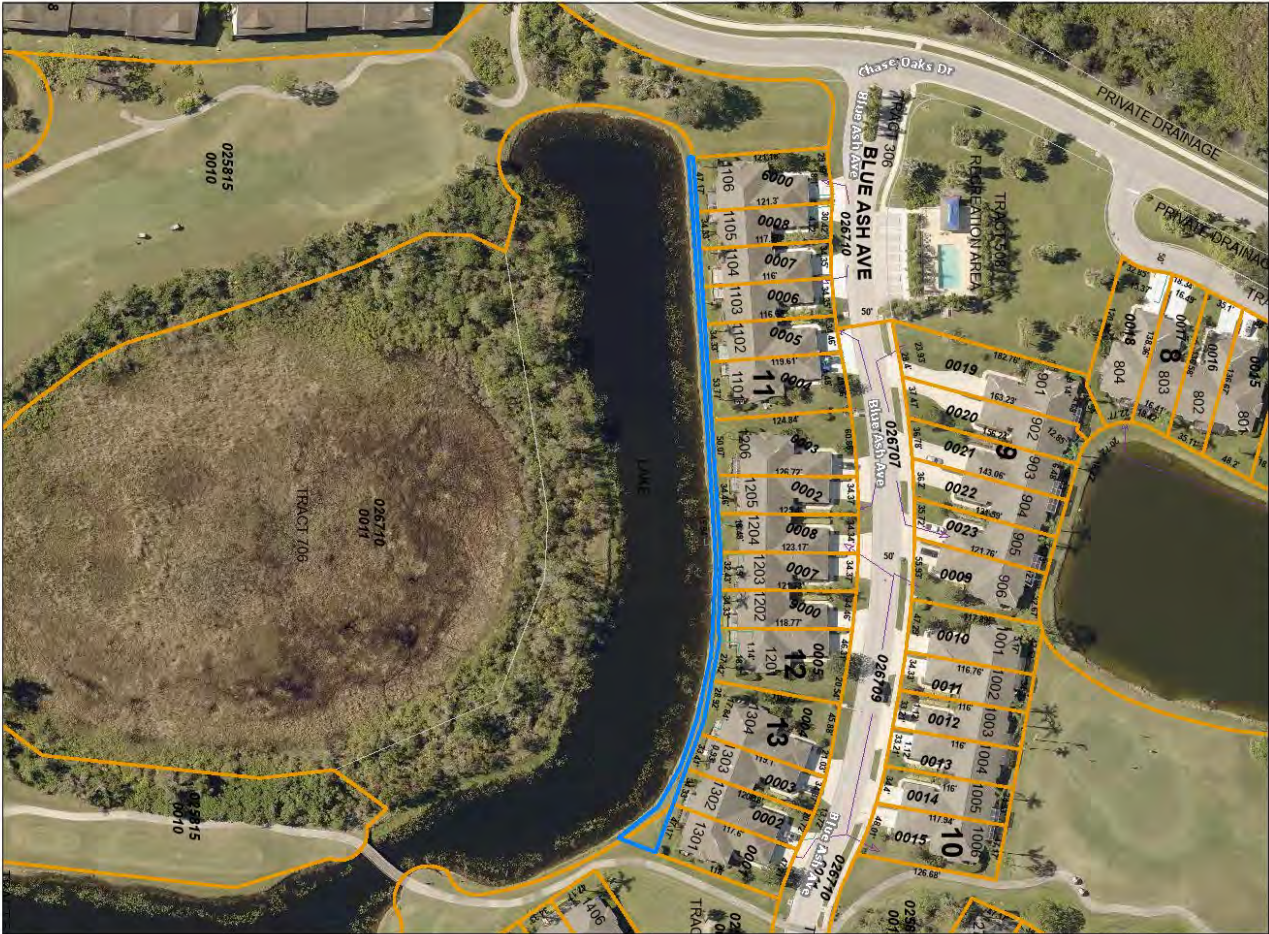
PAGE #	ASSOCIATION	NUMBER OF UNITS	DESCRIPTION	HERITAGE OAKS ACRES MAINTAINED BY ASSOC	ASSOCIATION ACRES MAINTAINED BY HOGCC	COMMENTS
43	Single Family		West side Chase Oaks - rear - hole 3	0.55	0	
44	Single Family		East side Chase Oaks - street	0.31	0	
45	Single Family		East side Chase Oaks - rear - preserve/lake	0.51	0	
46	Single Family		West side Chase Oaks - street - hole 18	0.22	0	
47	Single Family		North side Chase Oaks - street - front entrance - #8 tees	0.24	0	
48	Single Family		North side Chase Oaks - rear - lake	0.08	0	Between Samoset and Bethpage
49	Single Family		North side Chase Oaks - street - front entrance - #8 tees	0.18	0	Between Samoset and Bethpage
50	Patio Homes	38	South side Legacy - street - hole 5 & cul-de-sac	0.27	0	
51	Patio Homes		North side Legacy - street - hole 5 & cul-de-sac	0.34	0	
52	Patio Homes		North side Legacy - rear - preserve	0.43	0	
53	Veranda 1	48	Bardmoor - south east berm	0	0.34	
54	Veranda 1		Bardmoor - north east berm	0	0.51	
55	Veranda 1		Rear of buildings - hole 13	0.37	0	
56	Veranda 2	36	Bardmoor - south berm	0	0.15	
57	Veranda 2		Bardmoor - Mahogany berm	0	0.32	
58	Veranda 2		Rear of buildings - hole 13	0.15	0	
59	Veranda 3	36	Mahogany Run berm area between parking & lake	0	0.61	
60	Veranda 3		Rear of buildings - Mahogany Run	0.1	0	
61	Veranda 4	44	Bardmoor - north west berm	0	0.77	
62	Veranda 4		Bardmoor - south west berm	0	0.3	
63	Veranda 4		Rear of bulidings - Hyland Hills	0.12	0	

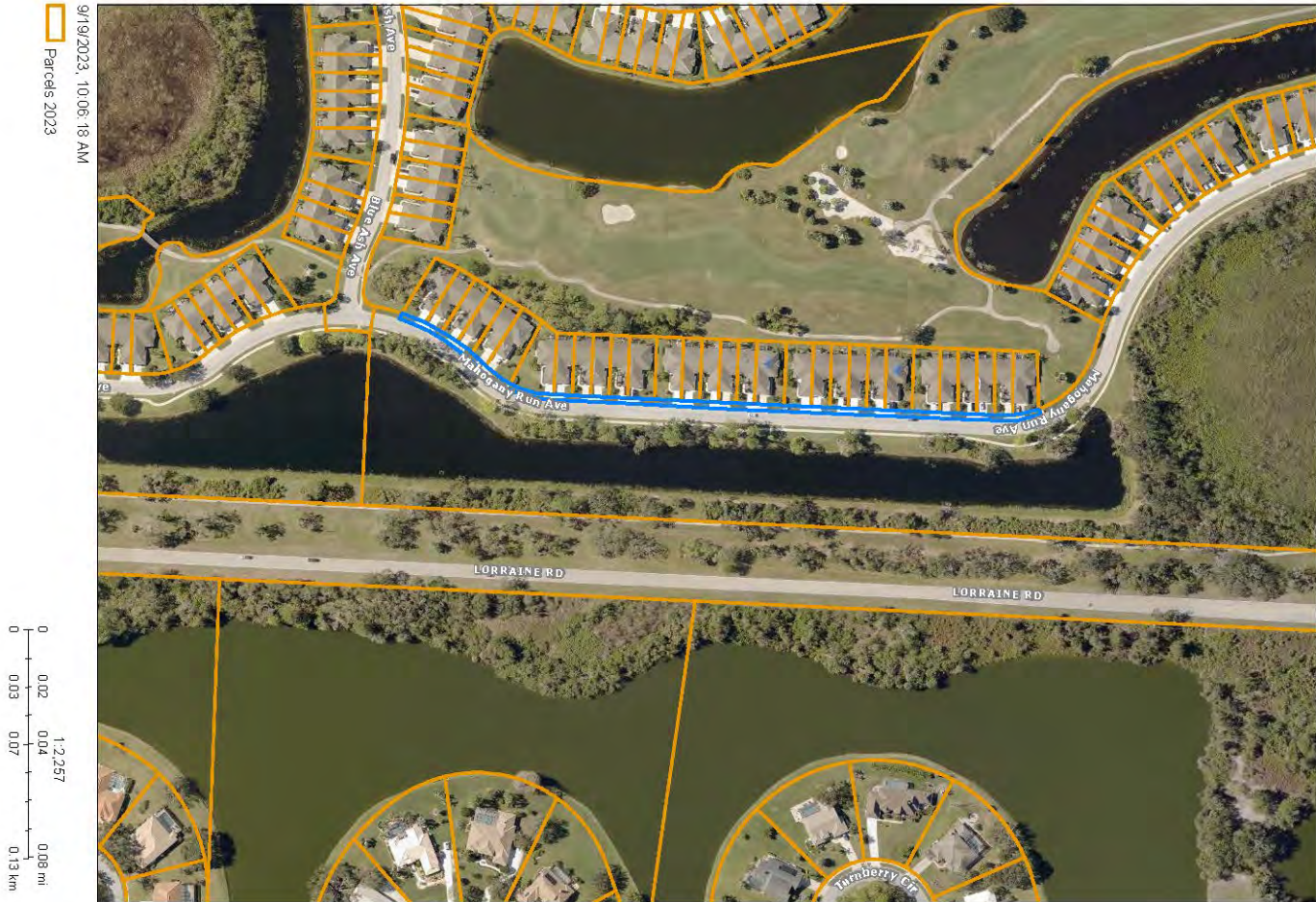
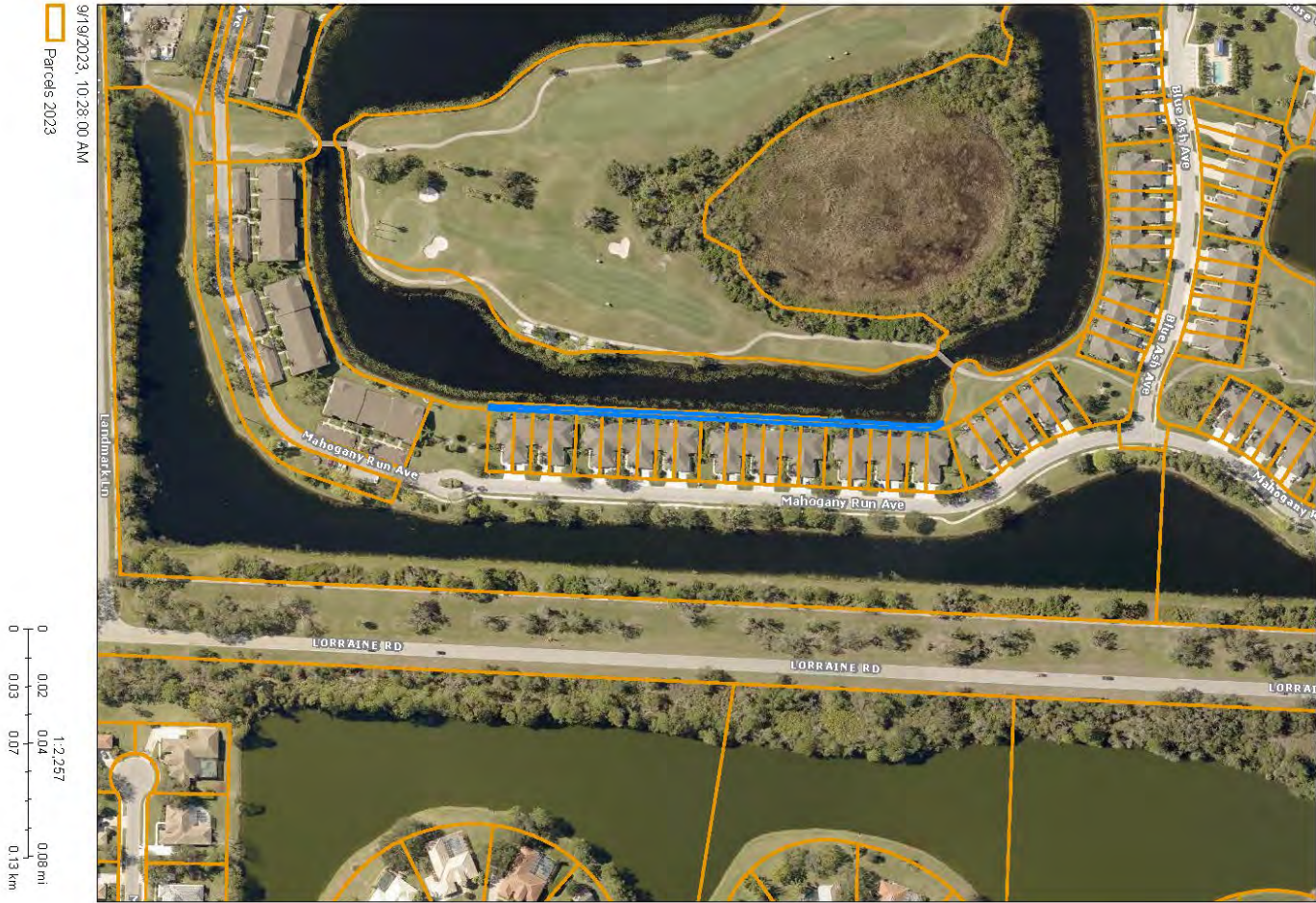
HERITAGE OAKS GOLF and COUNTRY CLUB
LAND MAINTENANCE ANALYSIS

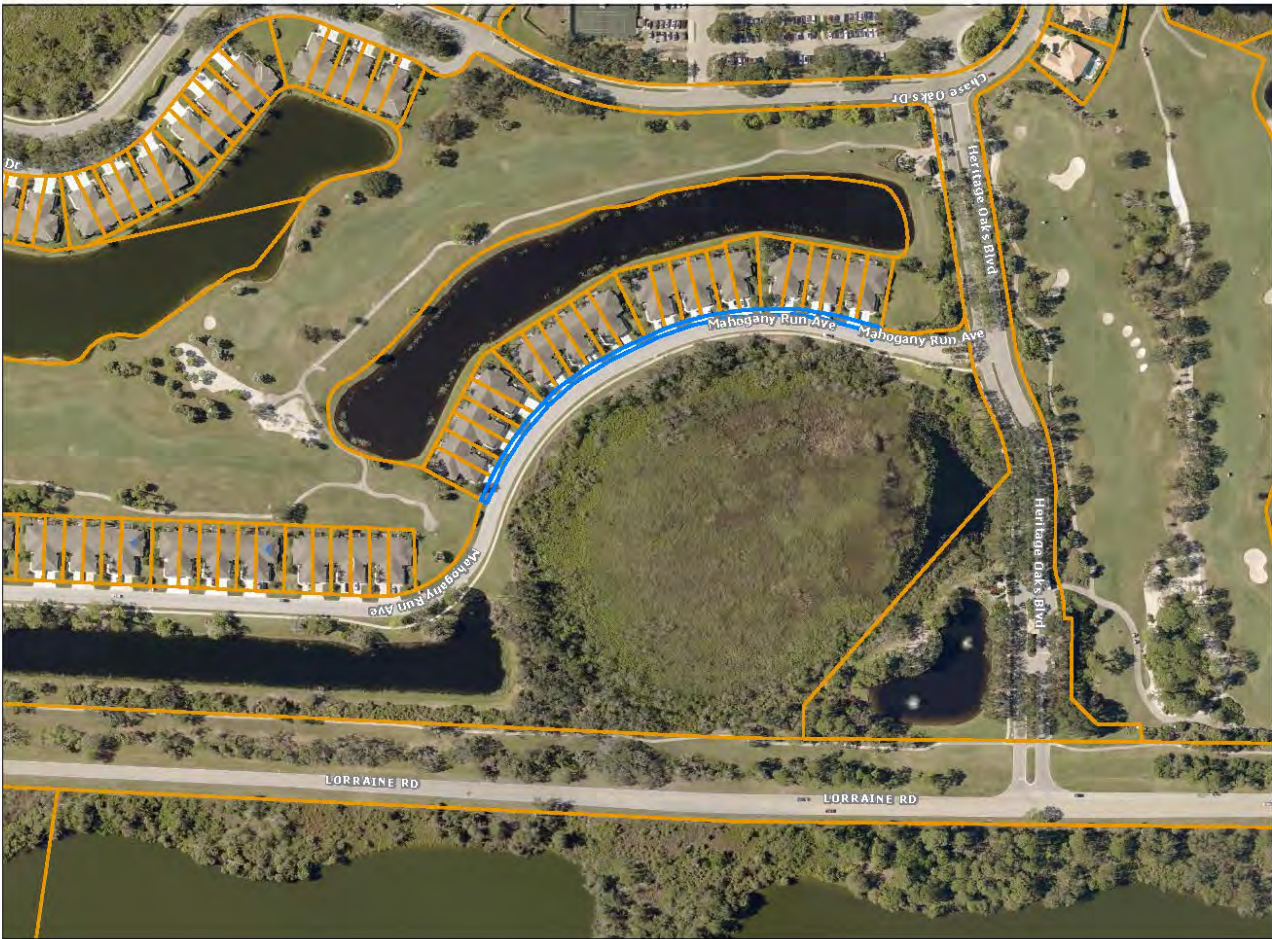
September 25, 2023

PAGE #	ASSOCIATION	NUMBER OF UNITS	DESCRIPTION	HERITAGE OAKS ACRES MAINTAINED BY ASSOC	ASSOCIATION ACRES MAINTAINED BY HOGCC	COMMENTS
64	Veranda 5	36	Hyland Hills - south berm between parking & lake	0	0.62	
65	Veranda 5		Rear of bulidings - Hyland Hills	0.17	0	
66	Veranda 6	32	North east berm - Peppermill - Hyland Hills & Chase Oaks	0	0.56	
67	Veranda 6		South east berm - Peppermill & Hylands Hills	0	0.3	
68	Veranda 6		Rear of bulidings - Hyland Hills	0.07	0	
69	Veranda 7	52	South west berm Hyland Hills	0	0.2	
70	Veranda 7		North west berm Hyland Hills & Peppermill	0	0.19	
71	Veranda 7		North east berm Hyland Hills & Peppermill	0	0.28	
72	Veranda 7		Rear of bulidings - Hyland Hills	0.4	0	
73	Veranda 8	48	South berm Hyland Hills between parking & lake	0	0.91	
74	Veranda 8		Rear of bulidings - Hyland Hills	0.3	0	



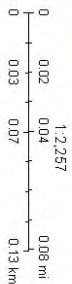






9/19/2023, 9:35:23 AM

Parcels 2023



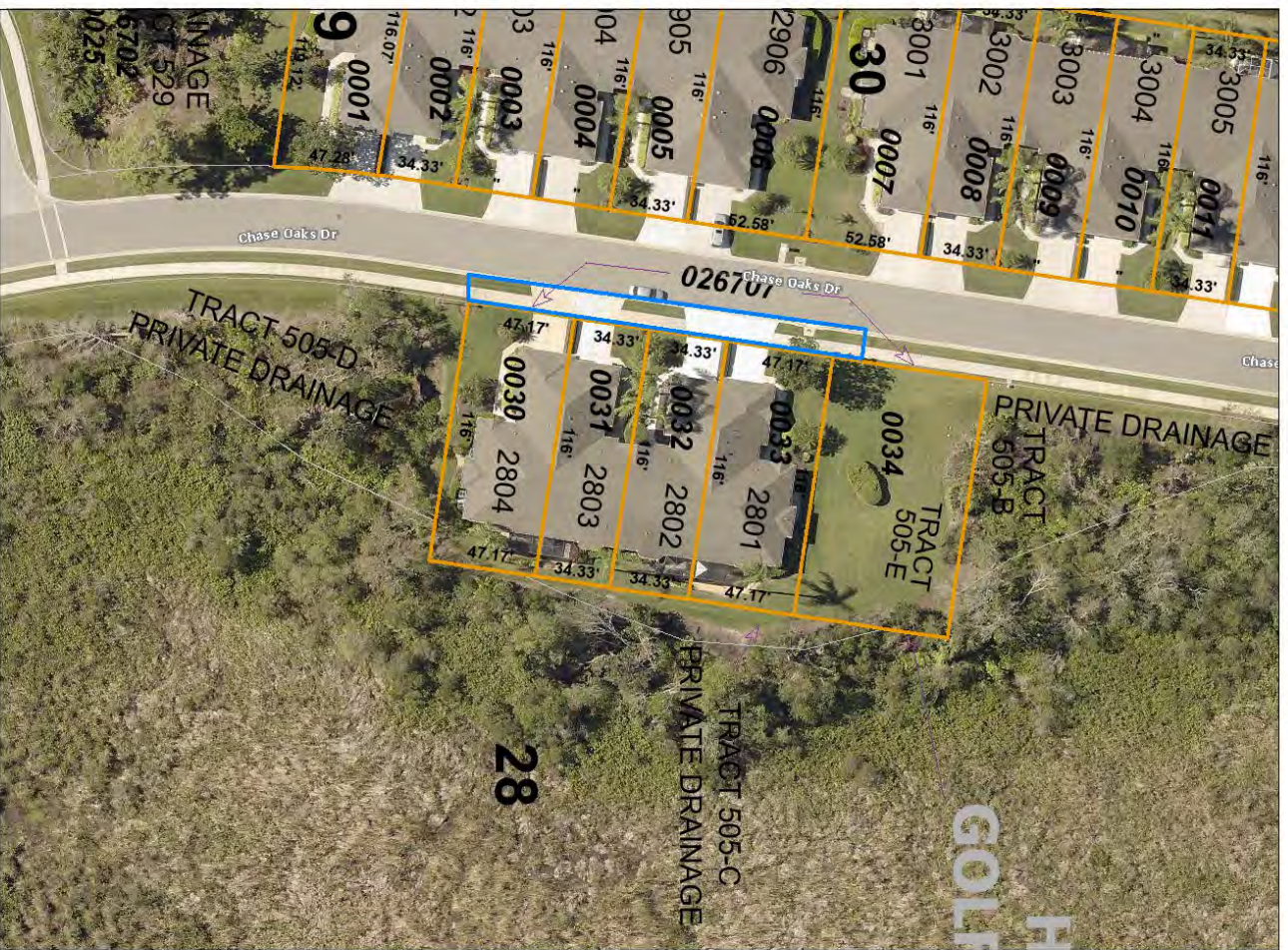
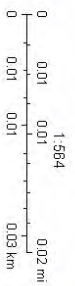
9/23/2023, 11:04:00 AM

