

PREPARED BY AND RETURN TO:

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



**CERTIFICATE OF AMENDMENT 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 for Heritage Oaks Golf & Country Club Inc., containing the Amended and Restated Bylaws and Amended and Restated Articles of Incorporation were recorded on April 27, 2016 at Instrument 2016051030 of the Public Records of Sarasota County, Florida;

WHEREAS, pursuant to Section 15.5 of the Amended and Restated Declaration, the Amendments to the Declaration of Covenants attached hereto were approved by greater than two-thirds of the voting interests of members present in person or by proxy and voting at the annual meeting of the Association which was duly and properly noticed and held on March 26, 2019;

WHEREAS, pursuant to Section 8.2 of the Amended and Restated Bylaws, the Amendments to the Bylaws attached hereto were approved by greater than two-thirds of the voting interests of the members present in person or by proxy and voting at the annual meeting of the Association which was duly and properly noticed and held on March 26, 2019;

WHEREAS, the Amendments to the Declaration of Covenants and to the Bylaws attached hereto were duly adopted and shall be effective when this Certificate and the copy of the Amendments which are attached hereto are recorded in the Public Records of Sarasota County, Florida;

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 the Declaration of Covenants which were adopted on March 26, 2019 are attached hereto as Exhibit A and (iii) the Amendments to the Bylaws which were adopted on March 26, 2019 are attached hereto as Exhibit B.

HERITAGE OAKS GOLF & COUNTRY CLUB, INC.

[Signature]
Lloyd Tirey, President

[Signature]

Signature of Witness

David Somers

Print or Type name

Callie Semach

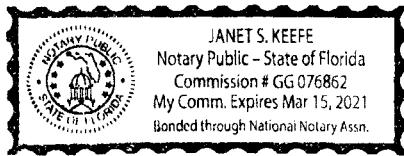
Signature of Witness

Callie Semach

Print or Type name

STATE OF FLORIDA
COUNTY OF *Sarasota*

The foregoing instrument was acknowledged before me this 5th day of April, 2019, by Lloyd Tirey who is personally known to me or who has produced _____ as photographic identification.



Janet S. Keefe
Notary Public

Janet S. Keefe
Print Name of Notary Public

My Commission Expires: 03-15-2021

DECLARATION

4. **CLUB MEMBERSHIP; VOTING RIGHTS.** Each Living Unit shall have ~~two~~ one Memberships appurtenant to the Living Unit, regardless of the number of Owners or the type of Ownership (natural persons, corporation, limited liability company, trust or other legal entity). If a Living Unit is owned by a married couple or cohabitating couple, the Membership shall be attributed to that couple. In that event, the Membership use shall extend to the couple and their children twenty-two (22) years of age or younger, residing in the Living Unit. Temporary and seasonal memberships may be created in the discretion of the Board. The rights, powers, duties and privileges of Membership shall be as set forth in this Amended and Restated Declaration, the Articles of Incorporation, Amended and Restated Bylaws, and Rules and Regulations, as may be amended from time to time. The Owner(s) of each ~~Lot or~~ Living Unit shall have one (1) indivisible vote in all matters upon which the Member are entitled to vote.

4.1 Occupancy and Membership Class

(A) The Club will have one (1) class of Membership as follows:

