

DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS  
FOR  
RIVER STRAND GOLF & COUNTRY CLUB

ARTICLE 1  
DEFINITIONS

*Request sent to Lennar to provide additional definitions other than what is listed in this document.*

ARTICLE 2

No change

ARTICLE 3

No change

ARTICLE 4

No change

ARTICLE 5

CLUB MEMBERSHIP

5.1 Membership Requirement.

No change

5.2 Classes of Membership. The Club will initially have three (3) classes of voting membership, and at least one (1) class of non-voting membership, as follows:

A. Golf Members. With exception of those owners of lots or living units to which only a Social Membership ~~or a Community Membership~~ has been given as an appurtenance, Golf Members shall be all other owners of Lots or Living Units within the Subdivision. ~~The Developer reserves the right to create a Golf membership for every Lot and Living Unit.~~ Golf Members shall have full rights of use in the Golf Common Areas and facilities, including full golfing privileges. The actual number of golf memberships which may be created is in the discretion of the Developer, **but in any event, will not exceed 1299.** ~~AT THE DEVELOPER'S SOLE DISCRETION, THE DEVELOPER MAY CREATE ADDITIONAL GOLF MEMBERSHIPS AND APPROPRIATE AMENITIES.~~ Except for temporary delegations as provided 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 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 property. A member's rights to use the golf course and other recreation facilities shall be limited as set forth in this Declaration and in the Bylaws. Any attempt to separate the membership from the interest in real property upon which it is based shall be null void.

B. Social Members. The Social Members shall be the Owners of Lots or Living, Units within the Subdivision (if any) to which a Social Membership has been made an appurtenance by Neighborhood Covenants as originally recorded, or as amended by the Developer. Social members shall have all rights and privileges to use the Community Common Areas, except the Golf Common Areas. Social members shall not have golfing privileges, except that they may use the golf course only on a "space available" basis, upon payment of greens fees, cart fees and any other fees established by the Board. A Social membership shall not be transferable other than through the sale, lease or conveyance of the record legal title to the Lot or Living Unit to which it is appurtenant; however, a Social member may delegate his membership privileges to a tenant residing in the Member's Living Unit. The voting rights appurtenant to Living Units with a Social membership shall be as provided in the Bylaws. **However, Social Members may not vote on matters related to Golf Course and Golf Course Common Areas.**

~~c. Community Members. Community Members shall be the Owners of Lots or Units within the Subdivision (if any) to which a Community Membership has been made an appurtenance by Neighborhood Covenants as originally recorded, or as an amendment by the Developer. The rights and privileges associated with Community Members is undetermined at this time. There may or may not be voting rights associated with this membership. In any event, the rights, obligations and privileges associated with Community Members will be less than those given to Social Members.~~

~~d. Interim Members. The Developer or the Board shall have the right, but not the obligation, to authorize an unlimited number of Interim members who are not owners or residents of the Subdivision, and who shall have no voting rights are grandfathered as Interim Members effective January 1, 2016, and no new Interim Memberships will be offered. While in good standing, such members have the right to enjoy the social and recreational facilities appropriate established for to their membership class. To remain in good standing, such members shall be obligated to timely pay all charges and annual dues in the amount established by the Board of Directors. Such memberships shall be good for not more than one year at a time, and may, upon expiration of any one-year term, be terminated at the discretion of the Board of Directors, with or without cause.~~

**c. Interim Members:** The Board of Directors, at its discretion, may establish from time to time annual interim members. Such membership shall be for no more than one calendar year at a time and will be terminated at the expiration of the calendar year. To remain in good standing, such membership shall be obligated to timely pay all annual dues and charges, as determined by the Board of Directors. The Board of Directors will also define all the amenities available for use by these interim members. Interim members found to be in violation of club rules may have their membership terminated at any time by the Board of Directors.

~~**d. Developer Member.** The Developer shall be a member. Except for the 25 memberships that Developer is entitled to hold, own and use for the entire duration of this development. Except as specified below, Developer membership and voting rights shall cease to exist at the Turnover Meeting described in the Bylaws, but all of the Developer's other rights and privileges as the Developer, as set forth elsewhere in this Declaration or in the Bylaws, shall continue as long as the Developer holds any property within the Subdivision for sale in the ordinary course of business. If the Developer conveys undeveloped property within the Subdivision to a successor developer, the Developer may assign its Developer membership and/or some or all of its voting rights and privileges to the successor developer.~~

**d. "Golf Member for the Day – Private Club"** In order to comply with the Florida State Alcoholic Beverages and Tobacco regulations relating to dispensing of alcoholic beverages pursuant to a private club liquor license, the Club may create a daily membership to facilitate dispensing of alcoholic beverages to daily guests of the Club. The Board shall be empowered to adopt rules and restrictions pertaining to the charges paid to the Club for daily membership. In all events, any daily guest who has been charged for and paid a greens fee for use of the golf course shall be considered a member for that day. Membership for the day includes golf privileges and the use of the restaurant but no other amenities in RS.