Parcels 2023

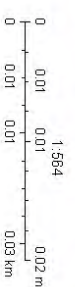


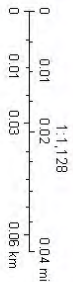
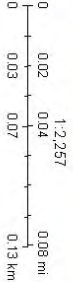
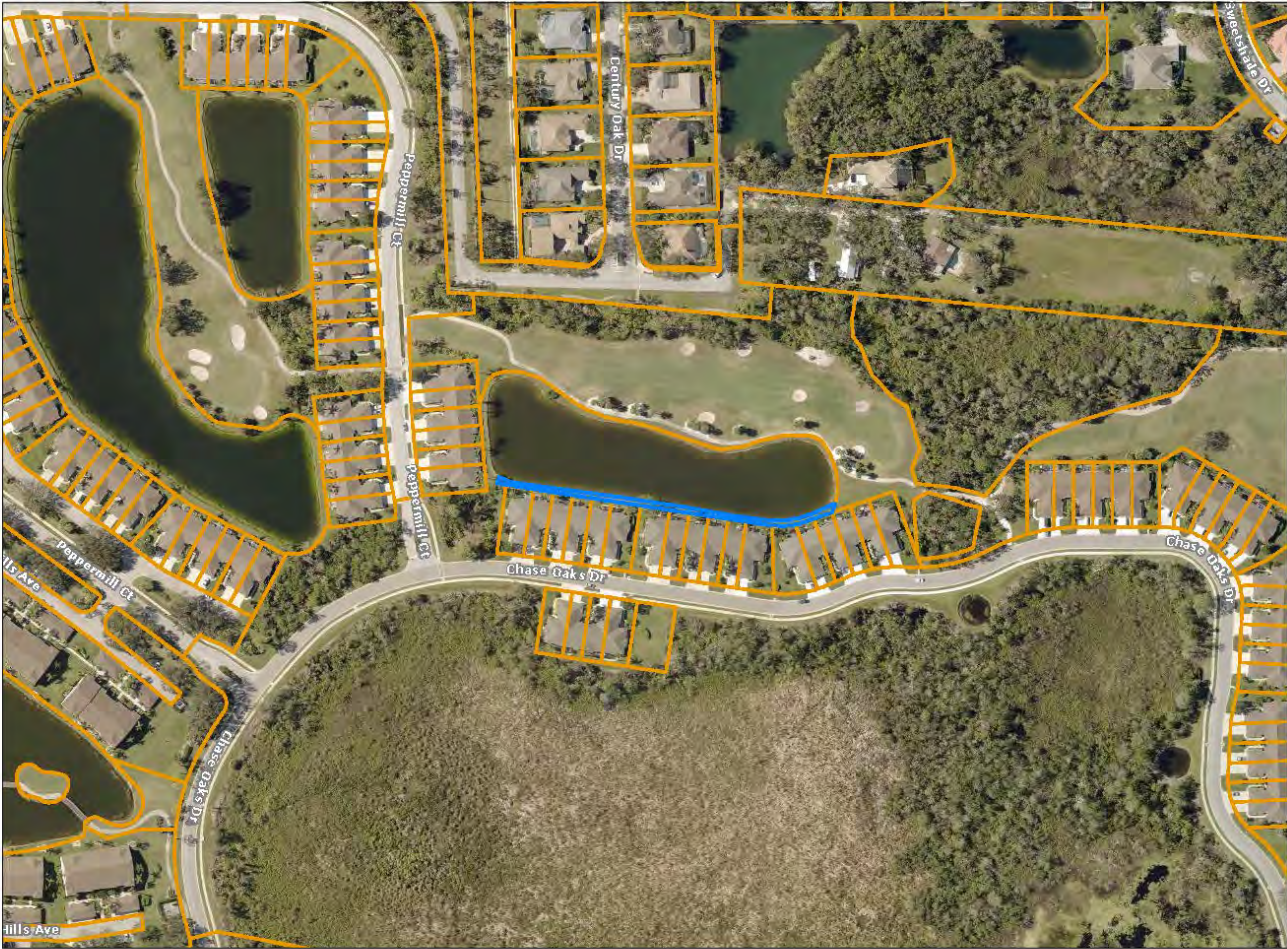


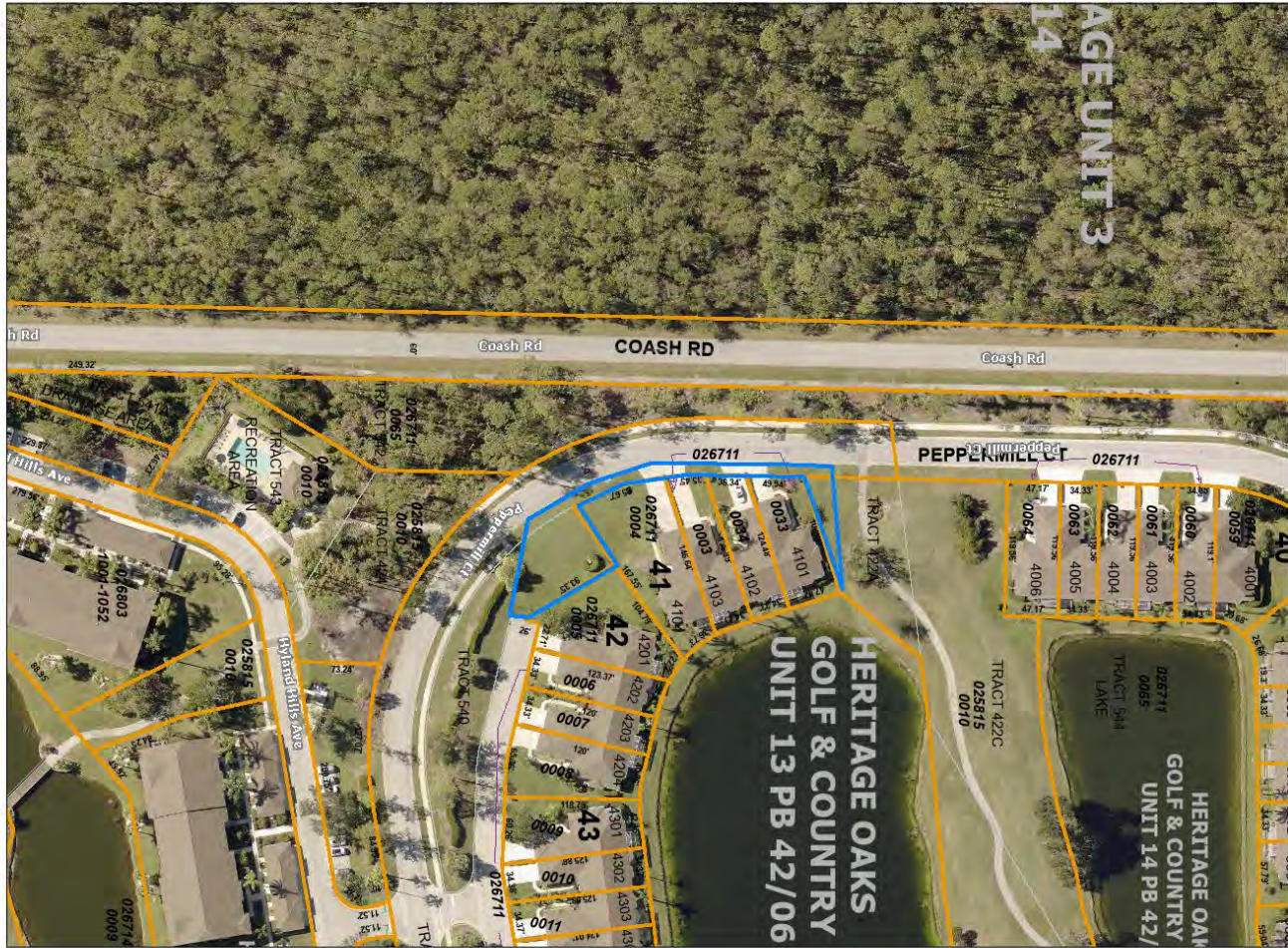
9/19/2023, 2:24:34 PM
Parcels 2023
Lot
Lot Blocks



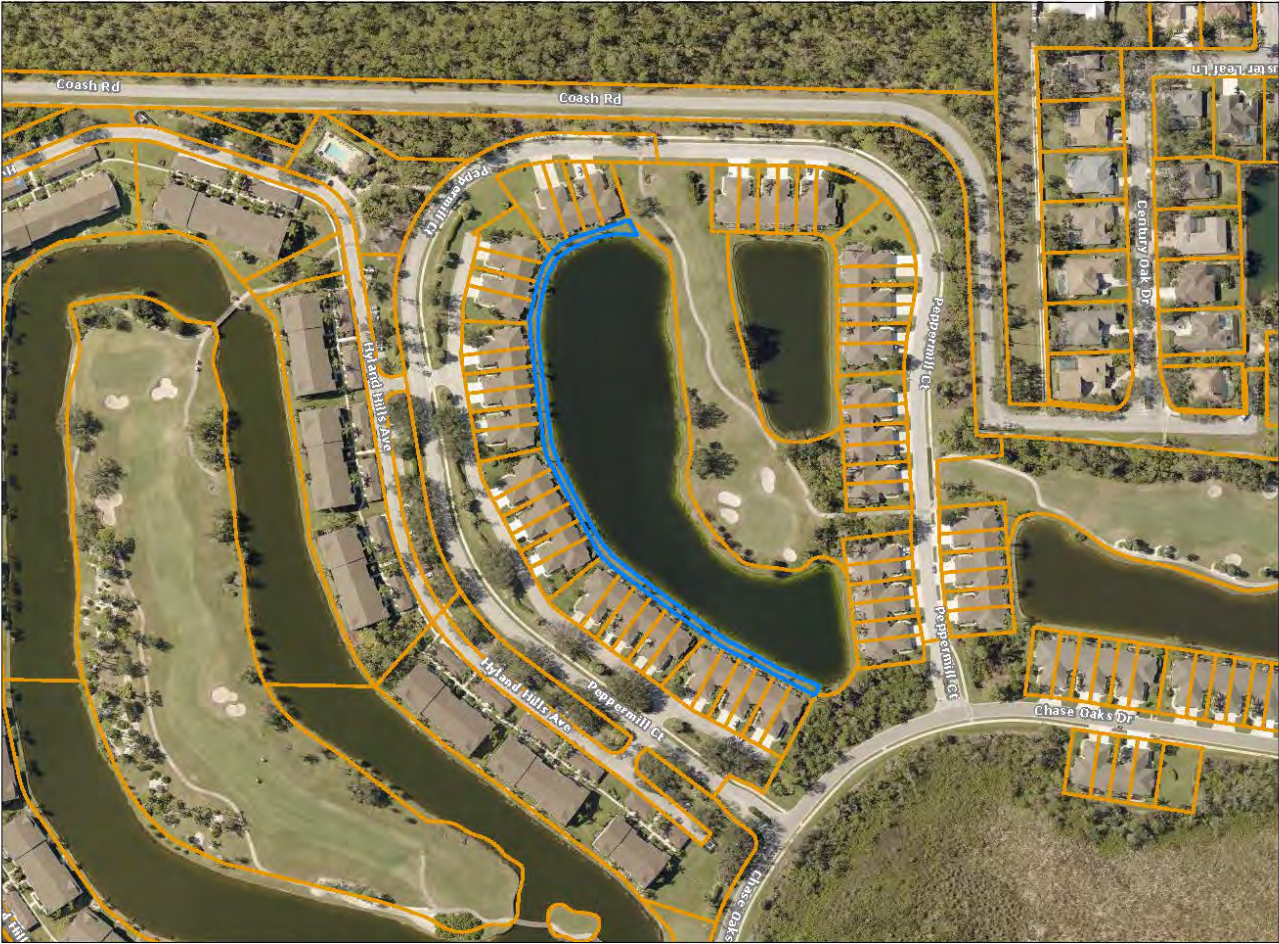
9/19/2023, 2:21:55 PM
Parcels 2023
Lot
Lot Blocks





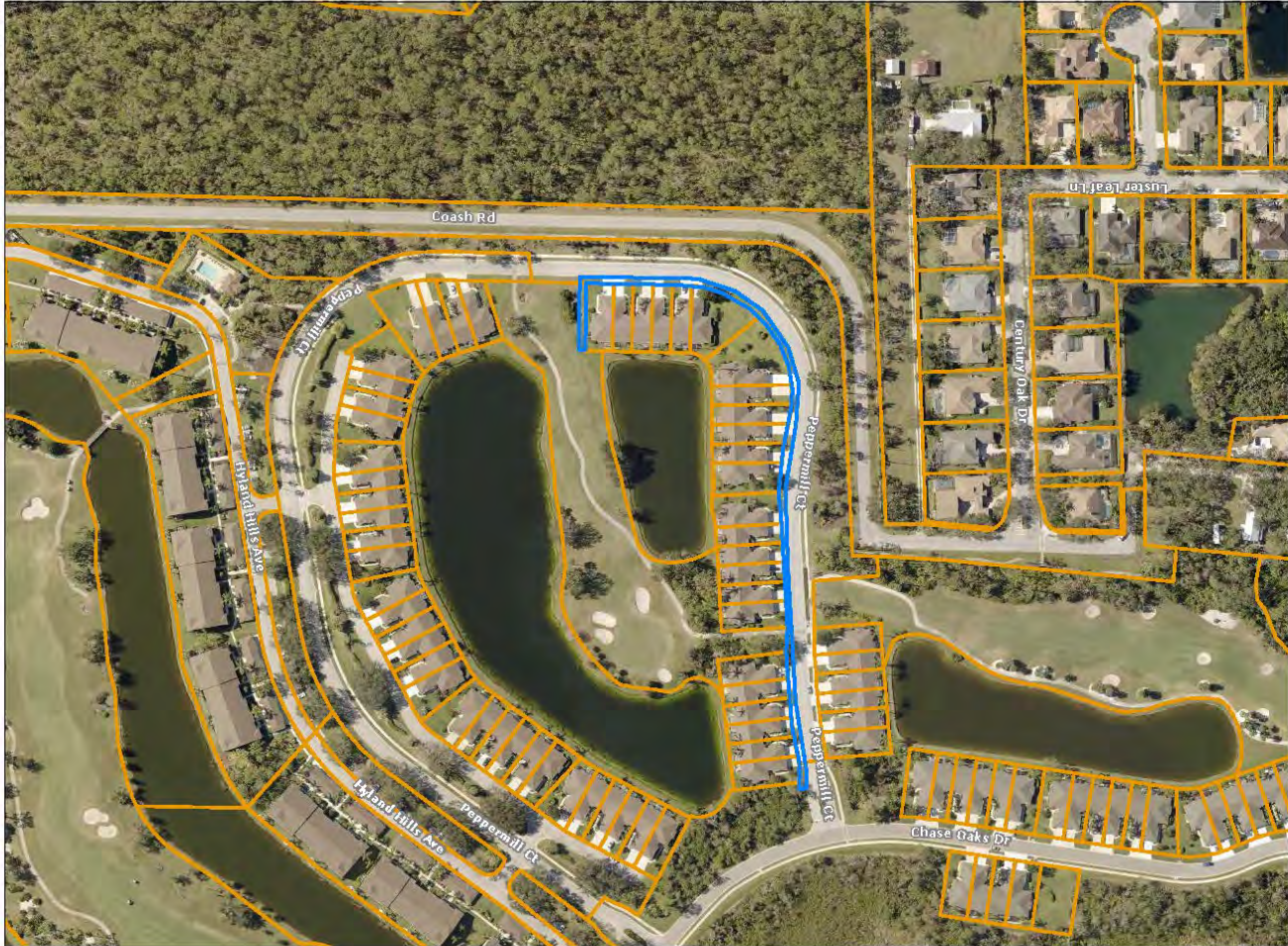


9/19/2023, 3:27:26 PM
Parcels 2023
Lot
Lot Phase
Lot Blocks
County Line

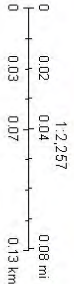


9/19/2023, 3:33:08 PM
Parcels 2023
Lot
Lot Phase
Lot Blocks
County Line

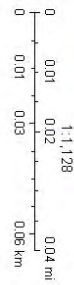




9/19/2023, 3:38:14 PM
Parcels 2023



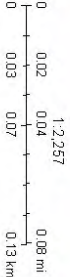
9/19/2023, 3:43:06 PM
Parcels 2023
Lot
Lot Blocks
County Line