(1) **Members.** If a Living unit is owned by one person, that person shall be a member and shall be entitled to designate one additional person who shall have full rights to use and enjoy the Club and Community Common Area facilities ("Use Rights Designee"). The designation of use rights to the Use Rights Designee may occur no more than twice in any calendar year, and the designated person cannot reside within one hundred (100) miles of the property. If a Living unit is owned by two persons, whether a married couple, a cohabitating couple or any other two persons, then the two persons who hold record legal title to the Living unit shall jointly own the Membership. If a Living unit is owned by three or more persons, the joint owners of the Living Unit shall jointly own the Membership and shall designate which two of the owners shall enjoy the right to use the Club and Community Common Area facilities. If a Living unit is owned by a corporation, limited liability company, trust or other legal entity, hereinafter ("Legal Entity"), the Legal Entity shall be a Member and may designate two persons as Use Rights Designees. If a Living unit is owned by two Legal Entities, the Membership shall be jointly owned by the Legal Entities and each Legal Entity shall be entitled to designate one Use Rights Designee. If a Living unit is owned by a Legal Entity and one person, the Membership shall be jointly owned by the Legal Entity and the person, who shall both be Members, and the Legal Entity shall be entitled to designate one Use Rights Designee. If a Living unit is owned by a combination of three or more persons and Legal Entities, the joint owners of the Living unit shall jointly own the Membership and shall designate two Use Rights Designees from among the Legal Entities and persons who own record legal title. All designations in favor of any Use Rights Designee may occur no more than twice in any calendar year, and the designated person cannot reside within one hundred (100) miles of the property. Members shall be the Owners of Lots or Living Units within the Community to which two (2) Memberships have been made an appurtenance by the Amended and Restated Declaration, as limited by Section 4 above. Members shall have full rights to use both the Club and Community Common Areas Facilities. If a Living Unit is occupied by a married couple or cohabitating couple, the Membership shall be attributable to that couple. In that event, the Membership use shall extend to the couple and their children twenty two (22) years of age or

~~younger. A single Owner may designate one person who is entitled to membership use rights. This designation may occur no more than twice in any calendar year, and the person cannot reside within one hundred (100) miles of the property. Except for temporary delegations of use as provided in Section 4.3 below, a Membership shall not be assignable and/or transferable by any method other than the sale, lease or conveyance of record legal title to the ~~Lot or~~ Living unit to which it is appurtenant. Upon sale or other transfer of Ownership of a ~~Lot or~~ Living Unit to which a Membership is appurtenant, the transferor shall be deemed to have automatically assigned and transferred the Membership with ~~his~~ the Living Unit. A Member's right to use the golf course and other recreation facilities is limited as set forth in this Amended and Restated Declaration and in the Amended and Restated Bylaws. Any attempt to separate the Membership from the interest in real property upon which it is based shall be null and void.~~

DECLARATION

4.2 **Association rights and easements.** Members in good standing have the non-exclusive right to use the Common Areas subject to:

(C) The right of the Club to suspend a Member's right to use Common Areas for the period during which any assessment or charge against ~~the Member's Lot or~~ the Member's Living Unit(s) remains unpaid and past due, and for a reasonable period during or after any infraction of the Club's rules and regulations or any breach of the covenants and/or unpaid Club or Neighborhood Association dues. If the same Member has one or more Living units for which assessments are unpaid and one or more Living units for which assessments are current, the suspension of use rights may be applied to all Living units owned by the Member.

DECLARATION

4.5 Separation of Ownership. The Ownership of a Lot, and Membership in the Club is appurtenant to each Living Unit. †The Ownership of the a Living Unit constructed thereon, may not be separated or separately conveyed from the Membership in the Club. Only persons who own a Living Unit in the community may hold a Membership in the Club. Persons and Legal Entities who own multiple Living Units, individually or jointly, shall hold one Membership for each Living Unit. ‡ nor may any person who does not own record legal title to at least one Lot, Living Unit, or Parcel hold a Membership in the Club.

DECLARATION

5.20 **Signs.** No signs, banners, billboards or advertisements of any kind, including without limitation, those of Realtors, politicians, contractors or subcontractors, shall be erected or displayed anywhere in the Community, including on Lots or in windows and on motor vehicles. The Board shall have the right to erect signs as it, in their discretion, deem appropriate. The Board shall have the right to allow open house signs by Members in compliance with rules and regulations promulgated by the Board. If any sign is erected in violation of this provision, the Club, or a Neighborhood Association having jurisdiction shall have the right to enter the property on which the sign is located and remove it. The foregoing shall not apply to signs, banners, flags, billboards or advertisements used or erected by the Club, nor to entry and directional signs installed by the Club, and signs required by law.

