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KAREN E. RUSHING

CLERK OF THE CIRCUIT COURT
SARASOTA COUNTY, FLORIDA

SIMPLIFILE

Receipt # 2987871

PREPARED BY AND RETURN TO:
David L. Boyette, Esquire
Adams and Reese LLP
1515 Ringling Boulevard, Suite 700
Sarasota, Florida 34231

**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 and Amended and Restated Articles of Incorporation for Heritage Oaks Golf & Country Club, Inc. were recorded on January 20, 2021 at Instrument 2021010449 of the Public Records of Sarasota County, Florida;

WHEREAS, pursuant to Section 15.5 of the Amended and Restated Declaration of Covenants, the attached amendments to Sections 1.33, 5.2(a), 5.22, 8.3, 9.11, 11.5 and 14 were approved by greater than two-thirds of the voting interests of members present in person or by proxy and voting at a special meeting of the Association which was duly and properly noticed;

WHEREAS, pursuant to Section 8.2 of the Amended and Restated Bylaws, the attached Amendments to Sections 2.2, 2.7, 6.2 and 7.11 were approved by greater than two-thirds of the voting interests present in person or by proxy and voting at a special meeting of the Association which was duly and properly noticed;

WHEREAS, the Amendments to the Declaration of Covenants and Bylaws attached hereto were duly adopted and shall be effective when this Certificate and attached copy of the Amendments 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 and (ii) the Amendments to Sections 1.33, 5.2(a), 5.22, 8.3, 9.11, 11.5 and 14 of the Declaration of Covenants and the Amendments to Sections 2.2, 2.7, 6.2 and 7.11 of the Bylaws were duly adopted at a properly noticed special meeting of the Association and true and correct copies are attached hereto.

Callie Sewach

Signature of Witness

Callie Sewach

Print or Type name

Greg Hurst

Signature of Witness

GREG HURST

Print or Type name

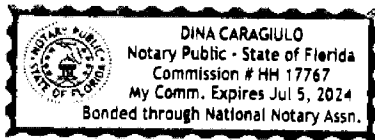
HERITAGE OAKS GOLF & COUNTRY CLUB, INC.

Charlotte Mordini

Charlotte Mordini, 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, 2023 by Charlotte Mordini as President of Heritage Oaks Golf and Country Club, Inc.



Dina Caragiulo
Notary Public

Dina Caragiulo
Print Name of Notary Public

My Commission Expires: July 5, 2024
Commission No.: HH 17767

Personally Known or Produced Identification
Type of Identification Produced _____

HERITAGE OAKS GOLF & COUNTRY CLUB, INC.

PROPOSED AMENDMENTS TO AMENDED AND RESTATED 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.

5.2 (A) The development of the Lands is subject to the requirements of Environmental Resource Permit No. 4313864.00, issued by SWFWMD. No Owner or Neighborhood Association may construct or maintain any building, residence or structure (including docks), or undertake any activity in the wetlands, wetland mitigation areas, buffer areas, upland conservation areas or drainage easements described on the recorded Plats of the Community and in the Environmental Resource Permit from SWFWMD (District) for the Community, unless prior written approval is received from both the Board, the District, and the Sarasota County ~~Regulation Department of SWFWMD Environmental Protection Division-EPD~~. Each Owner within the Community, at the time of construction of a building, Residence or structure, shall ensure that those structures' construction plans comply with the plans for the Community's surface water management system as approved by and on file with ~~SWFWMD the District~~. No Owner or Neighborhood Association shall in any way change, alter, impede, revise or otherwise interfere with the flow or volume of water in any portion of the Community's surface water management system (including but not limited to lakes, ponds, swales, drainage ways and wet retention ponds or other areas intended for the accumulation of stormwater runoff) without the prior written approval of the Board, the District and ~~of SWFWMD-EPD~~. ~~NO PERSON SHALL REMOVE LITTORAL ZONE VEGETATION FROM ANY STORMWATER MANAGEMENT SYSTEM. REMOVAL OF VEGETATION INCLUDES DREDGING, PULLING, CUTTING, APPLICATION OF HERBICIDES OR INTRODUCTION OF GRASS CARP.~~ No person shall remove littoral zone vegetation from any stormwater management system except for those deemed invasive or exotic. Removal of exotic/invasive vegetation means the in-place herbicide treatment of invasive herbaceous species; flush cutting of invasive woody species; and herbicide treatment of the stump removal of the remaining woody biomass from the required littoral shelf. Stocking of exotic fishes such as Tilapia (Oreochromis spp., Sarotherodon spp., and Tilapia spp.), grass carp (Ctenopharyngodon idella), suckermouth catfish (Hypostomus spp.) and others, shall be prohibited in ponds with designated littoral zones. If such species are introduced by other means (cross contamination by maintenance boats, birds, etc.) and are impacting the success of the littoral zone, they shall be removed from the stormwater system to the extent practical. Triploid Grass Carp is allowed in ponds without designated littoral zones for purposes of regulating plants that affect the water quality of the pond. To keep this fish from impacting native plants on other ponds or into any natural waterways, screens need to be placed in all inflows and outflows.