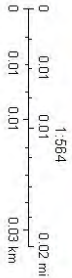


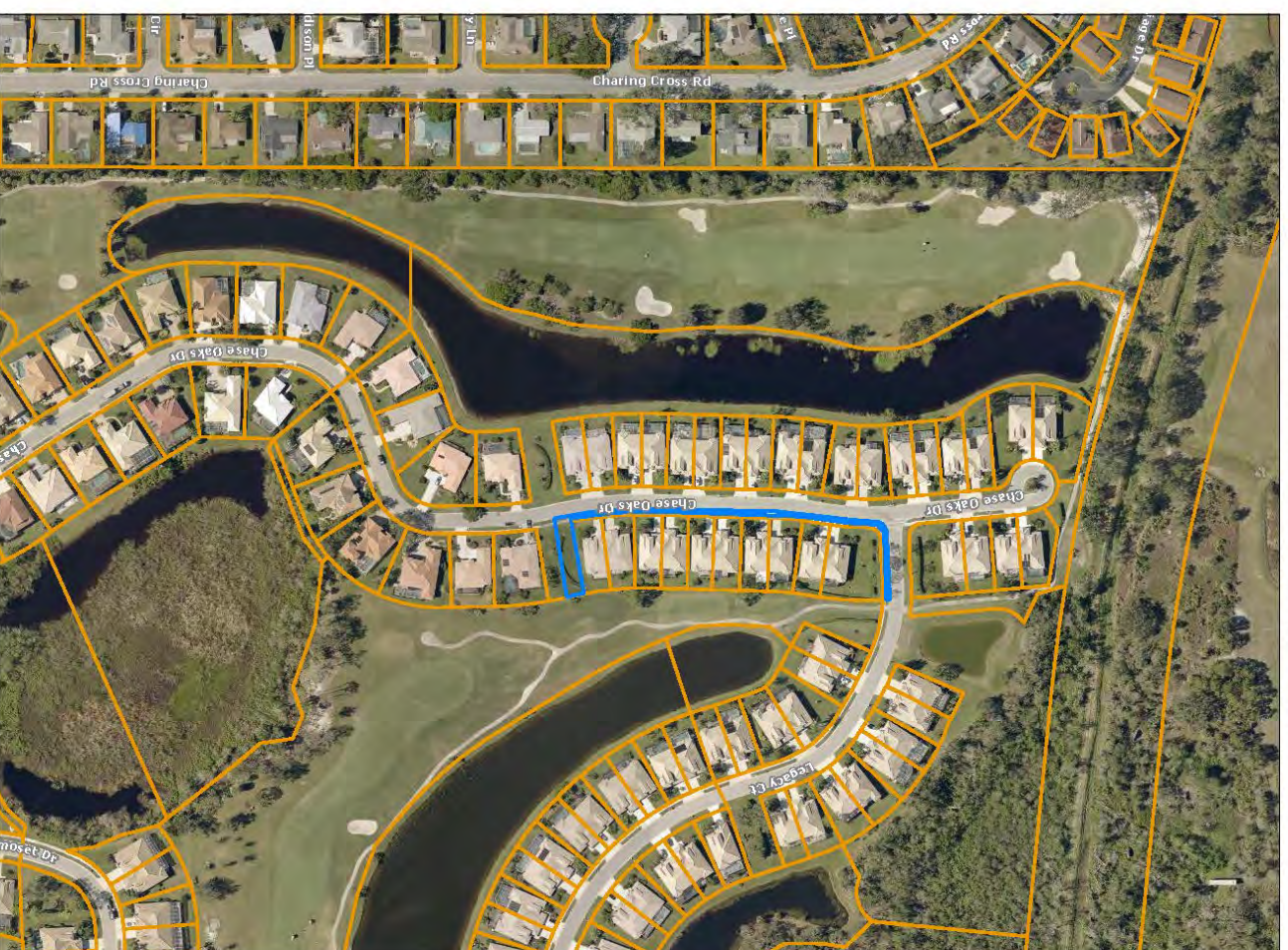
9/20/2023, 8:12:21 AM
Parcels 2023

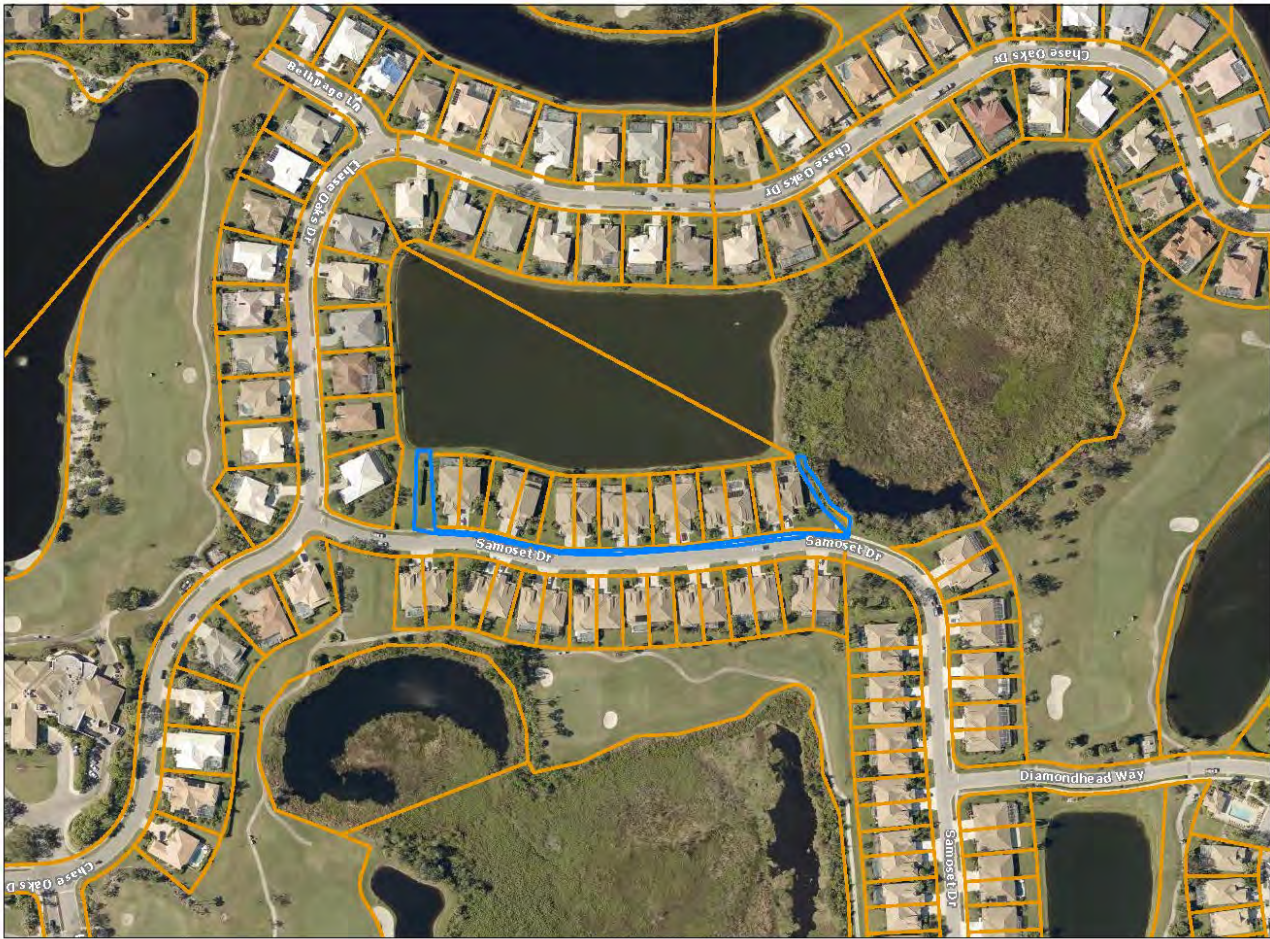


9/20/2023, 8:34:01 AM

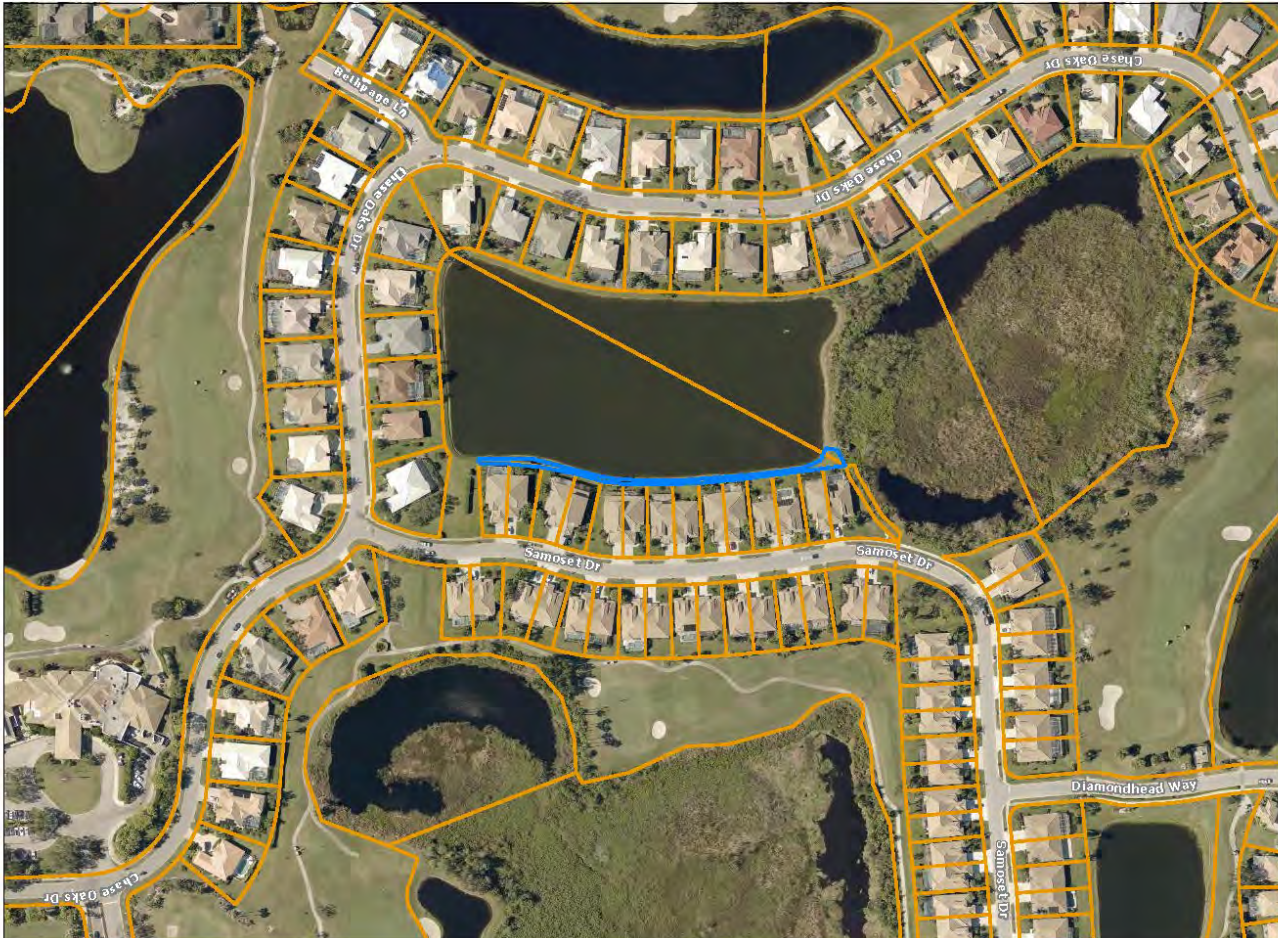
Parcels 2023
Lot
Lot Phase
County Line



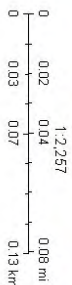


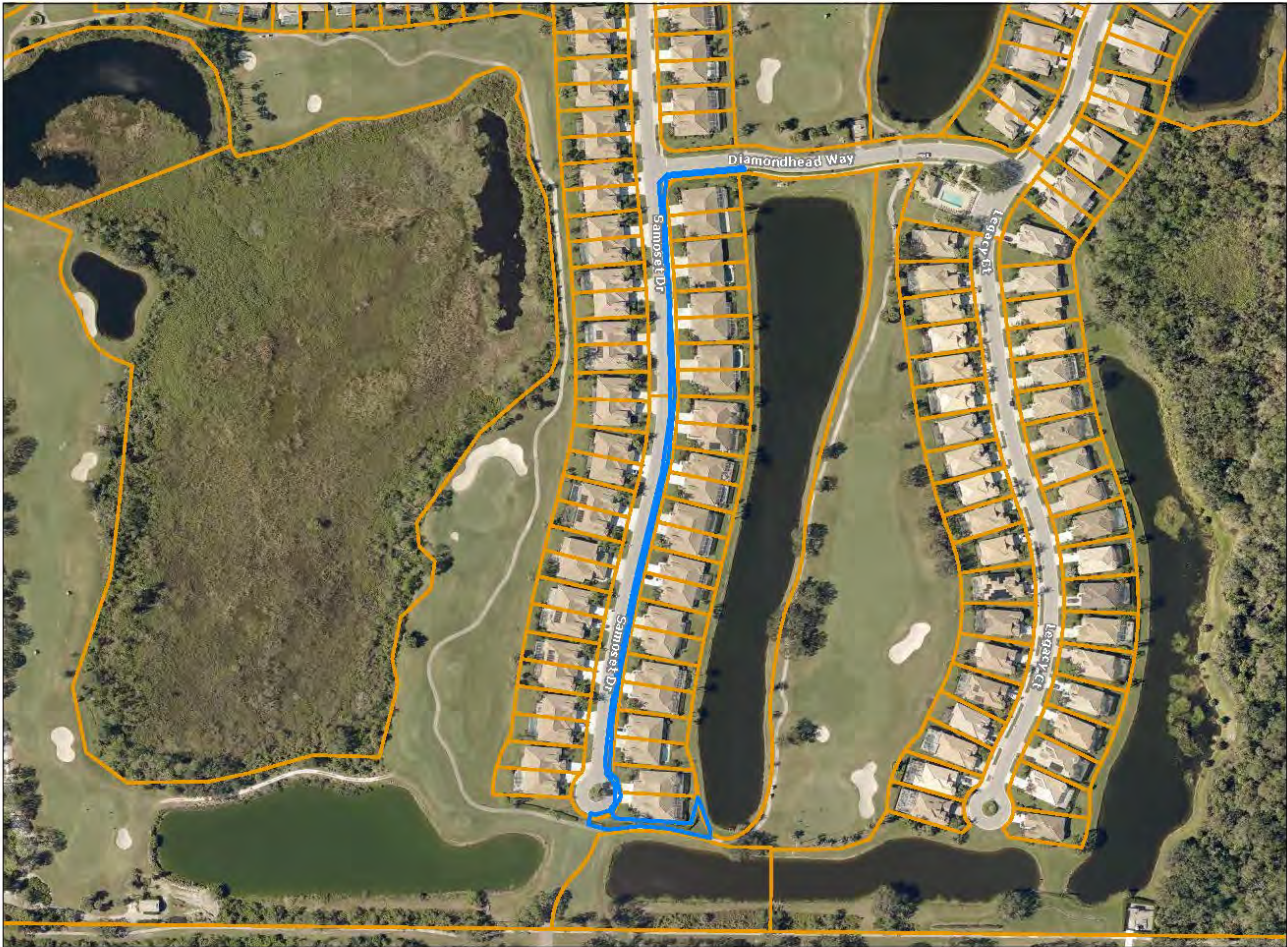
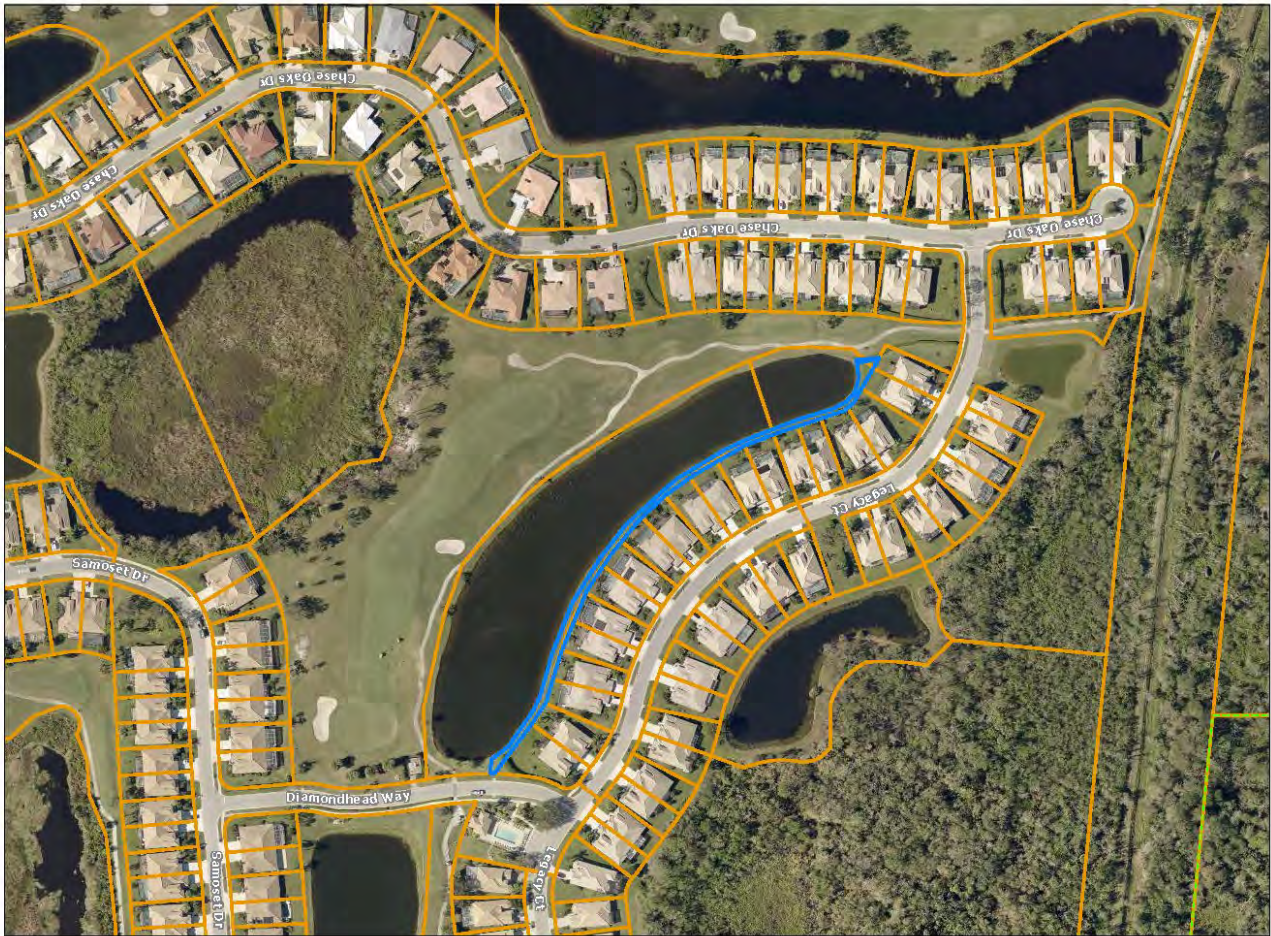