DECLARATION

5.20 **Signs.** No signs, banners, billboards or advertisements of any kind, including without limitation, those of Realtors, politicians, contractors or subcontractors, shall be erected or displayed anywhere in the Community, including on Lots or in windows and on motor vehicles. The Board shall have the right to erect signs as it, in their discretion, deem appropriate. The Board shall have the right to allow the placement of a small plaque on the front wall of garages in compliance with rules and regulations promulgated by the Board. If any sign is erected in violation of this provision, the Club, or a Neighborhood Association having jurisdiction shall have the right to enter the property on which the sign is located and remove it. The foregoing shall not apply to signs, banners, flags, billboards or advertisements used or erected by the Club, nor to entry and directional signs installed by the Club, and signs required by law.

DECLARATION

9.11 **Resale capital contribution.** The Club has the power, but not a duty, to levy a resale capital contribution upon the transferee in any conveyance of title to a ~~Lot or~~ Living Unit by a Member. The amount of the resale capital assessment and the manner of payment shall be as determined by resolution of the Board from time to time; provided, however, all ~~Lots or~~ Living Units similarly situated shall be assessed a uniform amount. The due date shall be the date of the closing of the conveyance. Payment of the resale capital contribution shall be the legal obligation of the transferee. For purposes of this Section 9.11, the term “conveyance” shall mean any transfer of record legal title to a ~~Lot or~~ Living Unit by deed or other means of conveyance, with or without valuable consideration, and shall also refer to a transfer of possession and beneficial Ownership by means of an agreement for the deed or “land contract.” It does not refer to a transfer of title (i) resulting from foreclosure of a lien, ~~or (ii) via a deed in lieu of foreclosure,~~ or the death of the transferor, nor to a transfer of title (iii) to a trustee, or a corporation, or the transferor’s current spouse, without changing occupancy, solely for estate planning or other financial or tax reasons, or (iv) resulting from the death of a Member where title to the unit passes to one or more beneficiaries of a trust established by the deceased Member and in which title to the unit was vested on the date of the death of the Member who established the trust or where title to the unit was not in a trust and passes to one or more heirs at law from the intestate estate of a deceased Member or to one or more devisees of the testate estate of a deceased Member.

DECLARATION

10.1 **Owner and Member compliance.** The protective covenants, conditions, restrictions and other provisions of the Governing Documents and the rules promulgated by the Club, shall apply to all Owners, as well as to any other person occupying any Living Unit, tenants, guests, ~~and invitees~~ and Use Rights Designees. Failure of an Owner to notify any person of the existence of the rules, or the covenants, conditions, restrictions and other provisions of the Governing Documents shall not in any way act to limit or divest the Club of the power to enforce these provisions. Each Owner shall be responsible for any and all violations by any Use Rights Designees and by his tenants, licensees, invitees or guests, and by the guests, licensees and invitees of his tenants, at any time.

DECLARATION

10.4 **Suspension of Common Area use rights; fines.** The Club may suspend, for a reasonable period of time, the Membership rights of a Member, and the use rights of ~~the~~ Member's tenants, guests, ~~or~~ invitees, and Use Rights Designees, or all, to use Common Areas and golf course, tennis courts, swimming pool and all other facilities. The Club may also levy reasonable fines not to exceed the maximum amount allowed by law, against any Member, Use Rights Designee, or any tenant, guest, or invitee.

(A) For the period of time during which the Club or Neighborhood Association's assessment against the ~~Member~~ Member remains unpaid on any Living unit to which the membership is appurtenant more than ninety (90) days after the date it was due and payable. If the same Member(s) has one or more Living units for which assessments are unpaid and one or more Living units for which assessments are current, the suspension of use rights may be applied to all Living units owned by the Member; or

DECLARATION

10.4. Suspension of Common Area use rights; fines. The Club may suspend, for a reasonable period of time, the Membership rights of a Member or Member's tenants, guests, or invitees, or all, to use Common Areas and golf course, tennis courts, swimming pool and all other facilities. The Club may also levy reasonable fines not to exceed the maximum amount allowed by law, against any Member or any tenant, guest, or invitee.