5.22 **Living Units; residential use.** Permanent occupancy in Living Units shall be limited to two (2) persons per bedroom. Temporary occupancy shall be permitted on special occasions as set forth in reasonable Rules and Regulations promulgated by the Board, from time to time. Living Units shall be occupied by only one family at any time, as a residence and for no other purpose. No business, commercial activity or profession may be conducted from any unit, nor may the name of the Community or the address of any Living Unit be publicly advertised as the location of any business. The use of a Living Unit as a public lodging establishment shall be deemed a business or commercial use. This restriction shall not be construed to prohibit any Owner from maintaining a personal or professional library, from keeping his personal, business or professional records in his Living Unit, or from handling his personal, business or professional telephone calls or written correspondence in and from his Living Unit. Such uses are expressly declared customarily incident to residential use. This Section 5.22 is, however, intended to prohibit commercial or business activity by an Owner which would unreasonably disrupt the residential ambiance of the Community, or make it obvious that a business is being conducted, such as by regular or frequent traffic in and out of the Community by persons making deliveries or pick-ups, by employees or other business associates, or by customers and clients. This restriction applies to conducting estate sales or garage sales.

8.3 **Maintenance and Alterations** – The Club is responsible for the maintenance, repair, replacement, insurance, protection, and control of all Community 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 Community Common Areas costing more than \$200,000, in the aggregate, during any fiscal year and there shall be no material alteration of or substantial additions to the Club Common Areas costing more than \$200,000, in the aggregate during any fiscal year, unless first approved by a majority of the ~~voting interests of the members~~ votes cast, in person or by proxy at a meeting called for the purpose of approving said material alteration or substantial addition at which a quorum of 20% of the voting interests is attained. However, if work that is reasonably necessary to meet the Club's obligations under the first sentence of this Section 8.3 also constitutes a material alteration or substantial addition, no prior Membership approval is required.

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 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 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 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, (ii) via a deed in lieu of foreclosure, (iii) to or from 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.

11.5 – **Neighborhood Association 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. 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.

14. **Funds Paid at Closing.** All dues, assessments, monies and charges levied by the Club or Neighborhood Associations shall be paid in full by the Buyer or Seller, of any lot or living unit prior to or at closing of the Unit. If the Seller has entered into an Installment Plan with the Club for payment of the levied assessments which allows payment over a specified schedule, that Plan shall be transferable to the Buyer. The Buyer shall provide a written agreement to the Club confirming that he or she has accepted and assumed the obligation of the debt prior to the Club issuing an estoppel certificate which acknowledges the transfer of the debt.

PROPOSED AMENDMENTS TO AMENDED AND RESTATED BYLAWS:

2.2 **Method of Voting** - Except for the election of Trustees and voting on Special Assessments, 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 cast in a block, or in the same manner as originally cast by its 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. Nothing herein shall require the use of secret ballots unless such use is required by 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) ~~ninety (90)~~ 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 be suspended.

6.2 Selection; terms. The Members of the ARC shall be appointed by the President of the Club to serve terms of ~~one~~ two years ending at the adjournment of the annual membership meeting of the Club or at such other time as may be provided by law. Terms of office shall be staggered with either two (2) or three (3) Members appointed each year based on the current staggering of the Committee. The Chair may temporarily assign a one-year term of office if necessary to implement or impose the proper two-year staggering of the Committee. Any Member of the ARC whose term is expiring may elect to volunteer for re-appointment to the Committee. All Members of the ARC shall serve until their respective successors have been dully appointed or until their resignation. If a mid-term vacancy occurs for any reason, the President shall appoint a successor

to fill the unexpired term. Members of the ARC, once appointed, may be removed only by vote of a majority of all the voting interests, and not by the officers or Trustees.

7.11 **Special Assessments** - Special assessments may be imposed by the Board whenever necessary to meet unbudgeted, emergency, or non-recurring expenses, or for such other purposes as are authorized by the Amended and Restated Declaration of Covenants or these Amended and Restated Bylaws. Special assessments are due on the day specified in the resolution of the Board approving such assessment. The notice of any special assessment must contain a statement of the purpose(s) of the assessment, and the funds collected must be spent for the stated purpose(s) or returned to the Members in a manner consistent with law. The total of all special assessments payable by the Members generally shall not exceed \$500 per Lot in any fiscal year unless approved in advance by a majority of the voting interests votes cast in person or by proxy at a meeting called for the purpose of approving said assessment at which a quorum of 20% of the voting interests is attained.