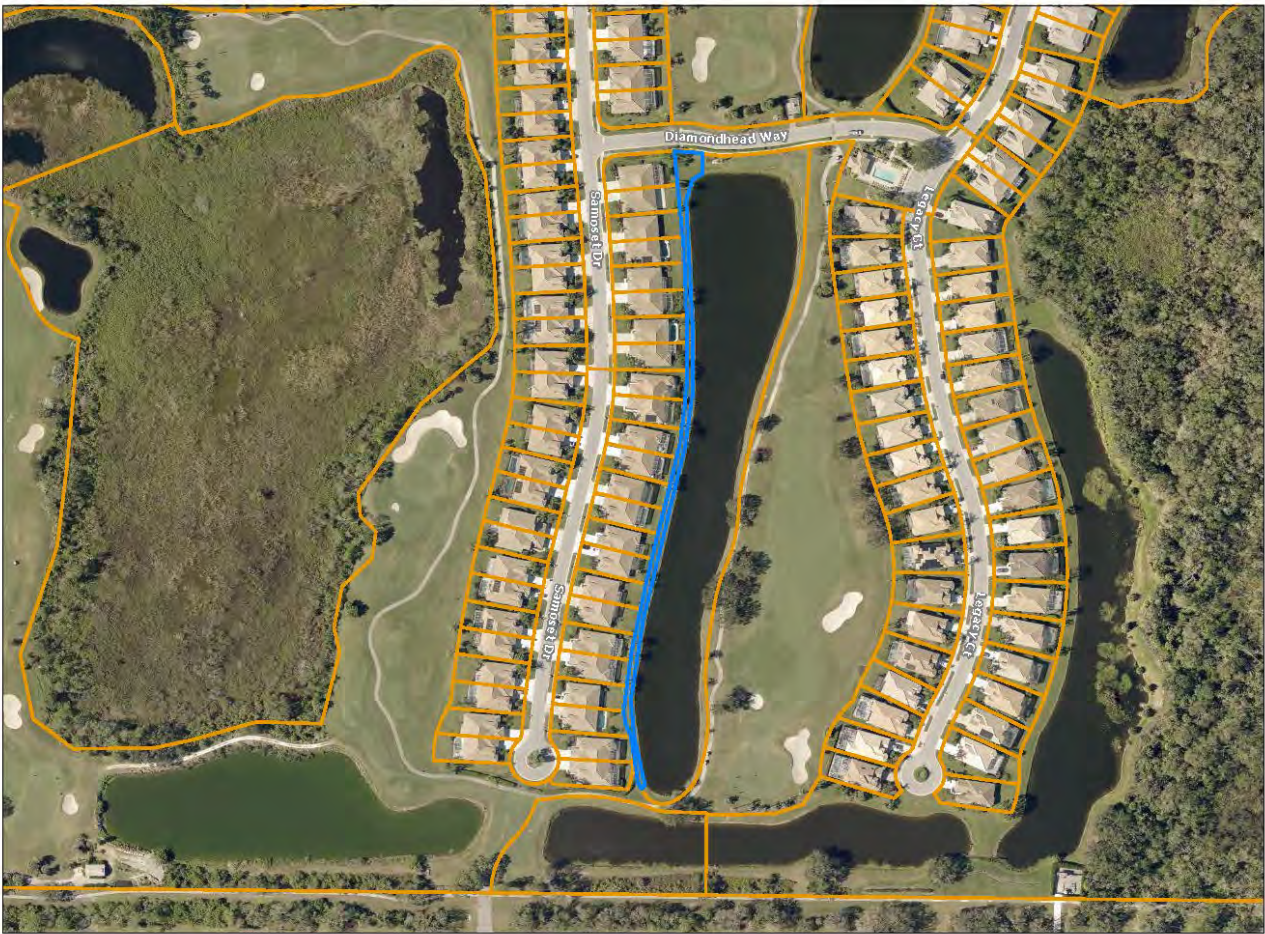
9/20/2023, 2:47:40 PM
Parcels 2023

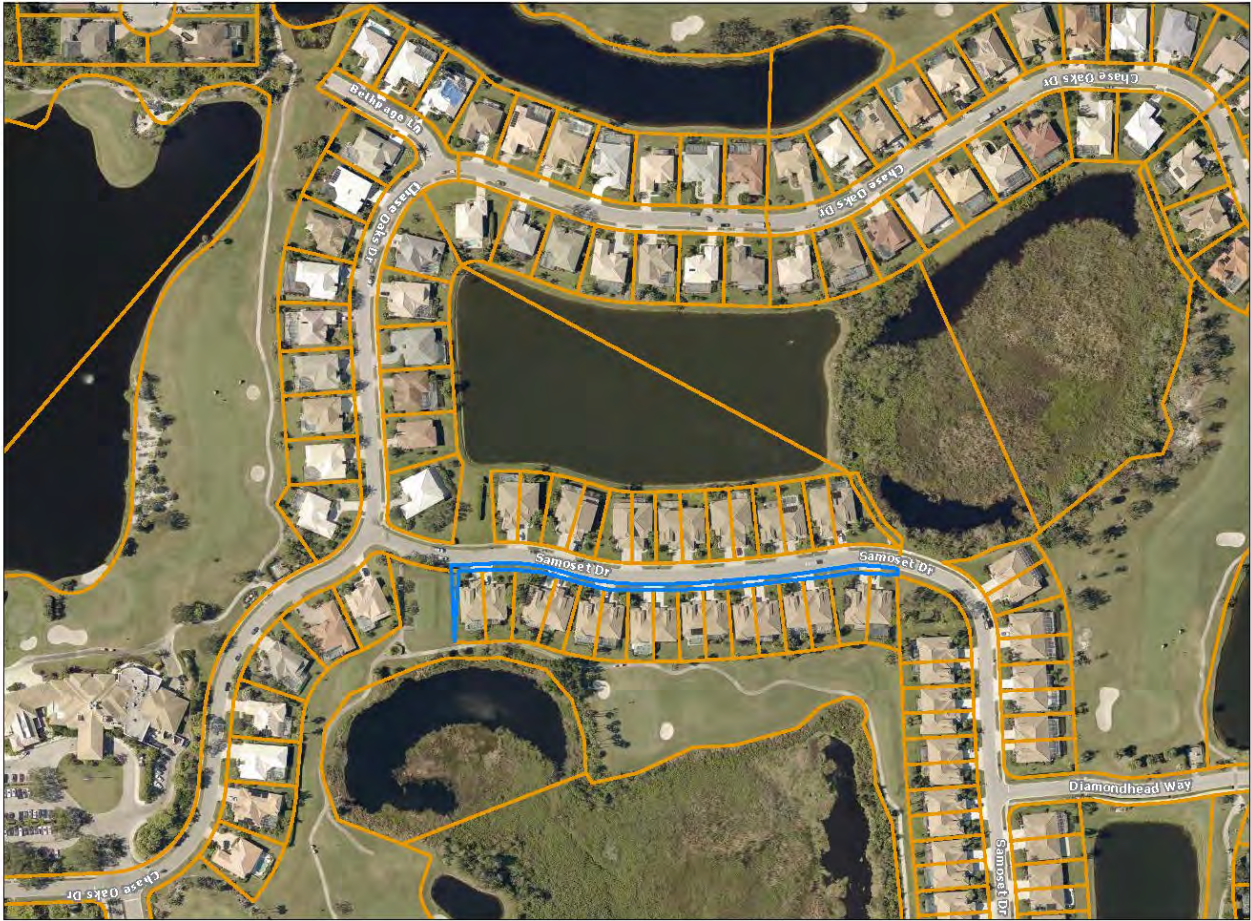


9/20/2023, 2:52:30 PM
Parcels 2023



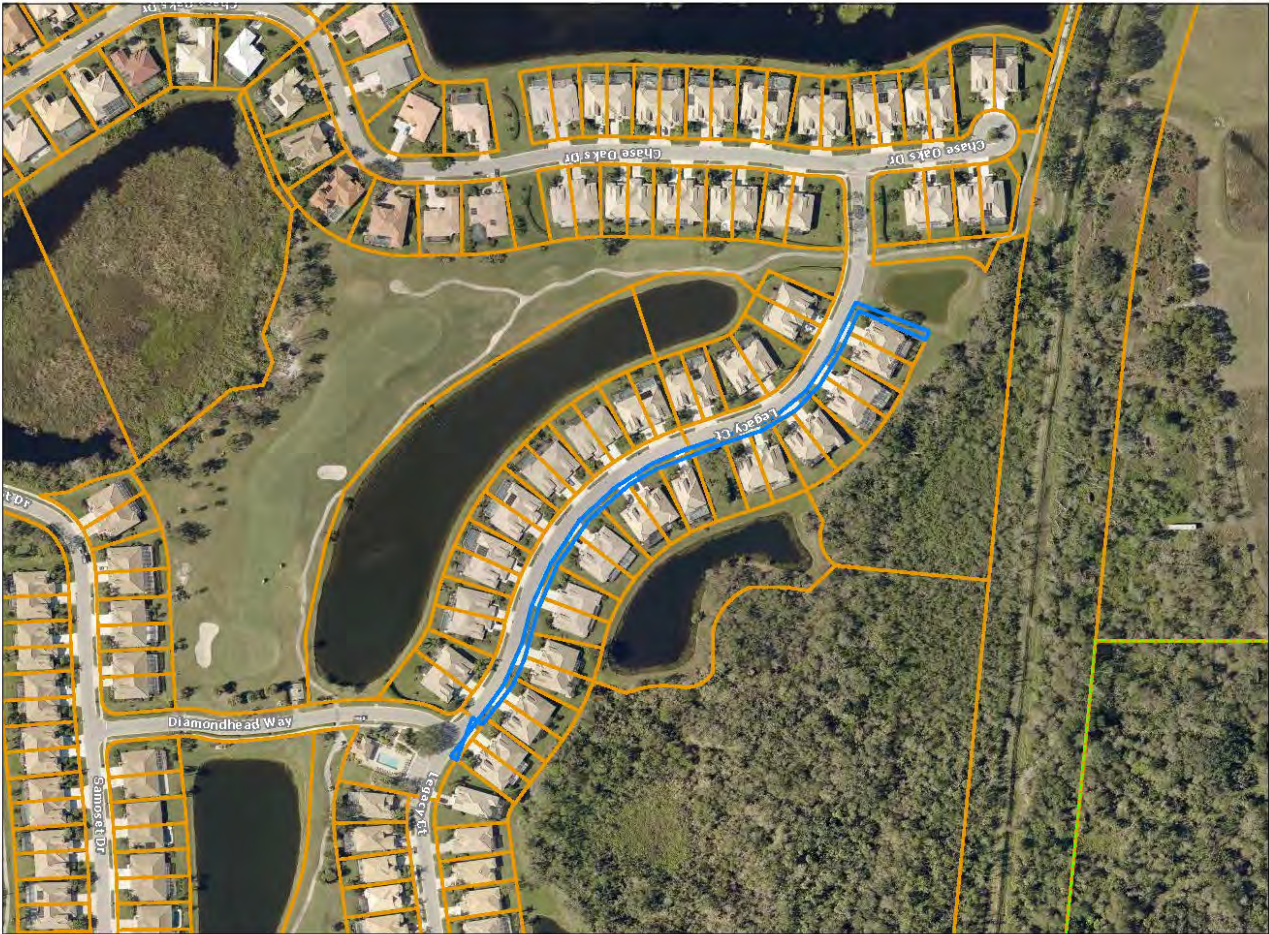
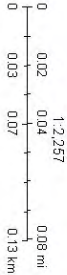






9/21/2023, 7:56:54 AM

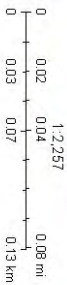
Parcels 2023

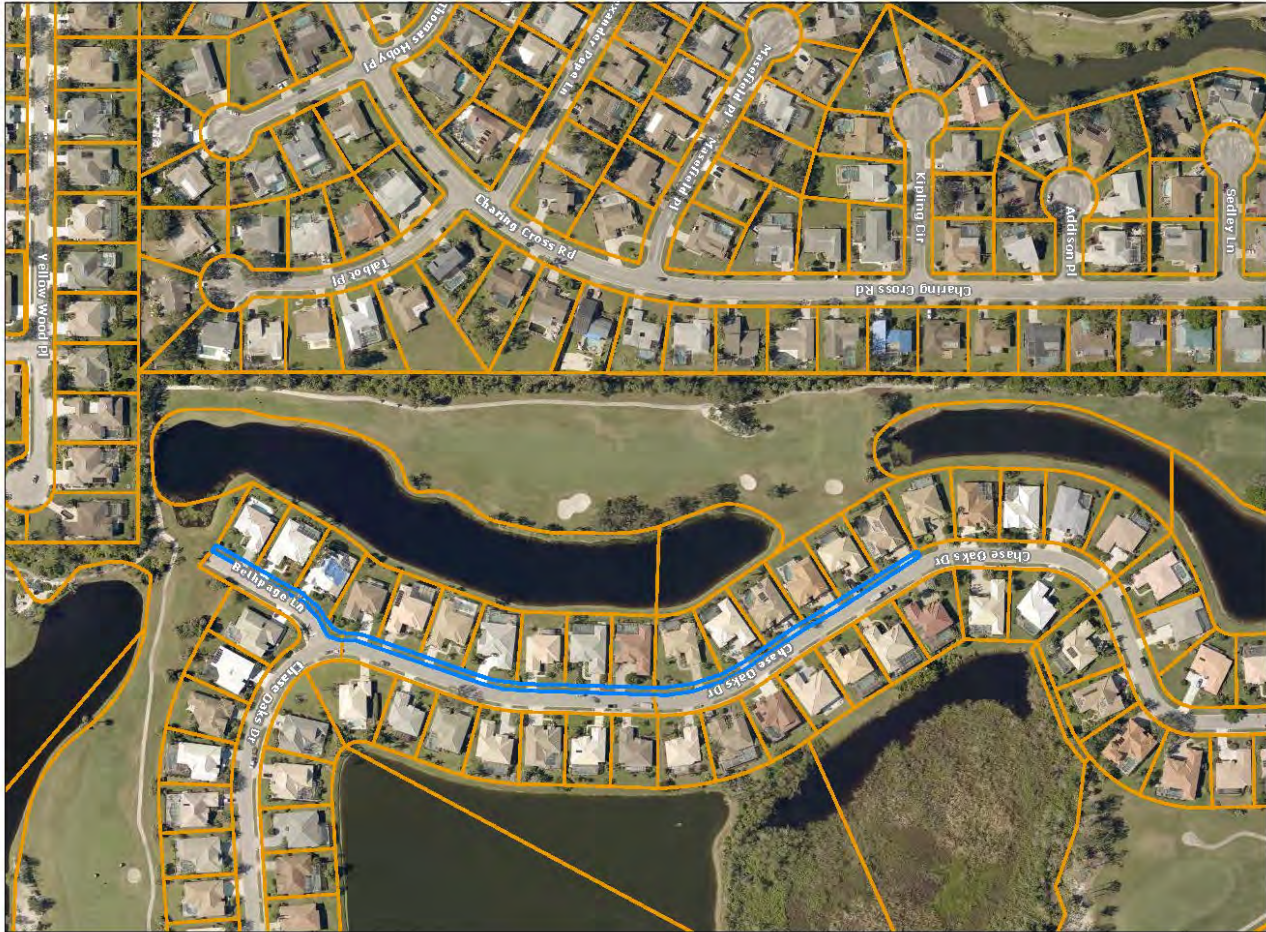
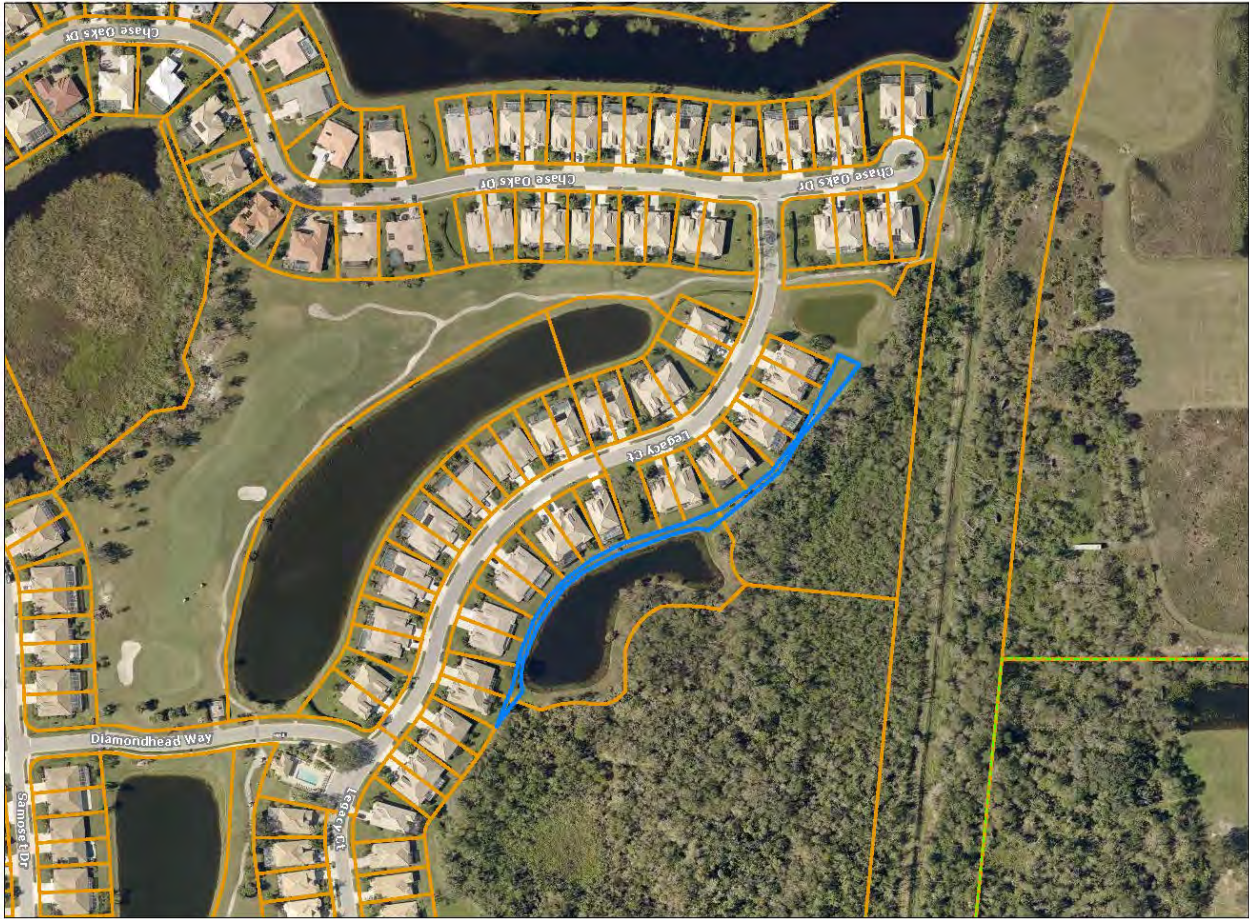


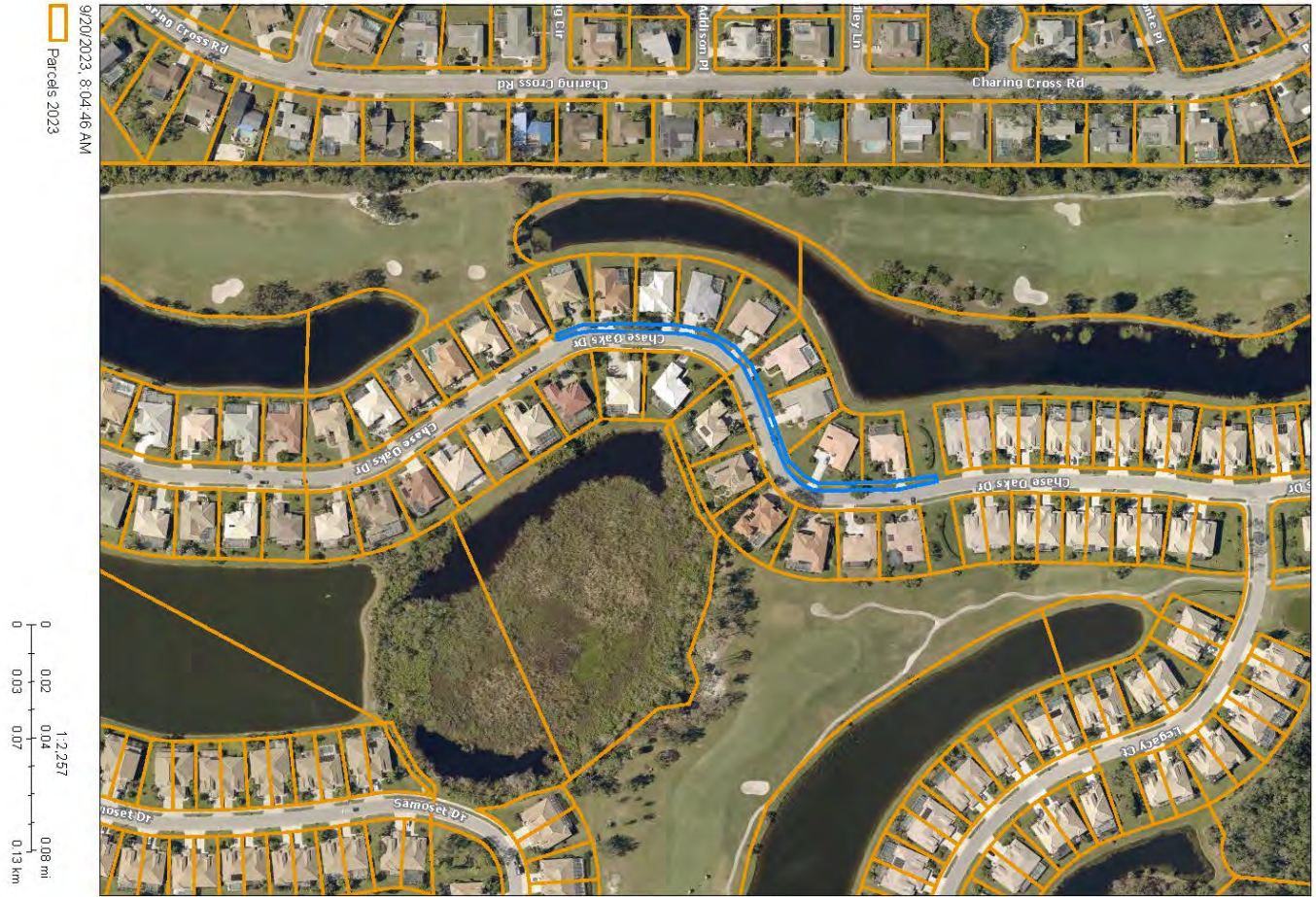
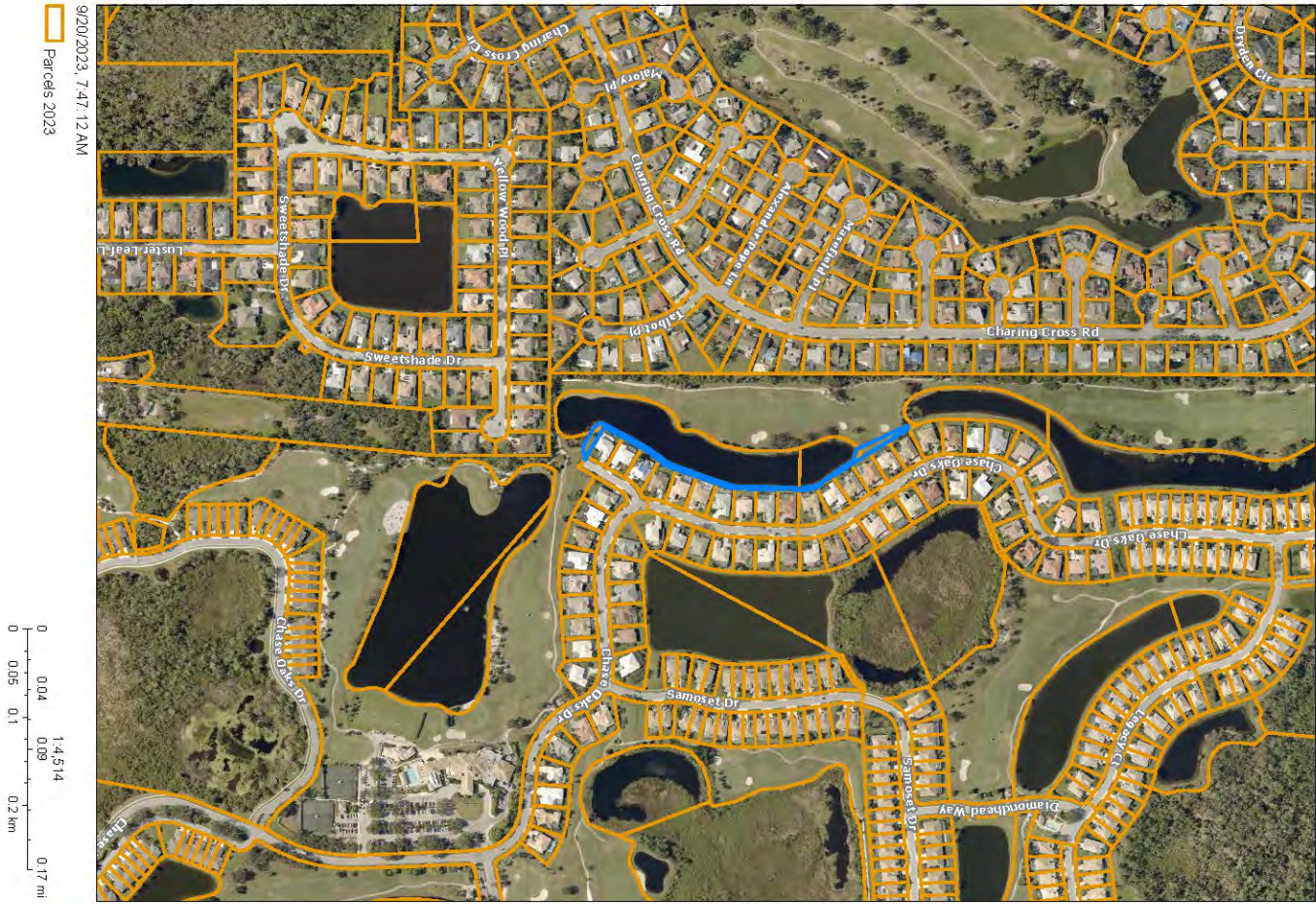
9/20/2023, 3:00:38 PM