- (A) For the period of time during which the Club or Neighborhood Association's assessment against the member remains unpaid more than ~~ninety~~ Sixty (~~90~~60) days after the date it was due and payable; or

DECLARATION

11.6 **Voting groupsDistricts.** 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 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 Groups-Districts for the election of Trustees to the Board as follows:

VOTING GROUP-DISTRICT 1

<u>Heritage Oaks Homeowners Association Inc.</u>	<u>69 Lots</u>
<u>Heritage Oaks Patio Homes I, Inc.</u>	<u>38 Lots</u>
<u>Heritage Oaks Golf Villas Association, Inc.</u>	<u>165 Lots</u>
	<u>272 TOTAL</u>

<u>Heritage Oaks Homeowners I</u>	<u>22 Lots</u>
<u>Heritage Oaks Homeowners II</u>	<u>17 Lots</u>
<u>Heritage Oaks Homeowners III</u>	<u>20 Lots</u>
<u>Heritage Oaks Homeowners IV</u>	<u>10 Lots</u>
<u>Villas IV at Heritage Oaks</u>	<u>22 Lots</u>
<u>Villas V at Heritage Oaks</u>	<u>24 Lots</u>
<u>Villas VI at Heritage Oaks</u>	<u>27 Lots</u>
	<u>142 Total</u>

VOTING GROUP-DISTRICT 2

<u>Heritage Oaks Club Homes I, Inc.</u>	<u>28 Lots</u>
<u>Heritage Oaks Club Homes II, Inc.</u>	<u>28 Lots</u>
<u>Heritage Oaks Club Homes III, Inc.</u>	<u>28 Lots</u>
<u>Heritage Oaks Club Homes IV, Inc.</u>	<u>30 Lots</u>
<u>Heritage Oaks Club Homes V, Inc.</u>	<u>24 Lots</u>
<u>Heritage Oaks Club Homes VI, Inc.</u>	<u>22 Lots</u>
<u>Heritage Oaks Club Homes VII, Inc.</u>	<u>24 Lots</u>
<u>Heritage Oaks Club Homes VIII, Inc.</u>	<u>32 Lots</u>
<u>Heritage Oaks Club Homes IX, Inc.</u>	<u>30 Lots</u>
	<u>246 TOTAL</u>

<u>Club Homes I</u>	<u>28 Lots</u>
<u>Club Homes III</u>	<u>28 Lots</u>
<u>Club Homes VI</u>	<u>22 Lots</u>
<u>Club Homes VIII</u>	<u>32 Lots</u>
<u>Club Homes IX</u>	<u>30 Lots</u>
	<u>140 Total</u>

VOTING GROUP-DISTRICT 3

<u>Veranda I, at Heritage Oaks Association, Inc.</u>	<u>48 Lots</u>
<u>Veranda II, at Heritage Oaks Association, Inc.</u>	<u>36 Lots</u>

Veranda III, at Heritage Oaks Association, Inc.	36 Lots
Veranda IV, at Heritage Oaks Association, Inc.	44 Lots
Veranda V, at Heritage Oaks Association, Inc.	36 Lots
Veranda VI, at Heritage Oaks Association, Inc.	32 Lots
Veranda VII, at Heritage Oaks Association, Inc.	52 Lots
Veranda VIII, at Heritage Oaks Association, Inc.	48 Lots

332 TOTAL

Club Homes II	28 Lots
Club Homes IV	30 Lots
Club Homes V	24 Lots
Club Homes VII	24 Lots
Patio Homes I	38 Lots
	144 Total

VOTING GROUP 4

Villas I	30 Lots
Villas II	30 Lots
Villas III	32 Lots
Veranda I	48 Units
	140 Total

VOTING GROUP 5

Veranda II	36 Units
Veranda III	36 Units
Veranda V	36 Units
Veranda VI	32 Units
	140 Total

VOTING GROUP 6

Veranda IV	44 Units
Veranda VIII	48 Units
Veranda VII	52 Units
	144 Total

Voting Groups—Districts will generally be composed of one or more neighborhoods of similar housing types, but the designation of such groups is as set forth herein. Each Voting Group District shall be entitled to elect the number of Trustee specified in the Amended and Restated Bylaws.