### 5.3 Use of the Golf Course.

No Change

5.4 Waiver and Disclaimer Regarding Golf Course. Each Owner of a Lot or Unit shall accept the following inherent risks associated with the golf course:

**A. Early or Late Maintenance Operations.** Maintenance on the golf course may begin early in the morning and extend late into the evening, ordinarily occurring from **before** sunrise **and after** sunset;

- B. No change
- C. No change
- D. No change
- E. No change

The Developer, the Club and its members (in their capacity as members), the Developer and any successor in title to the golf course, and any agents, servants, employees, directors, officers, affiliates, representatives, receivers, subsidiaries, predecessors, successors and assigns of any such party ("Released Parties"), **all shall** not in any way be responsible for any claims, damages, losses, demands, liabilities, obligations, actions or causes of action whatsoever, including, without limitation, actions based on (a) any invasion of the Lot owner's use or enjoyment of the Lot, (b) improper design of the golf course, (c) the level of skill of any golfer (regardless of whether such golfer has the permission of the management to use the golf course), or (d) trespass by any golfer on the Lot, that may result from property damage or personal injury from golf balls (regardless of number) hit on the Burdened Property or adjacent roadways, or from the exercise by any golfer of the easements granted herein.

Furthermore, each Owner of a Lot or Unit hereby assumes the risk inherent in owning property adjacent to or nearby a golf course, including, without limitation, the risk of personal injury and property damage from errant golf balls, and hereby indemnifies and agrees to hold the Released Parties harmless from any and all loss arising from claims by such Owner, or persons using or visiting such Owner's Lot, for any personal injury or property damage. The Club shall indemnify and hold Developer harmless from any and all loss arising from claims brought against the Developer by persons claiming any personal injury or property damage by reason of Developer holding legal title to the golf course.

**5.5 Rights of Club.** Members in good standing have the non-exclusive right to use the Common Areas subject to:

- a. Right to Budget and Assess.** The Club, **through its Board of Directors**, may adopt the annual budget and to determine the annual assessments to be paid by members;
- b. Right to charge fees.** The Club, **through its Board of Directors**, may charge any admission, use, or other fees for any Common Areas' as the Board may deem appropriate. The fees may be higher for non-owners than for owners;
- c. Right to Suspend Member's Use of Common Areas.** The Club, **through its Board of Directors**, may suspend a member's right to use Common Areas for the period during which any assessment or charge against the member's Lot or Living Unit remains unpaid and past due, and for a reasonable period during or after any infraction of the Club's rules and regulations;

d. Right to Convey Common Areas. The Club, **through its Board of Directors**, may dedicate or transfer all or any part of the Common Areas to any governmental agency, public authority, or utility;

e. Right to Grant Easements. The Club, **through its Board of Directors**, may grant easements over, across or through the Common Areas;

f. Right to Open Common Areas to the Public. The Club, **through its Board of Directors**, may open the Common Areas, including the golf course, for use by non-members of the Club, or nonowners.

g. Conditional Right to Borrow Money. The Club, **through its Board of Directors**, may, with the prior assent of a majority of the voting interests, borrow money for the purpose of improving the Common Areas, and in aid thereof, to mortgage Common Areas;

h. Right to Protect Golf Common Areas. The Club, **through its Board of Directors**, may take such steps as are reasonably necessary to protect the Golf Common Areas;

i. Limited Right to Restrict Access. The Club, **through its Board of Directors**, may close or restrict access to, the golf course or other Common Areas for limited periods of time to conduct special events, including those intended primarily to benefit the Developer or its sales efforts;

j. Right to Regulate Vehicle Use. The Club, **through its Board of Directors**, may regulate parking and traffic on the private roads within the Community, including without limitation the use of access gates or speed bumps;

k. Right to Enforce Rules and Regulations. The Club, **through its Board of Directors**, may enforce provisions of this Declaration, the Articles of Incorporation and Bylaws of the Club; and any rules and regulations governing use and enjoyment of the Common Areas adopted by the Club;

**l. Rights** of the CDD. The CDD may, if created, exercise and enforce any and all powers authorized by Chapter 190, Florida Statutes; and

m. Right to Convey to CDD. The Club may dedicate or transfer ownership or control of all or any part of the Common Areas to a CDD or any other governmental agency, public authority, or utility.