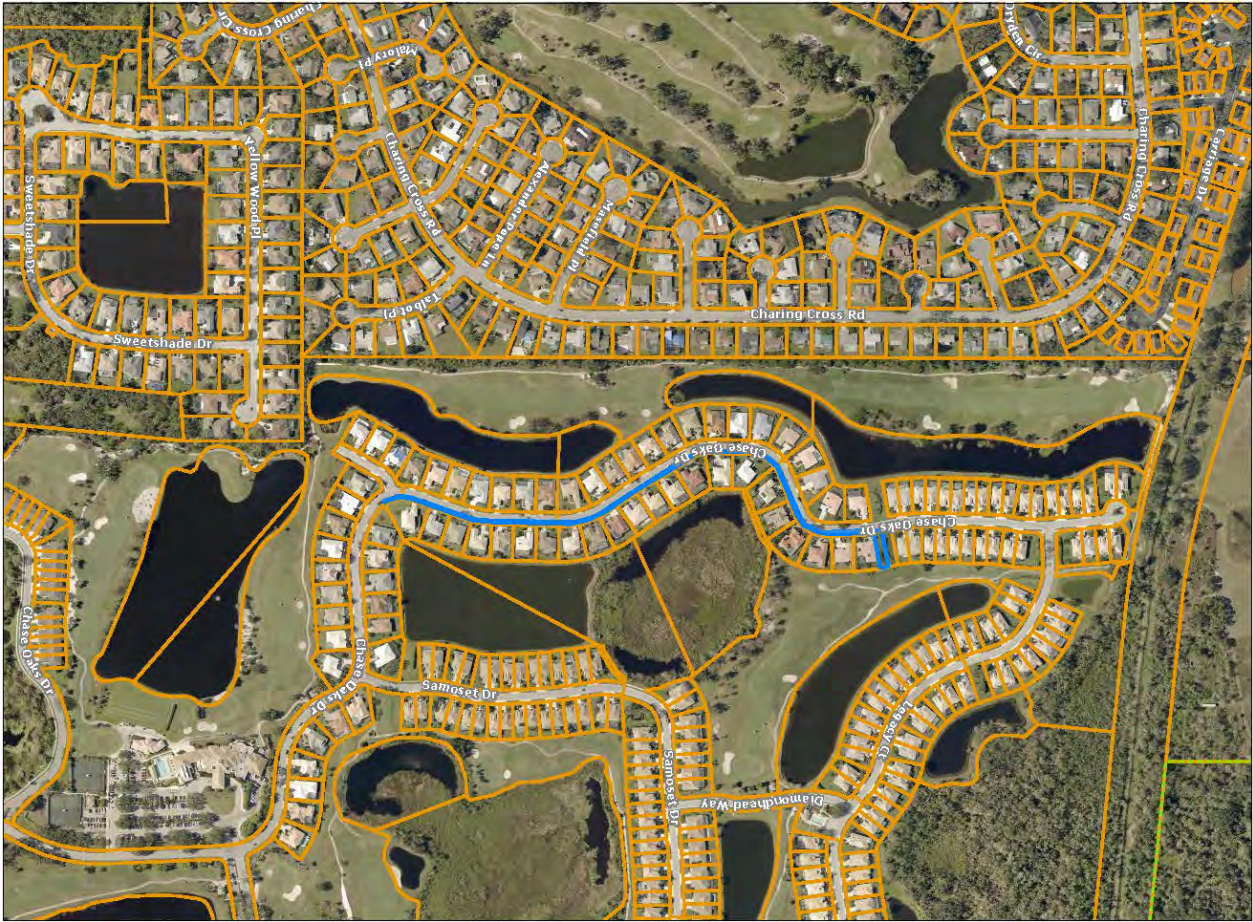
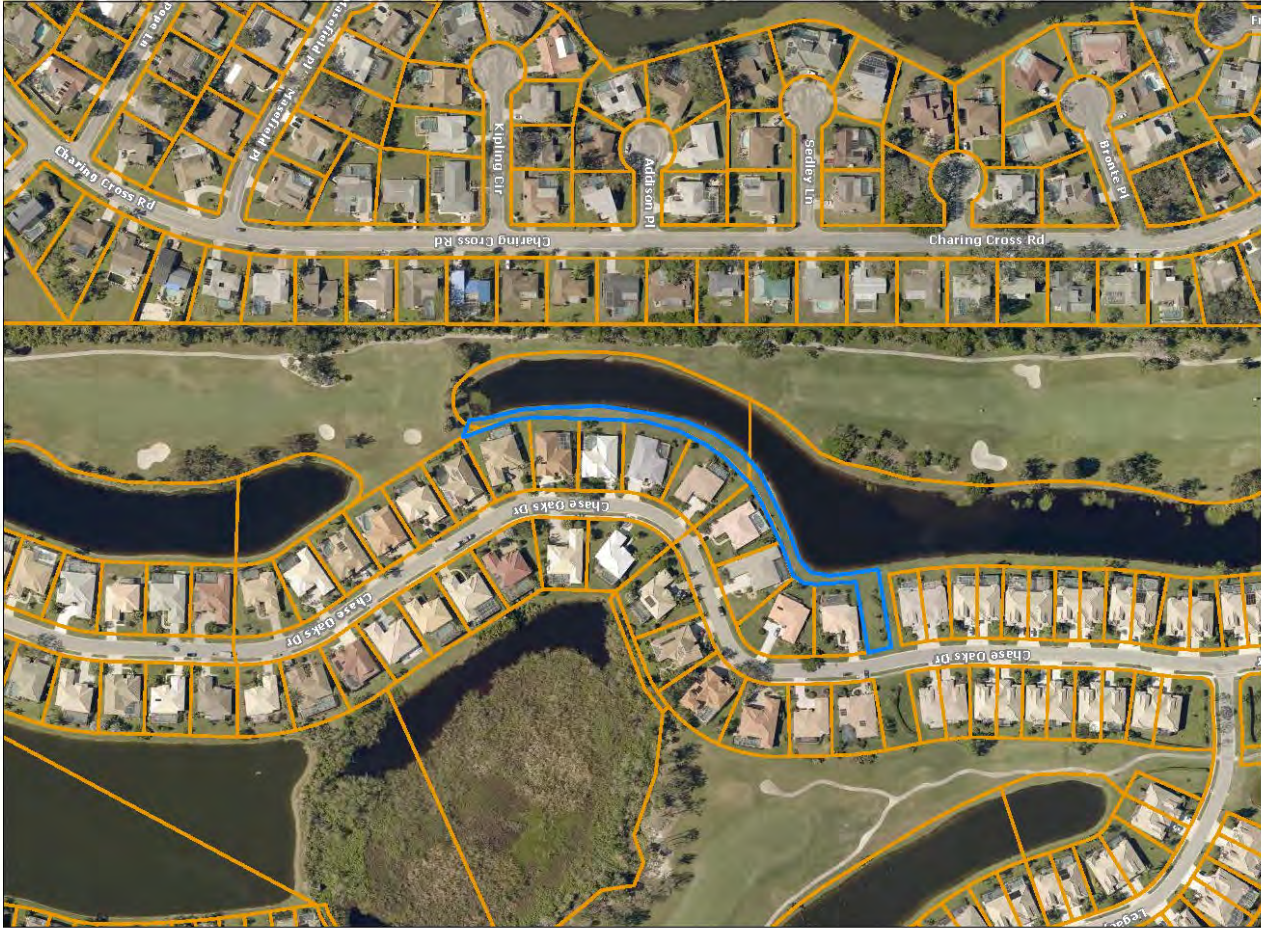
Parcels - Change for 2024

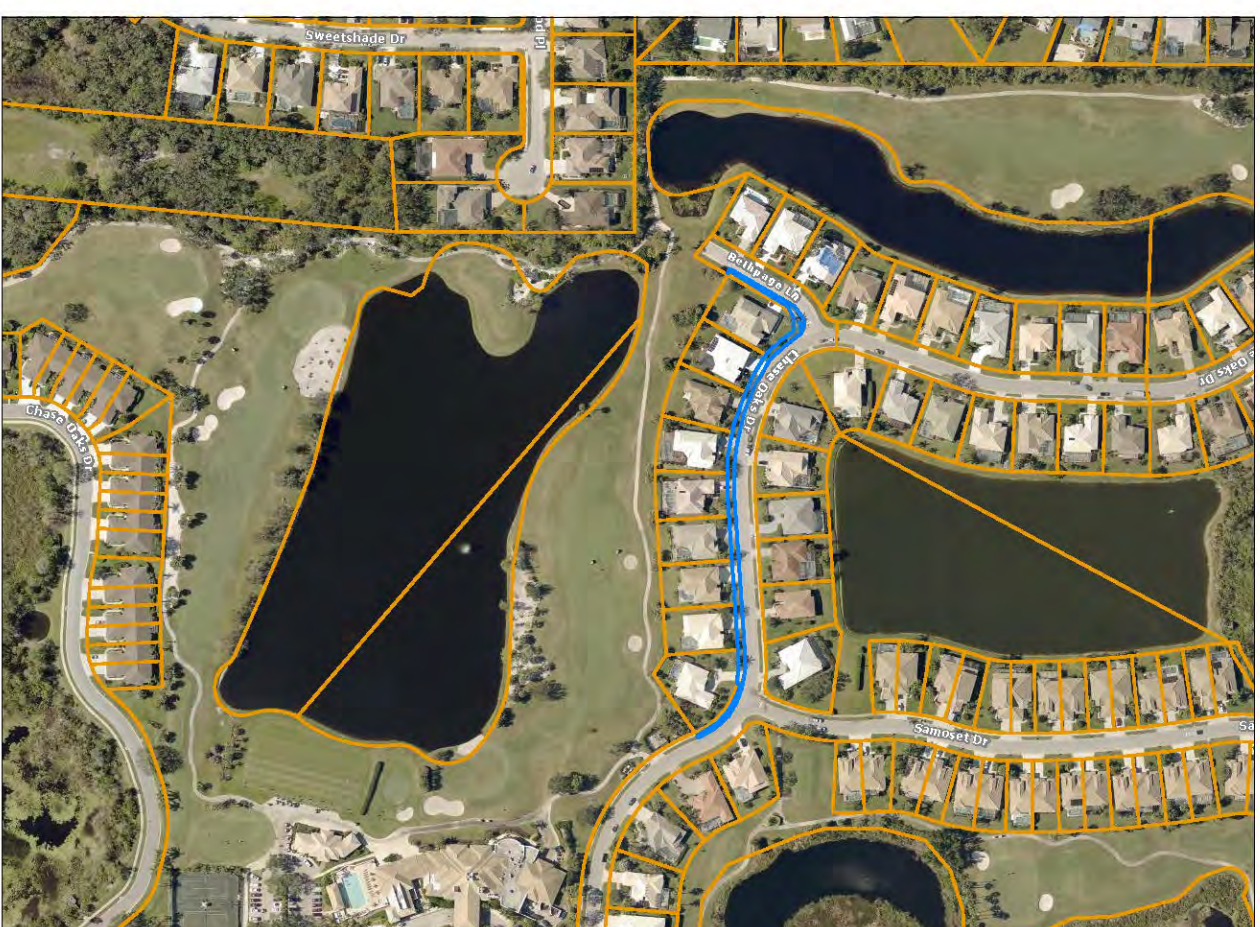
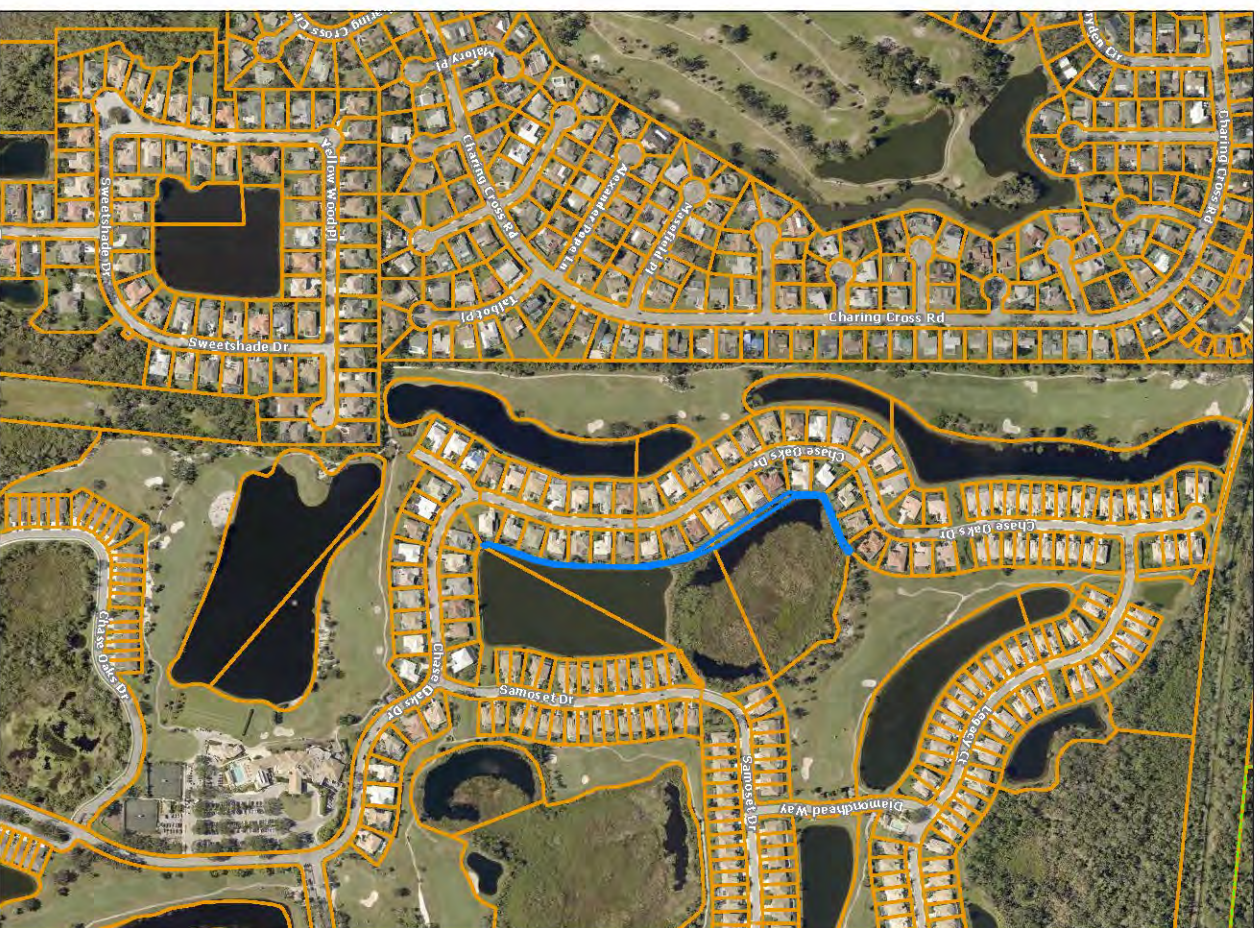
Parcels 2023

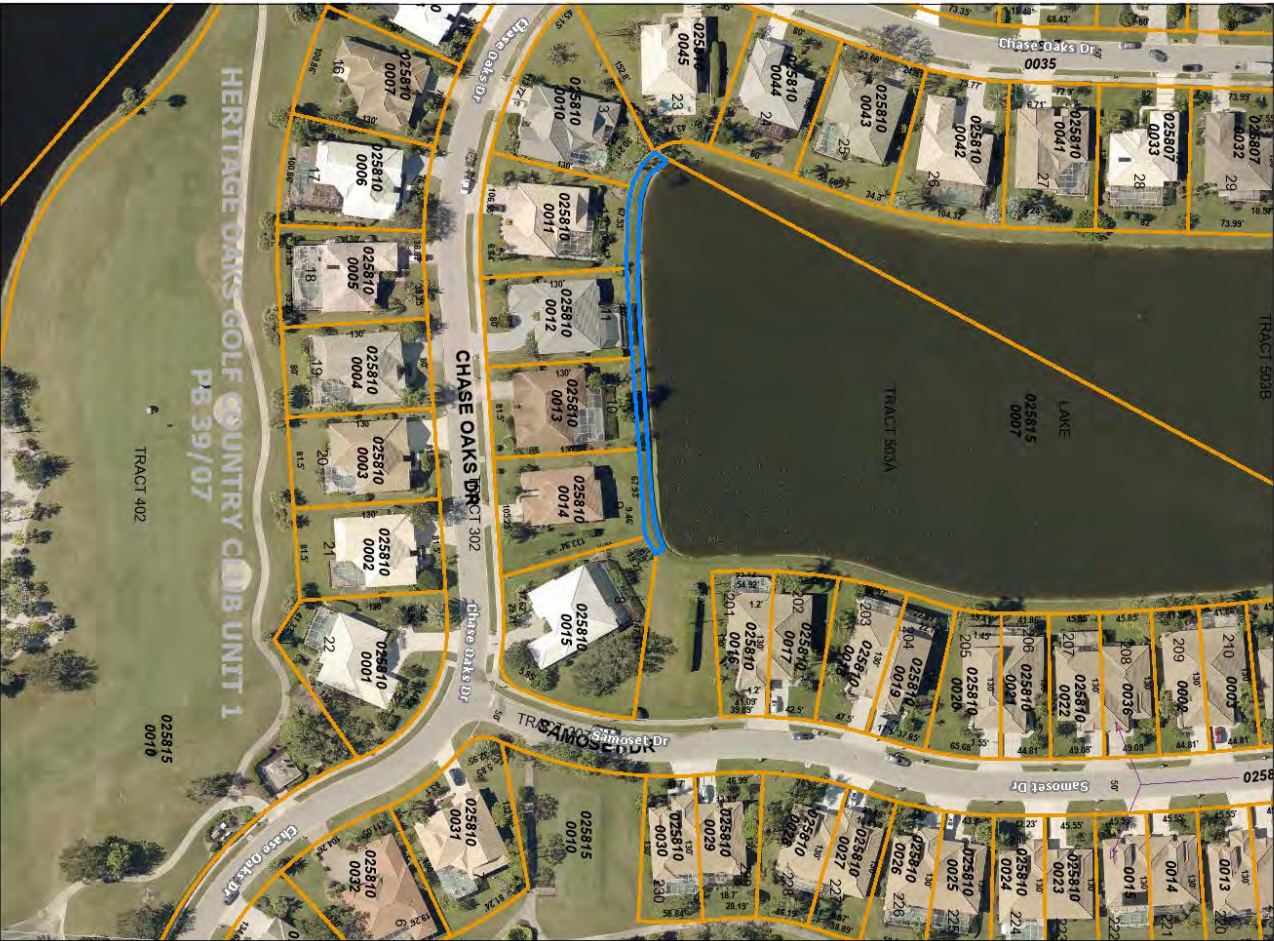
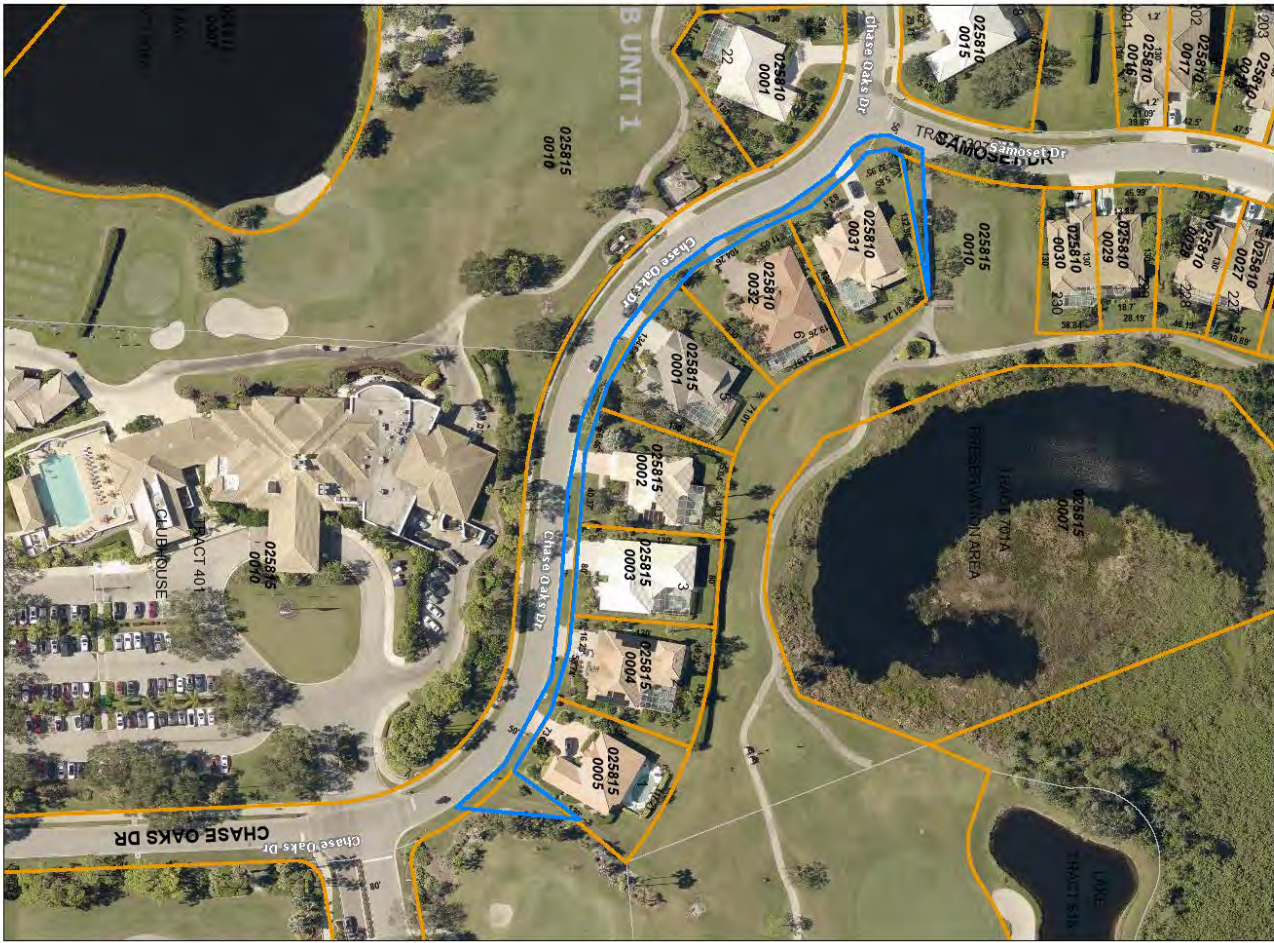