DECLARATION

16.10 **Applicable Statutes.** The validity, application, and construction of this Declaration and its exhibits shall be governed by the Laws of Florida, as they exist on the date of recording this Amended and Restated Declaration. The provisions of Chapter 720, Florida Statutes, as presently existing, or as may be amended from time to time, are adopted and included herein by express reference. To the extent any provision in this Declaration of Covenants conflicts with Chapter 720, Florida Statutes, as presently existing, or as may be amended from time to time, the provisions of Chapter 720 shall control.

BYLAWS

4.2 Number; qualifications. The Board shall consist of nine (9) Trustees elected by the Members. Each Trustee elected by the Members must be an Owner or the spouse of an Owner of a Living Unit and must reside in the Voting District from which he or she was elected, except for "At Large Trustees" who may reside in any Voting District. By way of example, a Member who owns and resides in Voting District 1, and who also owns a Living Unit in which he or she does not reside in Voting District 3, is qualified to serve as Trustee for Voting District 1 but is not qualified to serve as Trustee for Voting District 3. ~~In~~ In the case where a Living Unit is owned by a corporation, limited liability company, partnership or similar type of artificial entity, the designated voting representative of such entity shall be eligible to serve on the Board as an At Large Trustee or for the Voting District where the designated voting representative resides. In the event the Living unit is owned by a trust governed by the Florida Trust Code as defined in Florida Statute 736.0102, then the settlor or any beneficiary of the Trust shall be eligible to serve on the Board as an At Large Trustee or for the Voting District where the trust settlor or trust beneficiary resides, as described in Section 733.707(3), Florida Statutes, then the grantor or beneficiary as defined in former Section 737.303(4)(b) of the trust, shall be eligible to serve on the Board. At Large Trustees shall be elected by the entire Membership and may reside in any of the Voting Districts. If an Owner is elected as a Trustee by a Voting District and subsequently rents their Living Unit or otherwise terminates their residency in the Voting District from which he or she was elected, the Trustee shall be deemed to have resigned his or her position on the Board effective upon the termination of their residency in the Voting District from which they were elected. ~~No one housing type may have more than three (3) Trustees on the Board at any time. For purposes of this section 4.2 the term "housing type" will mean single families, patio, homes, villas, club homes and verandas. No one Voting District may have more than four (4) Trustees on the Board at any time ("the Four Trustee Limitation"). For Trustees who own more than one Living Unit, those Living Units where the Trustee does not reside shall not be used for purposes of applying the Four Trustee Limitation.~~

~~One Two~~ (4) Trustees will be elected for three year terms by each Voting ~~group~~ District, as specified in the Amended and Restated Declaration of Covenants creating the Voting ~~groups~~ Districts. The three (3) remaining seats will be filled at large by ~~the~~ vote of all Members for three year terms.

In the event any election results in a violation of the Four Trustee Limitation, the candidate receiving the highest percentage of votes and who shall not cause a violation of the Four Trustee Limitation shall be seated in the office of Trustee. In the event none of the candidates can be seated without a violation of the Four Trustee Limitation, or in the event of any vacancy on the Board, or in the event of any future violation of the Four Trustee Limitation, the Board shall promptly choose a successor to fill the vacant seat.

BYLAWS

4.5 Vacancies on the Board. If the office of any Trustee or Trustees becomes vacant for any reason, a majority of the remaining Trustees, though less than a quorum, shall promptly choose a successor or successors, who shall hold office for the entire remaining term. Any Trustee appointed by the Board shall be selected from the Voting District ~~voting group Neighborhood~~ in which they reside and from the Voting District of the Trustee who elected the Trustee who vacated the position. If for any reason there should arise circumstances in which no Trustees are serving and the entire Board is vacant, the Members shall elect successors at a special meeting held in accordance with the Amended and Restated Bylaws. Subject to the requirements of Section 11.6 in the Amended and Restated Declaration of Covenants, the Trustees shall be elected by a majority vote of the Members present in person or by proxy at the special Meeting, replacing each Trustee for the same term as the vacated position and the three (3) highest votes shall serve for three (3) years; those with the next three (3) highest votes shall serve for two (2) years; and those with the remaining lowest votes shall serve for one (1) year. Thereafter the election process for staggered terms shall apply.