5.6 Consent of Developer to Amend Restrictions. **Until the Turnover Meeting as defined in Article 6.2 A of the Articles of Incorporation. So long as there is a Developer member**, any and all rights of members, and any and all restrictions, limitations, conditions and rules and regulations that a member shall be subject to, shall not be amended without the consent of the Developer.

5.7 Delegation of Use Rights In Common Areas. Guests accompanied by a golf or social member shall have the right to use the Common Areas, but only to the extent provided in for in the Club's rules and regulations, and subject to the conditions, limitations and restrictions as may be stated therein. A fee may be imposed for such usage delegation, not necessarily limited by or related to the cost of processing the delegation. Each member shall be financially and legally responsible to the Club for the actions and debts to the Club of any person to whom the member has delegated his right to use the Common Areas. The

member may not delegate the obligation to pay Club assessments. Upon the lease of a Lot or Living unit to which a membership is appurtenant, the lessor **must delegate their membership rights associated with the leased unit to the tenant; may retain the right to use the membership;** in which case the tenant shall be **entitled to all rights and privileges associated with the leased unit, and the lessor shall have no such rights for the period of delegation. If** **When** a member delegates his privileges to a tenant residing in his Living Unit, the member shall not be entitled to use of the facilities, except as a guest of another Golf **or Social** member, during the period of the delegation.

5.8 Separation of Ownership. The ownership of a Lot, and the ownership of the Living Unit constructed thereon, may not be separated or separately conveyed, nor may any person who does not own record legal title to at least one Lot, Living Unit, Tract or Parcel hold Golf Membership in the Club, **except as provided in Section 5.2.**

**5.9** Credit The Club may implement a policy of not accepting cash payments, and may require that each member and resident guest open **a member** account **with a nationally recognized credit card, to which for** purchase of goods and services **from the clubhouse, pro shop, dining room and other facilities may be charged which will be paid by an accepted manner of payment determined by the club. Nonmember may pay for goods and service with credit cards.**

5.10 No change

## Article 6

No change

## ARTICLE 7

### MAINTENANCE

7.1 Maintenance of Lawns, Landscaping, and Irrigation Systems.

No change

7.2 Neighborhood Common Areas

No change

**7.4** **7.3** Additional Club Maintenance.

No change

**7.5** **7.4** Conveyance and Use. Developer will initially hold the legal title to the Common Areas, but agrees to convey the Common Areas to the Club, Heritage Harbour Master Association or the CDD as appropriate, in its discretion. Not later than sixty (60) days after the date' when members first elect a majority of the Board of Directors, the Developer shall convey the Common Areas to the **COD CDD** or to the Club by special

warranty deeds, and the Club shall accept such conveyance, subject to taxes for the year of conveyance (if any) and to mortgages, restrictions, limitation, conditions, reservation and easements of record. The Developer may, however, convey title at any earlier time the Developer chooses. Developer shall have the right from time to time to enter upon the Common Areas during periods of construction upon adjacent property and for the purpose of construction of any facilities on the Common Areas that Developer elects to build.

- a. No change
- b. No change

THE CLUB AND THE NON-DEVELOPER MEMBERS ARE OBLIGATED TO ACCEPT THE COMMON AREAS AND FACILITIES, **IN THEIR "AS IS" CONDITION, WITHOUT RECOURSE,** WHEN CONVEYED TO THE CLUB BY THE DEVELOPER. THE DEVELOPER AND ANY DEVELOPER MAKE NO REPRESENTATIONS, AND TO THE FULLEST EXTENT PERMITTED BY LAW DISCLAIM ALL WARRANTIES EXPRESS OR IMPLIED, IN LAW OR IN FACT, WITH RESPECT THERETO, INCLUDING WITHOUT LIMITATION, REPRESENTATIONS OR WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, AND REPRESENTATIONS OR WARRANTIES REGARDING THE CONSTRUCTION, DESIGN, ADEQUACY OF SIZE OR CAPACITY IN RELATION TO THE UTILIZATION, DATE OF COMPLETION OR THE FUTURE ECONOMIC PERFORMANCE OR OPERATIONS OF, OR THE MATERIALS FURNITURE OR EQUIPMENT WHICH WILL BE USED IN, THE COMMON AREAS AND FACILITIES. AT THE TIME OF CONVEYANCE, DEVELOPER SHALL TRANSFER OR ASSIGN TO THE CLUB, WITHOUT RECOURSE, ALL EXISTING WARRANTIES IT RECEIVED FROM MANUFACTURERS AND SUPPLIERS RELATING TO ANY OF THE FACILITIES WHICH ARE ASSIGNABLE.