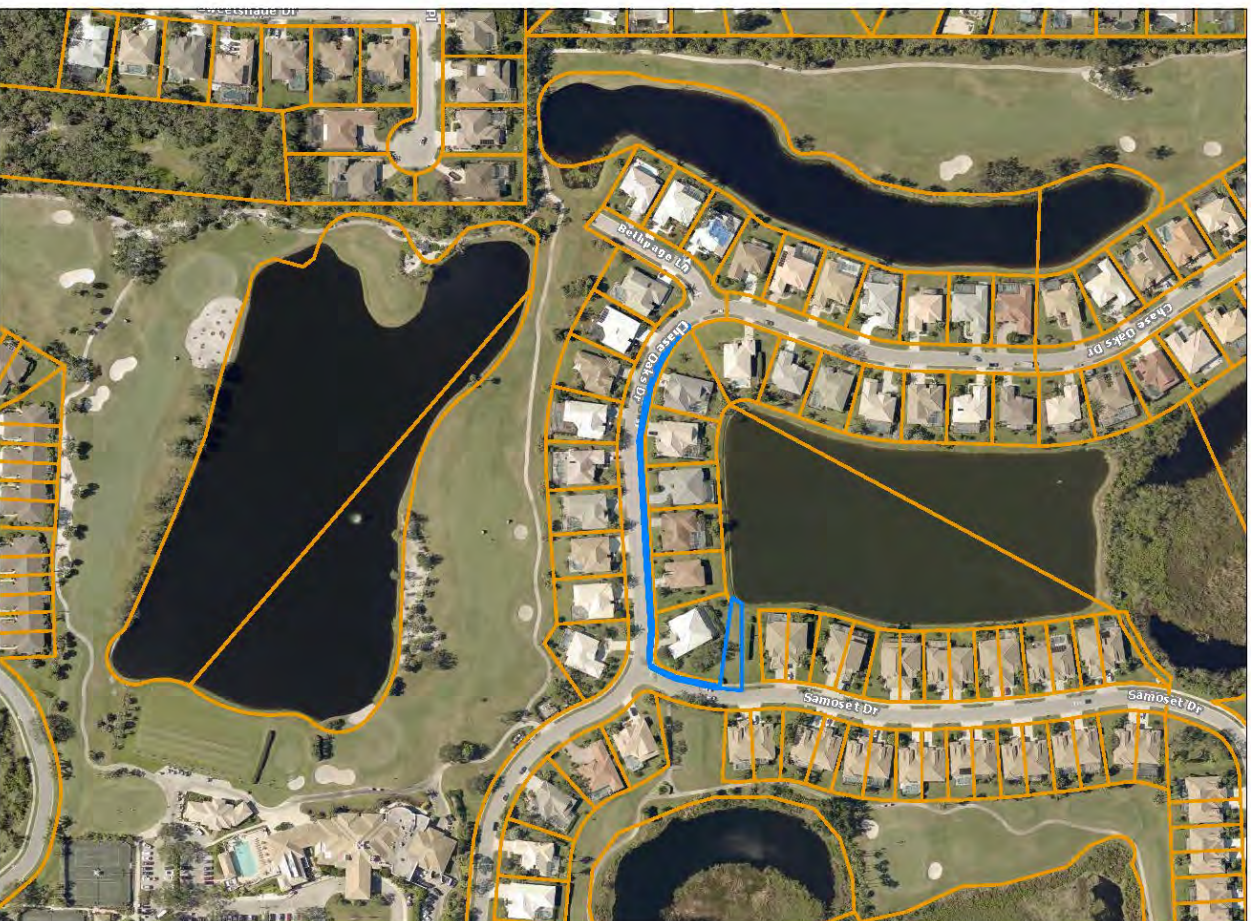






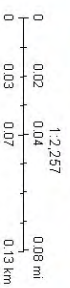






9/20/2023, 2:38:04 PM

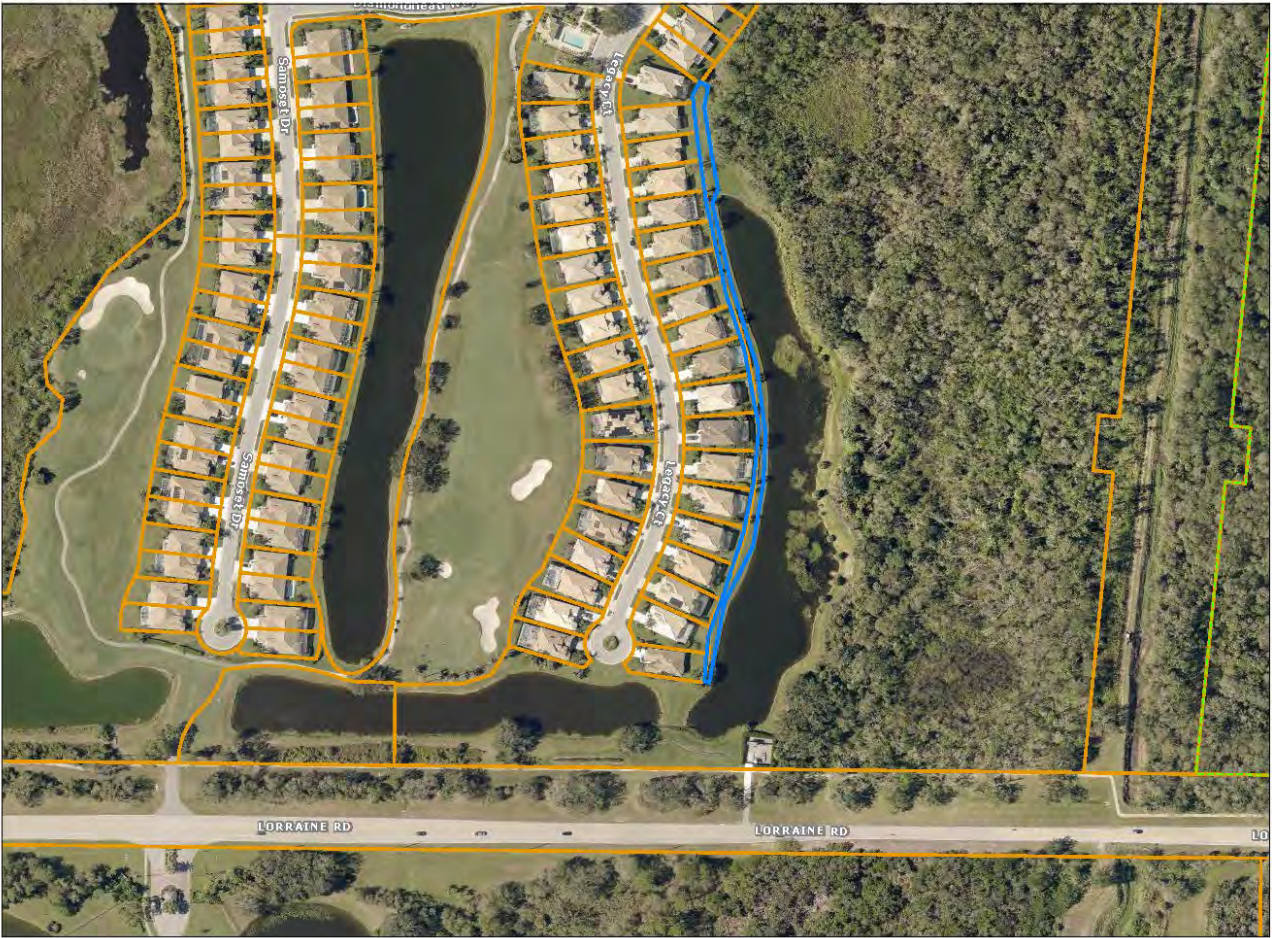
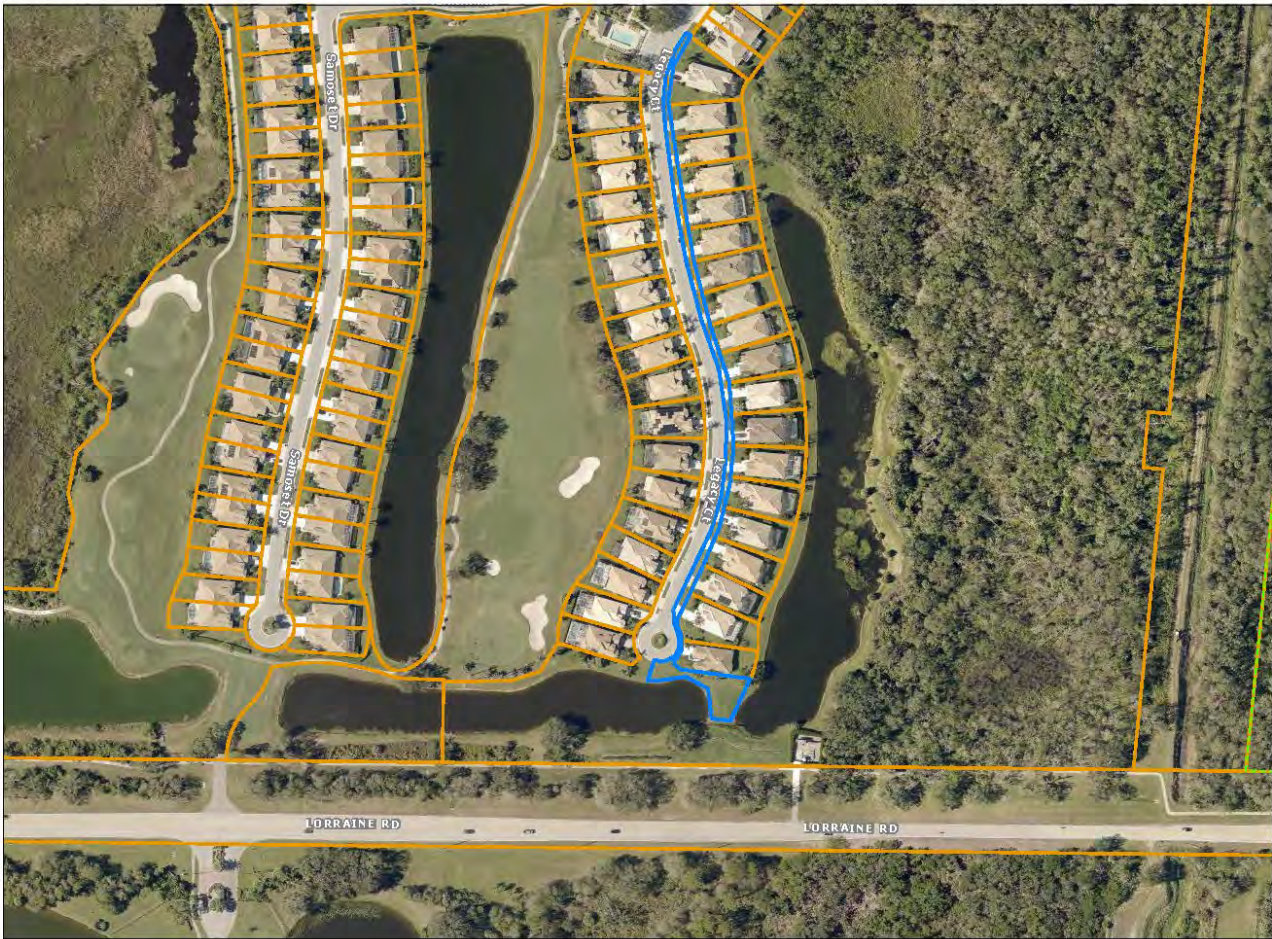
Parcels 2023

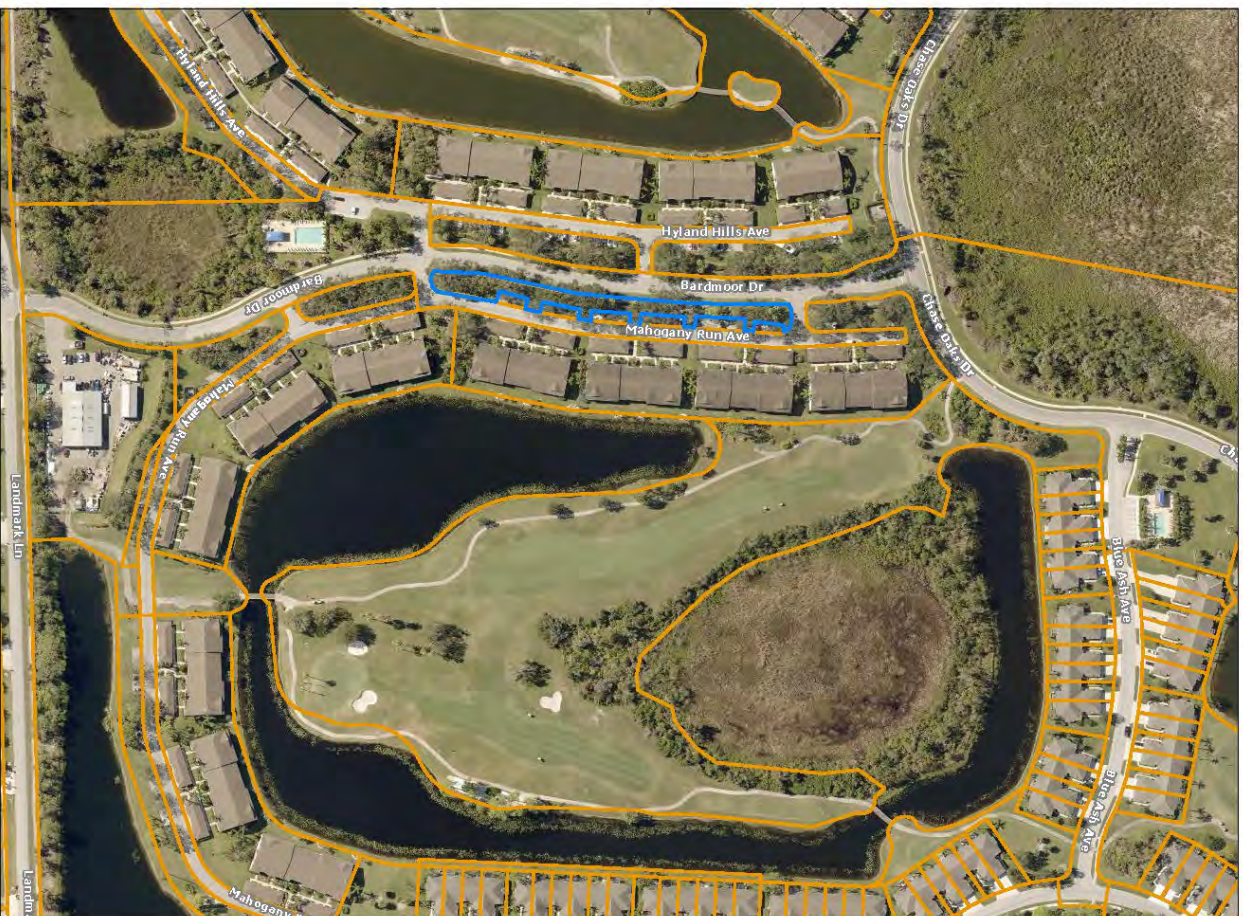


9/20/2023, 3:43:16 PM

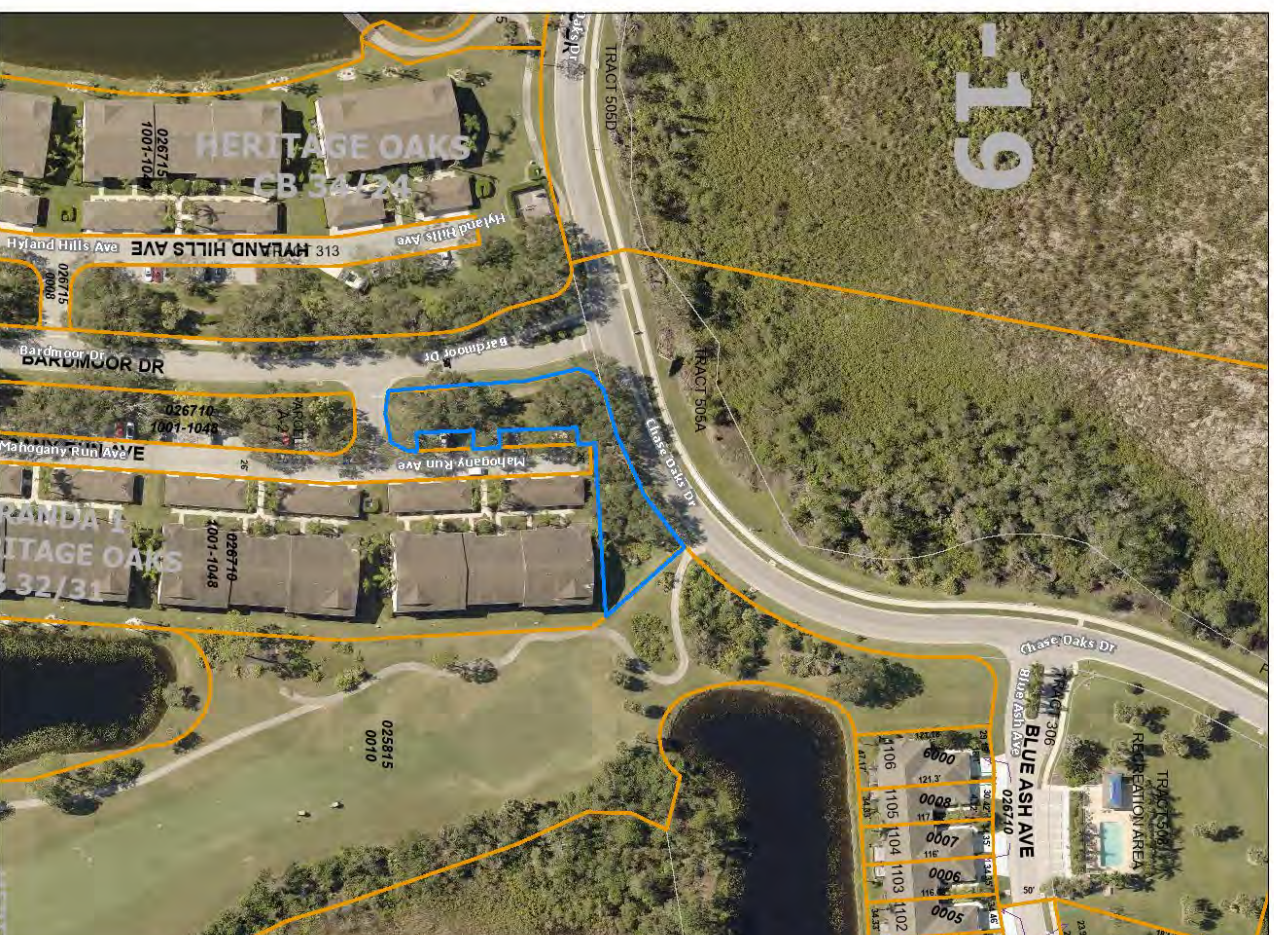
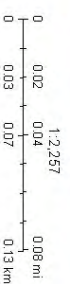
Parcels 2023



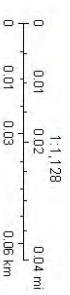




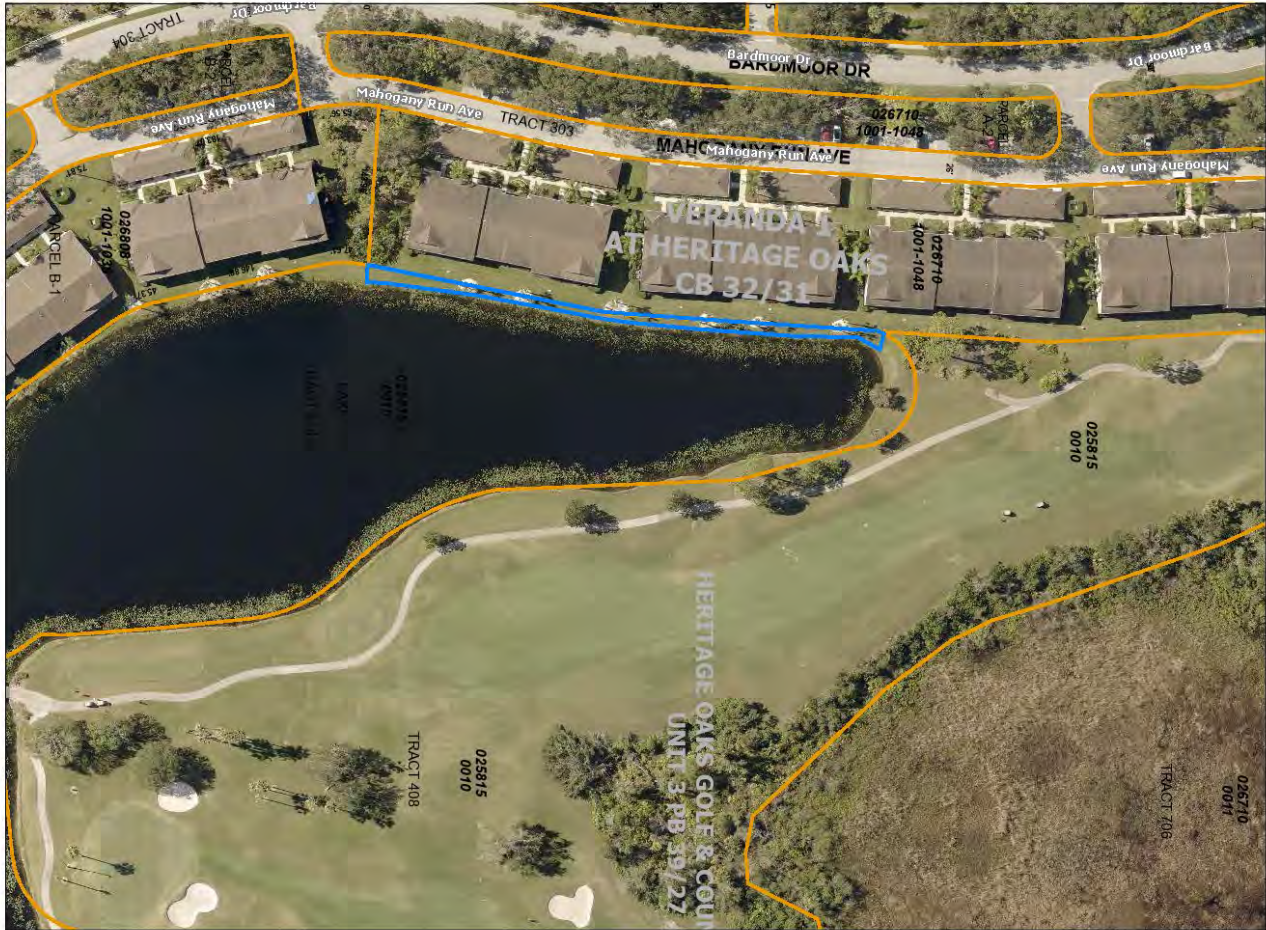
9/19/2023, 11:07:38 AM
Parcels 2023



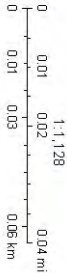
9/19/2023, 11:11:02 AM
Parcels 2023



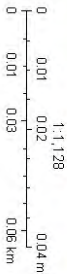
Lot
Lot Phase
Lot Blocks
County Line

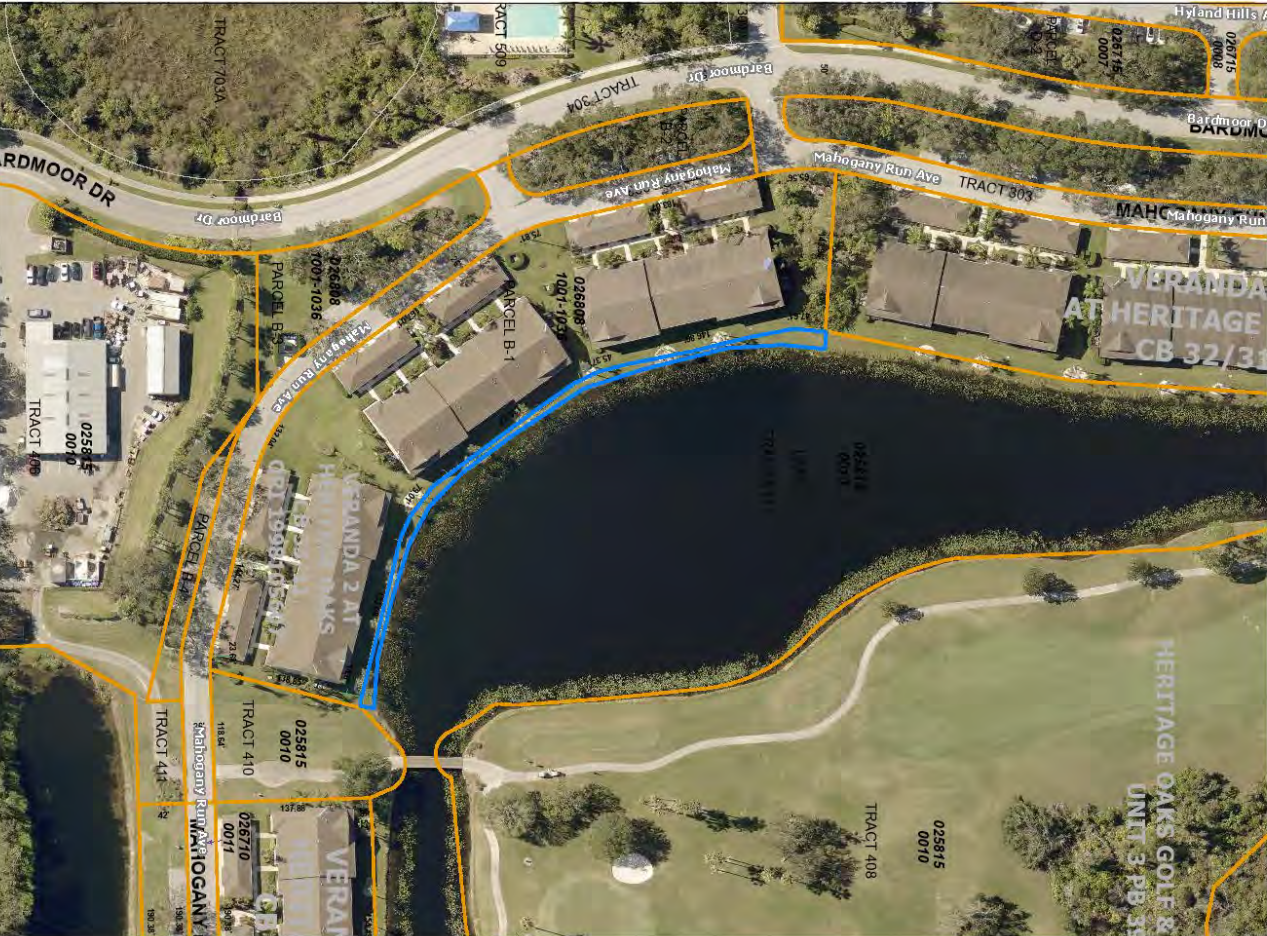
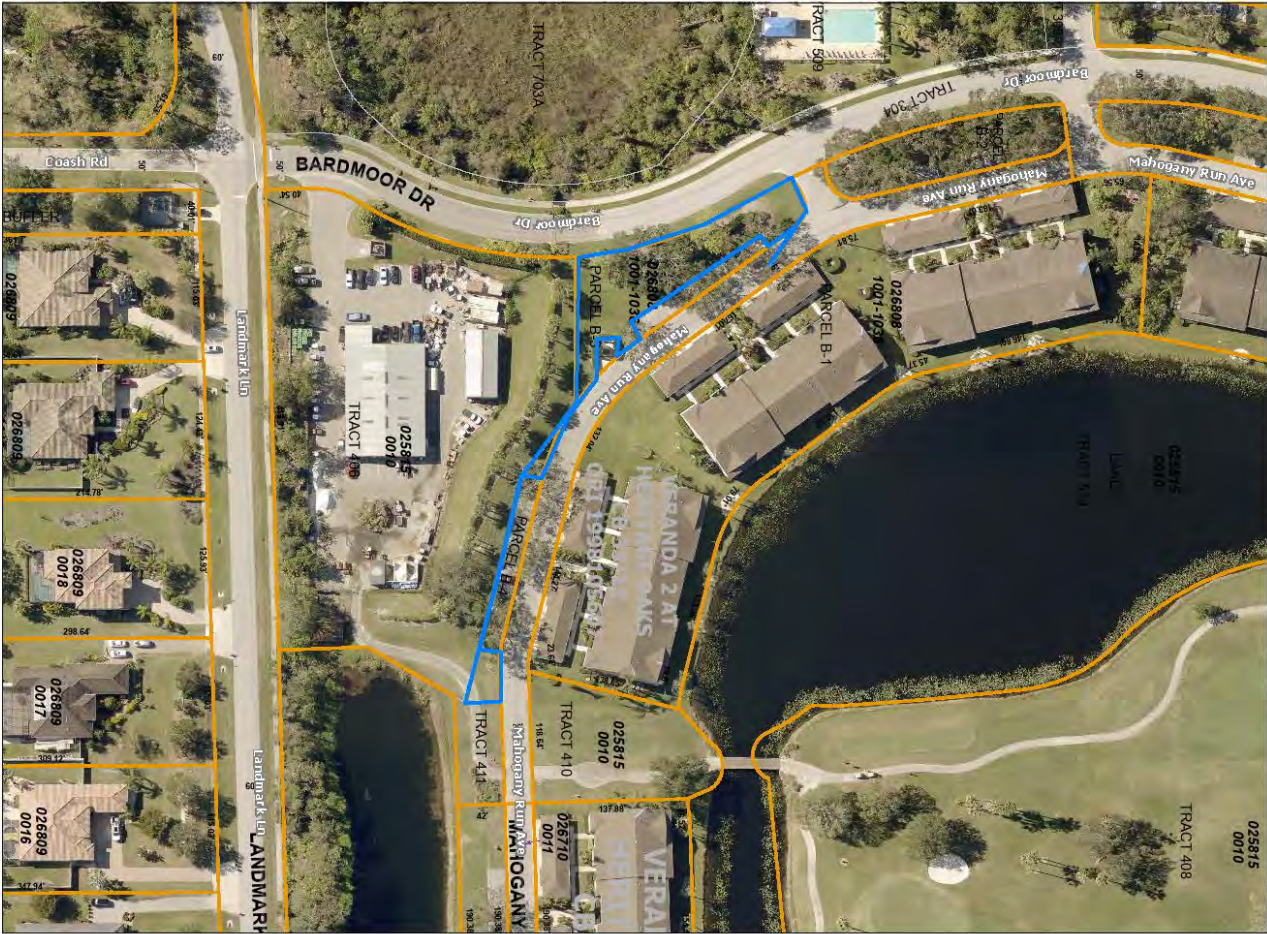


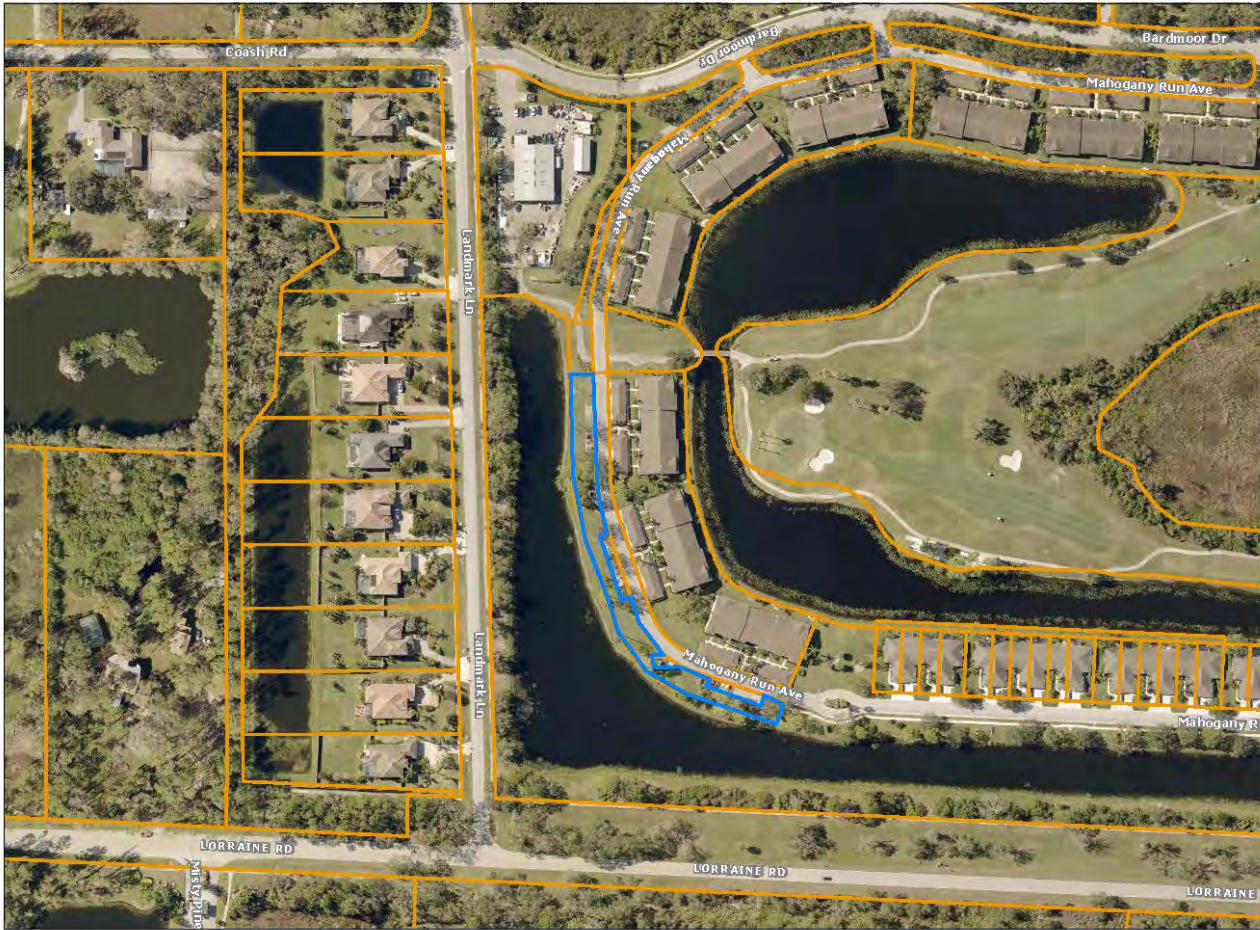
9/19/2023, 11:02:24 AM
Parcels 2023
Lot
County Line



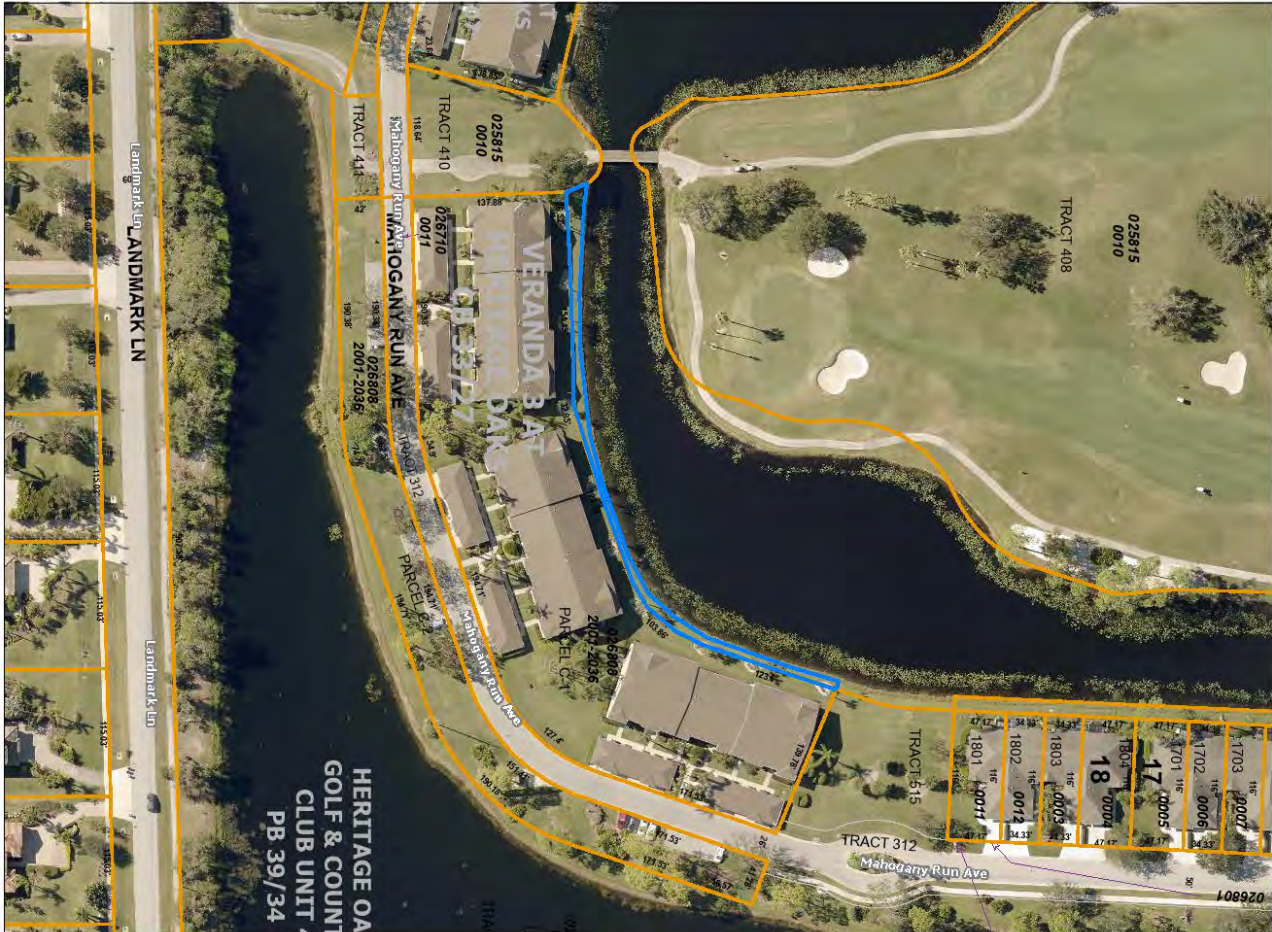
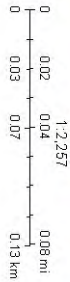
9/19/2023, 10:52:36 AM
Parcels 2023
Lot
County Line