**7.6 7.5** Maintenance and Alteration. The Club is responsible for the maintenance, repair, replacement, insurance, protection and control of all Common Areas except those the CDD is responsible for, 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. After control of the Club has been turned over to the members, there shall be no material alterations of or substantial additions to the Community Common Areas costing more than \$100,000, in the aggregate during any fiscal year unless first approved by a majority of the voting interests of the members of the Club **and there shall be no material alteration of or substantial additions to the golf common areas costing more than \$100,000 in the aggregate during any fiscal year unless first approved by a majority of the voting interests of the golf members.** However, if work that is reasonably necessary to meet the Club's obligations under the first sentence of this Section 7.5 also constitutes a material alteration or substantial addition, no prior membership approval is required.



**7.7 7.6** Partition Subdivision and Encumbrance. Except as hereinafter provided, after legal title to the Common Areas, or any portion thereof, becomes vested in the CDD or the Club, the Common Areas shall not be abandoned, partitioned, subdivided, alienated, released, transferred, hypothecated, or otherwise encumbered, without first obtaining the approval of not less **than two-thirds (2/3rds)** a majority (50 percent plus one) of the voting interests. The foregoing shall not be construed to limit the authority of the Developer or the Club through its Board of Directors to grant such easements over, across and through the Common Areas, as may be necessary for the effective and efficient operation of the facilities or for the general benefit of the members; nor is it intended to interfere with the transfer of title to the Common Areas to the CDD as contemplated

**7.8 7.7** Club's Rights and Powers.

No change

**7.9 7.8** Expansion or Modification of Common Areas.

No change

## ARTICLE 8

### INSURANCE

8.1 Lot Owner's Insurance. Each Lot Owner shall carry casualty insurance on the insurable portions of his Lot Improvements in accordance with the provisions of Article **8.8 13** of the Heritage Harbour Master Covenants.

8.2 Club Insurance. The Club shall carry property and casualty insurance on the insurable portions, if any, of the Subdivision's Neighborhood Common Areas in accordance with the provisions of Article **8 13** of the Heritage Harbour Master Covenants.

## ARTICLE 9

### ASSESSMENTS

9.1 Creation of Lien. Each owner, by acceptance of a deed to a Lot or Parcel, covenants and agrees to pay to the Club:

A. Annual Assessments.

B. Special Assessments.



C. Service Assessments, Resale Capital Assessments and other fees or charges (including fines) imposed against one or more Lots, **Living Units, Tracts** or Parcels, as provided for elsewhere in this Declaration, and in the Bylaws of the Club.

D. System Assessments, unless collected by the Master Association.

E. Except as otherwise provided below as to certain mortgagees, and except as provided in Article 9.2 below as to the Developer, no owner may avoid or escape liability for the assessments or charges provided for herein by non-use or abandonment of his Lot, **Living Unit, Tract**, Parcel, or the Common Areas, or otherwise.

F. The owner of each Lot, **Living Unit, Tract**, or Parcel regardless of how title was acquired, is liable for all assessments coming due while he is the owner. Except as provided below, whenever title to a Lot is transferred for any reason, the new owner is jointly and severally liable with the previous owner for all assessments unpaid at the time of the transfer, regardless of when incurred, without prejudice to any right the new owner may have to recover from the previous owner any amounts paid by the new owner.

G. No land shall be subject to assessment by the Club if it is a Neighborhood Common Area, or a Common Area, or it is owned by or dedicated to the County or other governmental agency, and used for a public purpose. Only Lots, **Living Units, Tracts**, and Parcels shall be subject to assessment.

#### 9.2 Developer's Assessments.

No change

#### 9.3 Purposes of Assessments:

No change

#### 9.4 Imposition of Annual Assessments.

No change

9.5 Amount of Annual Assessments. The amount of the annual assessment based • on the annual budget shall be the same for each Lot or Living Unit subject to assessment, except that those Lots and Living Units to which a Golf membership is appurtenant shall be assessed an additional amount so that all costs of operating the golf course and related improvements, facilities and equipment are assessed only against the Lots **or Living Units** to which a Golf membership is appurtenant. The additional assessments shall be the same amount as to each to which a Golf membership is appurtenant.