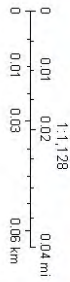




9/21/2023, 3:23:46 PM
Parcels 2023

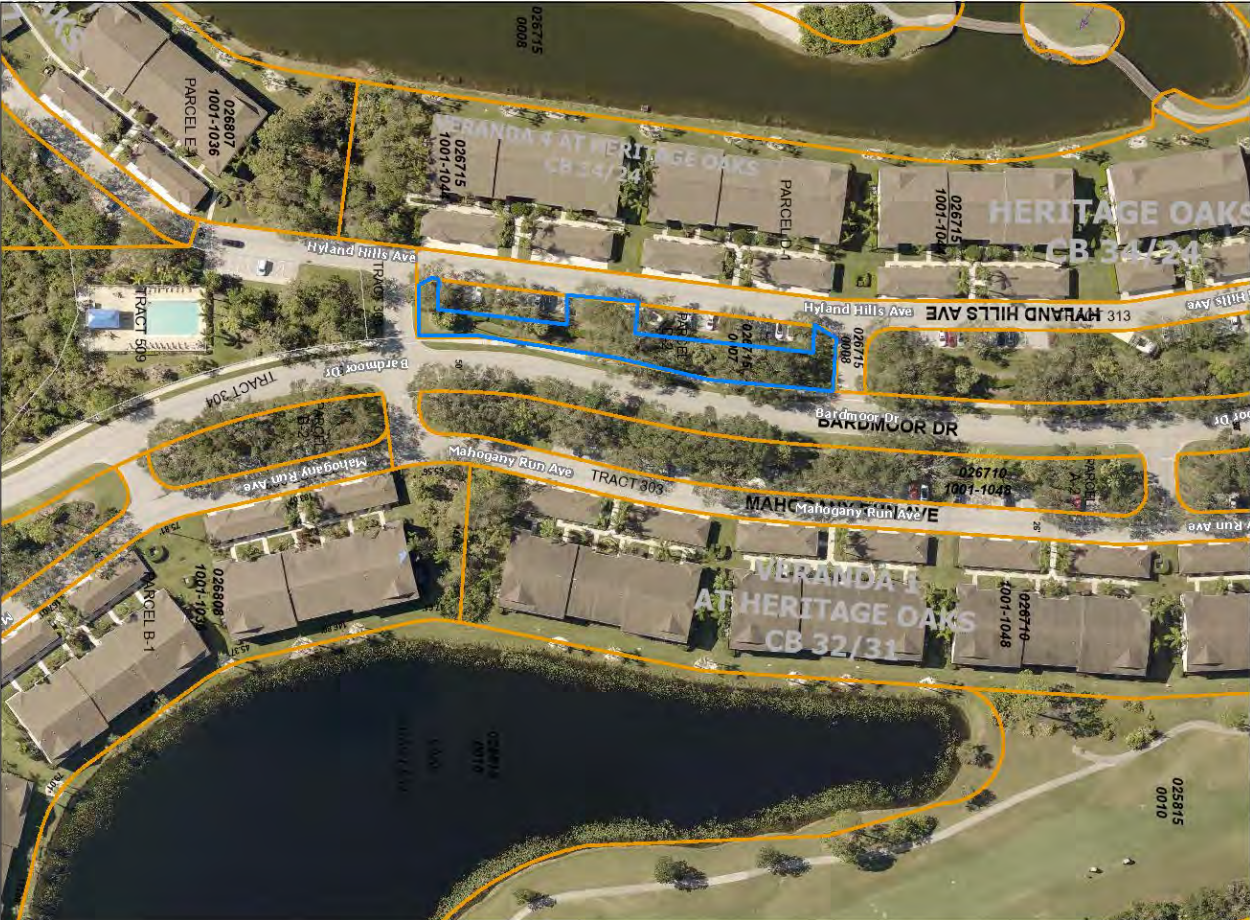


9/19/2023, 10:38:36 AM
Parcels 2023





0 0.01 0.02 0.03 0.04 mi
0 0.01 0.03 0.06 km

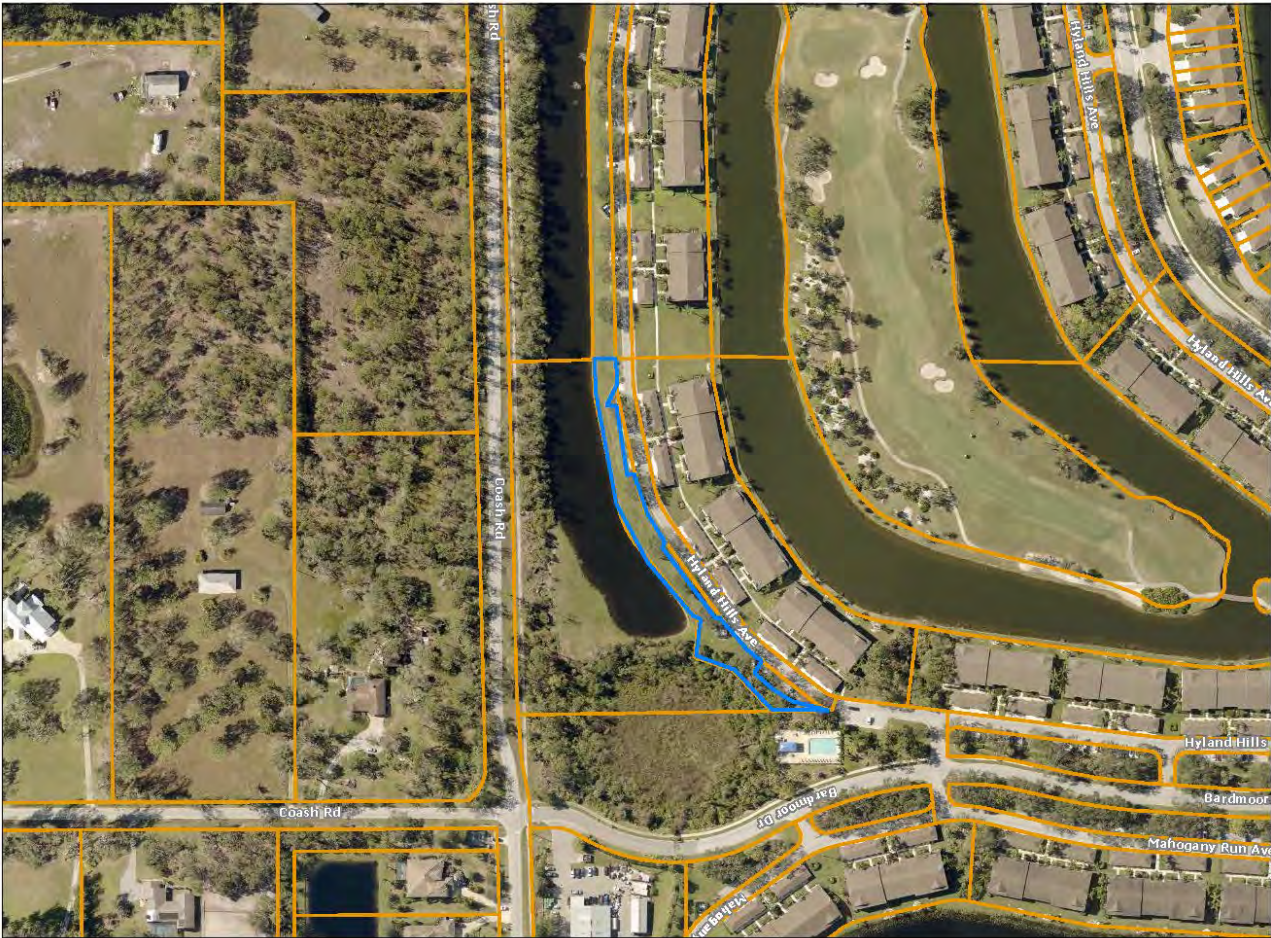


0 0.01 0.02 0.03 0.04 mi
0 0.01 0.03 0.06 km



9/19/2023, 12:24:35 PM
Parcels 2023

0 0.02 0.04 0.07 0.13
1.2 257
0 0.02 0.04 0.07 0.13
mi km



9/19/2023, 12:44:54 PM
Parcels 2023

0 0.02 0.04 0.07 0.13
1.2 257
0 0.02 0.04 0.07 0.13
mi km



9/19/2023, 12:40:07 PM

Parcels 2023
Lot
Lot Phase
Lot Blocks
County Line

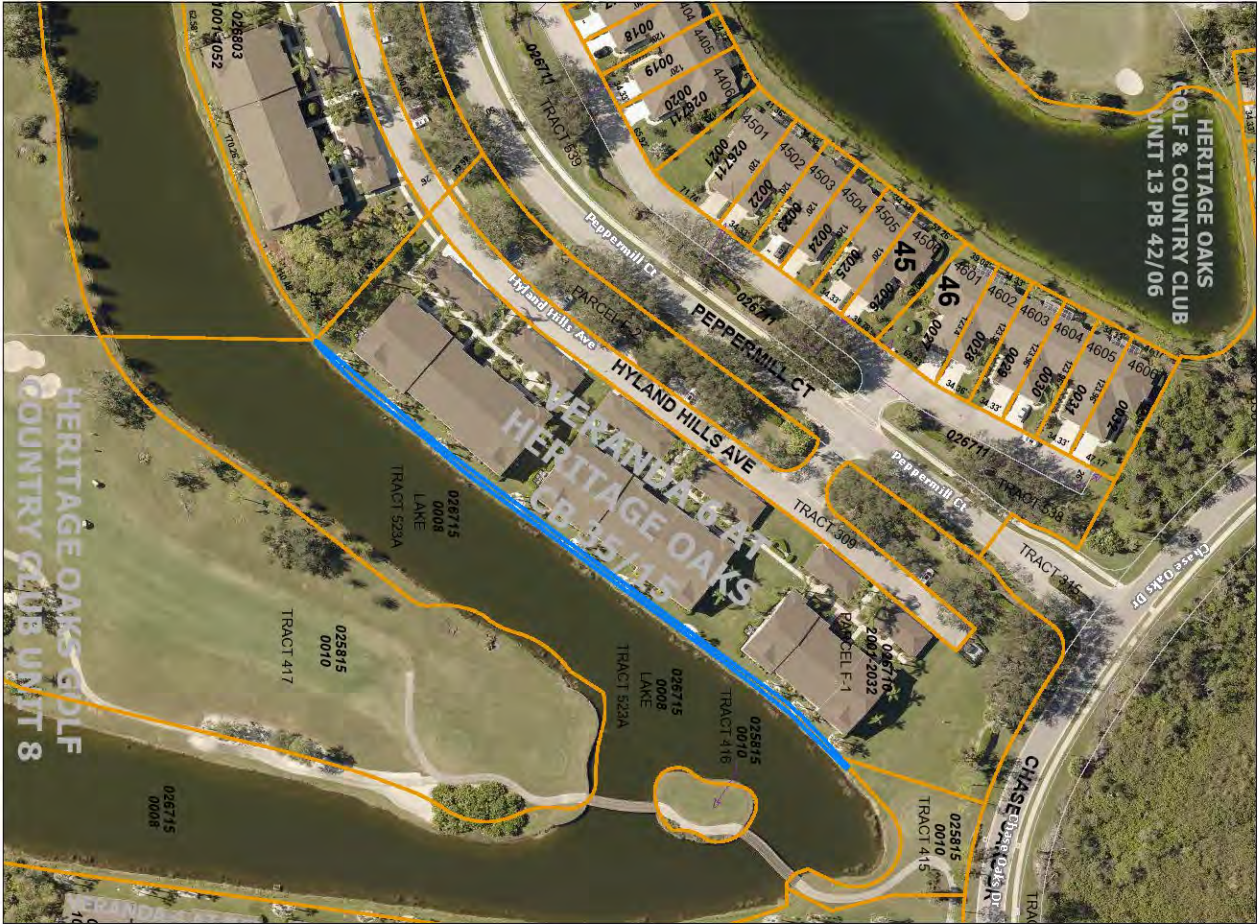
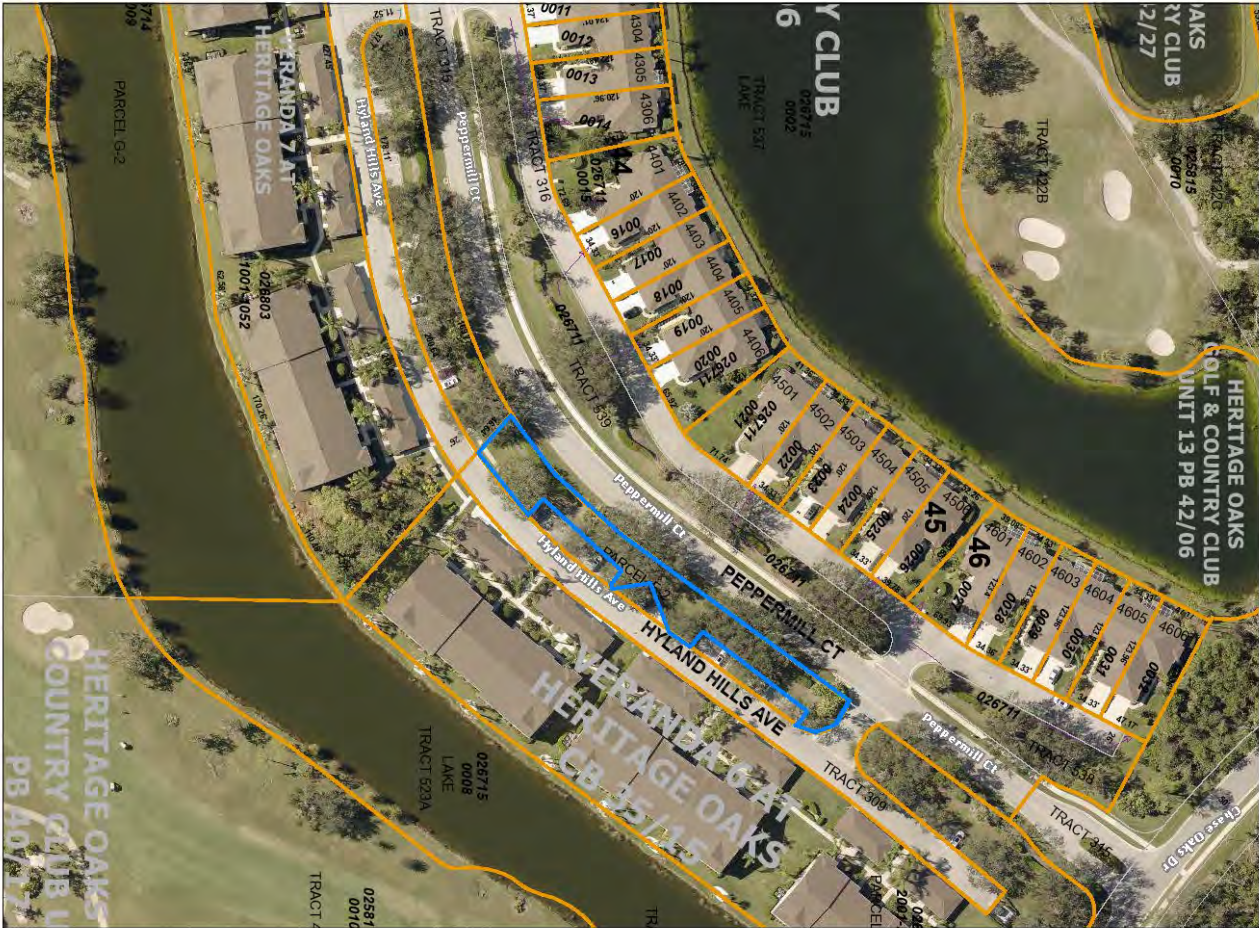
0 0.01 0.02 0.04 mi
0 0.01 0.03 0.06 km

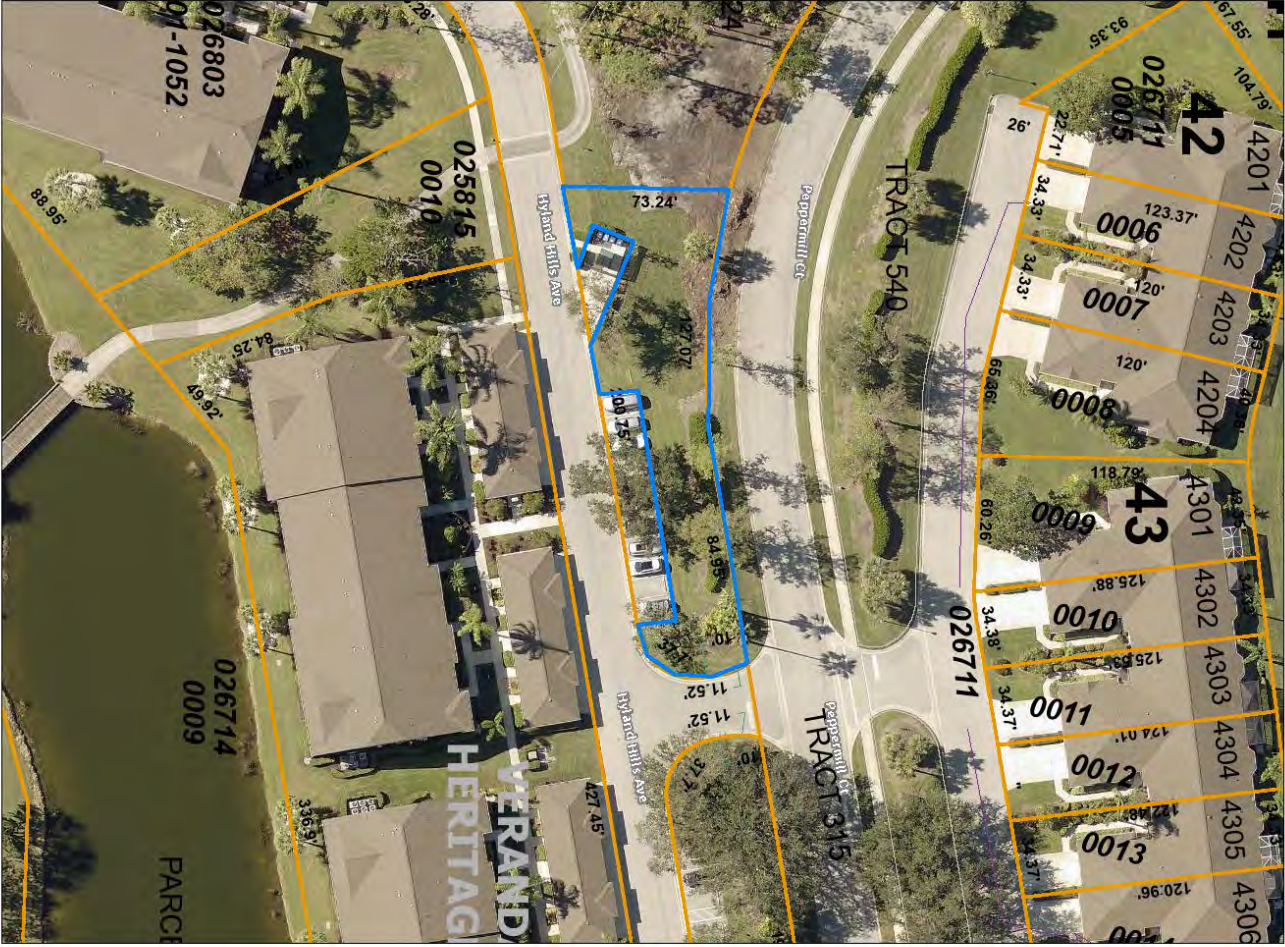


9/21/2023, 9:04:26 AM

Parcels 2023
Lot
Lot Blocks

0 0.01 0.02 mi
0 0.01 0.03 km









9/19/2023, 1:02:20 PM
Parcels 2023
1:2,257
0 0.02 0.04 0.07 0.08 mi
0 0.03 0.07 0.13 km



9/19/2023, 12:51:20 PM
Parcels 2023
1:2,257
0 0.02 0.04 0.07 0.08 mi
0 0.03 0.07 0.13 km

HERITAGE OAKS GOLF & COUNTRY CLUB, INC.
Proposed Amendment to Amended and Restated Bylaws

**(To eliminate requirement for all Neighborhood Associations
to hold Board meetings in conjunction with Club Trustee elections)**

3.1 Annual meeting. The annual meeting shall be held in Sarasota County, Florida, during either March or April of each year, at a day, place and time designated by the Board, for the purpose of ~~reporting on the~~ elections of Trustees by the Voting Groups and transacting any other business duly authorized to be transacted by the Members. The annual meeting is a general meeting, and unless the law or the governing documents require otherwise, notice of an annual meeting need not include a description of the purpose or purposes for which the meeting is called.

4.4 Nominations and elections. The Members are entitled to vote in the election of all Trustees at large and all Trustees to be elected by the Voting District where the Member resides.

(A) **Candidates.** The Board shall adopt and utilize procedures whereby any person eligible to serve as a Trustee may qualify as a candidate and have his 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 is eligible to fill. 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 by the Club regarding an 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 brief resumes of background and qualifications provided by any candidates who would like it distributed. The submission shall be contained on one side of an 8 ½" by 11" sheet. The ballots and all other election and voting materials shall be distributed by the Club with the notice of the annual meeting described in Section 3.5 above.

(C) **Balloting.** Elections shall be by secret written ballot. The candidate who receives a plurality of the votes cast shall be elected. Each Member may cast one vote for each at large seat up for election and one vote for each Trustee to be elected by the Voting District where the Member resides. ~~as many votes as there are~~

~~Trustees to be elected, but not more than one vote for any candidate.~~ Cumulative voting is prohibited. A Member may waive the right of secrecy of his ballot. Election ballots shall be cast by the Members directly with the Club either electronically or in person or by proxy at the Club's annual meeting. ~~their Neighborhood Association, which shall count the ballots at a Neighborhood Association Board meeting which is properly noticed and open to all Owners in the Neighborhood, and deliver the certified results and the ballots to the Secretary of the Club in a sealed envelope, no later than 5:00 p.m. on the day before the Annual Meeting.~~ Any ballots received after the first vote is counted at the Club's annual meeting ~~Neighborhood Association Board meeting~~ shall be invalid. ~~The sealed envelopes shall not be opened by the Club except as provided below.~~

(D) Vote counting. ~~On the day of~~During the annual meeting, the Board shall call for ballots to be cast in person by any Members who have not already cast their ballot(s) by proxy or electronically. before the meeting begins, After the Members have had the opportunity to cast in person ballots, voting shall be closed and 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, in the room and in the presence of the Membership. Any Member shall be entitled to attend and observe. The results of the election shall be announced according to the agenda set forth in Section 3.8, ~~at the beginning of the annual meeting,~~ and the new Trustees 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.

HERITAGE OAKS GOLF AND COUNTRY CLUB, INC.
Proposed Amendments to Amended and Restated
Declaration of Covenants, Conditions and Restrictions and Bylaws

**(To eliminate voting representatives and block voting and to conform
to the practice of members casting votes with the Club on Club matters)**

Sections in Declaration:

~~1.33 Voting Representative — Means the representative selected by the Owners in each Neighborhood to cast the votes of the Lots or Living Units in the Neighborhood in all club matters, other than the election of Trustees or the approval of special assessments, where a vote of the Members is required or permitted.~~

~~11.5 Neighborhood Association v Voting. The Bylaws of each Neighborhood Association shall provide a procedure by which it is Members who are entitled to cast votes as Members of the Club may cast their votes on Club matters with the Neighborhood Association. Members shall cast their votes on Club matters with the Club. The votes of the Members shall be counted as originally cast with one (1) indivisible vote allowed per Living Unit. Nothing herein shall require the use of secret ballots unless such use is required by law. Except as otherwise provided in the Amended and Restated Declaration of Covenants and Bylaws each Neighborhood Association shall poll its Owners or collect and tabulate its Members' votes and shall designate a Voting Representative to attend Club meetings and cast the votes of its Members at such meeting. The procedure, subject to any restrictions, limitations or conditions which may be imposed by the Neighborhood Covenants or by other recorded instrument, may provide for votes to be cast in a block or in the same manner as originally cast by the Neighborhood Association's Members, or in any other manner that is fair equitable, uniformly applied within that Association, and does not result in the casting of fractional votes. Nothing herein shall be construed to make it mandatory for the Neighborhood Association to poll its Members on every matter or any particular matter which may be voted upon by the Members of the Club.~~

11.6 Voting Districts. In order to provide relatively equal representation on the Board for various neighborhoods having potentially dissimilar interests, and to avoid a situation in which ~~the Voting Representatives~~ Members representing similar neighborhoods are able, due to the number of units in such neighborhood, to elect a disproportionate number of Trustees or exclude representation of others, the Club establishes Voting Districts for the election of Trustees to the Board as follows:

Sections in Bylaws:

2.2 Method of Voting ~~— All votes of the Members pertaining to the Club shall be cast with the Club electronically, or in person, or by proxy pursuant to Florida Statute and in accordance with Section 11.5 of the Declaration of Covenants at a duly called meeting of the Members. Except for the election of Trustees and voting on Special Assessments, a~~ All votes of the Members pertaining to the Club shall be ~~cast by the Voting Representative of the Neighborhood Association as provided in Section 3.6. Such procedure, subject to any restrictions, limitations or conditions which may be imposed by and Neighborhood Covenants or by other recorded instrument, may provide for votes to be east counted by the Club in a block, or~~ in the same manner as originally cast by ~~its~~the members, ~~or in any other manner that is equitable and uniformly applied within the Neighborhood Association, and does not result in the casting of fractional votes. The failure of a Voting Representative to cast votes in the manner instructed by the Neighborhood Association which he represents, or by its Members, shall not invalidate the votes as cast. The votes of the Members shall be counted as originally cast with one (1) indivisible vote allowed per Living Unit.~~ Nothing herein shall require the use of secret ballots unless such use is required by law.

2.5 Rights and privileges of Members.

(A) Every Member in good standing shall have the right to:

(1) ~~Have his vote cast by his Voting Representative at the meetings of the Members~~ To vote on all matters pertaining to the Club;

(2) Serve on the Board if elected;

(3) Attend Membership meetings.

~~(4) —Vote on matters not subject to (A)(1) above.~~

3.6 Voting Representatives. ~~Each Neighborhood Association shall appoint and designate in writing to the General Manager of the Club, at least annually by January 1st of each year, the name and address of one person who will serve as its Voting Representative for that year. That person will:~~

~~(A) —Represent the Members of that particular Neighborhood Association or Committee at Club Members meetings;~~

~~(B) —Cast the votes for the Units within the Neighborhood as provided in the Governing Documents; and~~

~~(C) — Keep the General Manager of the Club informed of changes in the ownership of Units as they occur, and provide the name and addresses of the new Members in their Neighborhood.~~

~~An alternate Voting Representative may be designated 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 Neighborhood Homeowners Association which elected them.~~

HERITAGE OAKS GOLF & COUNTRY CLUB, INC.
Proposed Amendment to Amended and Restated Bylaws

(To correct 2.7 to comply with Florida law)

2.7 Suspension of Membership. As further provided in Section 10 of the Declaration, the Board may suspend a Member's Membership in the Club:

- (A) For the period of time during which the Club, Condominium or Neighborhood Association's assessment against the Member remains unpaid more than sixty (60) days after the date it was due and payable; or
- (B) For a reasonable period during or after any violation of the Club, Condominium or Neighborhood Association Governing Documents by a Member or by any person to whom he has expressly or impliedly delegates his use privileges;
- (C) For misuse, abuse, or intentional destruction of Club property, real or personal.

Membership shall not be suspended until the Member has been sent reasonable notice of the intended suspension and been offered a reasonable opportunity to be heard. Suspension of any Member's Membership temporarily revokes the Member's rights and privileges to use and enjoy Common Areas and facilities and to participate in Club affairs, and the right to transfer his Membership. A suspension shall in no way impair the enforceability of any assessment or lien therefor, or the authority of the Club to assess and collect any future assessment and lien, nor shall it impair the Member's right of access to, and use of, his own property in a manner consistent with the Governing Documents. The right of the Member to vote may ~~not only~~ be suspended for non-payment of financial obligations to the Club that are more than 90 days delinquent.