9.6 through 9.12

No change

## ARTICLE 10

### RESTRICTIONS

10.1 Residential Use.

No change

10.2 Garages Required. No home shall be constructed on any Lot without provision for an enclosed garage adequate to house at least two full-size American automobiles. All garages must have doors that are maintained in a useful, working condition and that are operated by electric door openers. ~~Except when in actual use, garage doors must be kept closed.~~ **For the safety of the River Strand residents, garage doors should be kept closed. However, for convenience, garage doors may remain open for any activities throughout the day that requires intermittent ingress and egress through your garage (yard work, window cleaning, car washing, etc.) or any other activity that requires outside resident activity.** No garage shall be converted to other usage without the substitution of another garage.

10.3 No Trailers or Temporary Buildings.

No change

10.4 Water and Sewer.

No change

10.5 Driveway Construction.

No change

10.6 Lampposts and Mailboxes.

No change

10.7 **Landscaping and Irrigation.** The Developer, its affiliates, successors, assigns or designee **or Club may negotiate** for a separate utility company within the overall Heritage Harbor master development which may be the exclusive provider and operator of the water irrigation to the Subdivision which is designed to follow and adhere to the Phase I Restrictions of the Southwest Florida Water Management District. Individual homeowners will not be able to provide for their own irrigation. Except for designated

conservation areas, buffer zones, open space or similar areas, all areas not covered by structures, walkways or paved parking facilities shall be maintained by their owners as lawn or landscaped areas to the pavement edge of any abutting streets and to the waterline of any abutting lakes, canals or water management areas, regardless of ownership of the underlying lands.

#### 10.8 Hurricane Shutters.

No change

#### 10.9 Boats and Vehicles.

No change

#### 10.10 Roadways.

No change

#### 10.11 Signs. No sign of any kind shall be displayed on any Lot except as follows:

A. No change.

B. No change

C. **Notwithstanding the foregoing, an individual Lot Owner may erect or display a sign from a home security company indicating that the home is protected and monitored by said security company.**

10.12 Animals. No horses, cattle, swine, goats, poultry, or other animal or fowl not customarily regarded as a household pet shall be kept on any Lot. No pet shall be permitted to roam outside except on a leash or within a fenced-in area and no pet shall be permitted within any preservation or conservation area within the subdivision. Without limiting the foregoing, no cats shall be permitted to roam outside of a home and each Lot Owner shall take special care to prevent ant cat from entering any scrub jay habitat area. No pet may be kept on any Lot if, in the sole judgment of the Board, it is determined that the pet, due to its size, breed, past or present aggressiveness or viciousness, or other factors, is or is expected to be a source of excessive disturbance, annoyance, or danger to the Lot Owners or other Persons. The authority of the Board to prohibit, or direct the disposal of, any pet shall not be construed as imposing any duty on the Board to do so. Lot Owners, **family members, tenants or guests having** pets shall remove all pet droppings.

10.13 through 10.19

No change

10.20 Lighting. All exterior lighting of structures or landscaping shall be accomplished in accordance with plans approved in writing by the Architectural Committee. Except as may be initially installed or approved by the Architectural Committee, no spotlights, floodlights or similar high intensity lighting shall be placed or utilized upon any Lot which in any way will allow light to be reflected on any other Lot or the improvements thereon, or upon any Common Areas or any part thereof, without the approval of the Club. Other types of low intensity lighting, including normal and customary Christmas or other holiday decorations, which do not unreasonably disturb other owners or occupants of the Subdivision, shall be allowed. **Thanksgiving, Halloween, Christmas or other holiday decorations shall be removed in a reasonable time after the holiday, in no case more than fourteen (14) days.**

10.21 through 10.30

No change

## ARTICLE 11

No change

## ARTICLE 12

No change

## ARTICLE 13

No change

## ARTICLE 14

No change

## ARTICLE 15

### RIGHTS OF INSTITUTIONAL MORTGAGEES

The termination of the provisions of this Declaration by approval of the Lot Owners pursuant to Article **19.2 18.2**, and any amendments to the provisions of this Declaration by approval of the Lot Owners pursuant to Article **20(a) 19** materially and

adversely affecting the rights or interests of Institutional Mortgagees, shall require the written consent of Institutional Mortgagees holding at least 51 percent of all mortgages held by Institutional Mortgagees. Such consent shall not be unreasonably withheld.

#### ARTICLE 16

No change

#### ARTICLE 17

No change

#### ARTICLE 18

##### DURATION

18.1 Covenants to Run with the Title to the Land. The provisions of this Declaration, as amended and supplemented from time to time as herein provided, shall be deemed to run with the title to the property subject hereto and shall remain in full force and effect until terminated in accordance with the provisions of Article ~~19.2~~ 18.2 or otherwise according to the laws of the State of Florida.

18.2 Term. The provisions of this Declaration shall be binding upon all Lot Owners and shall continue in full force and effect for a period of 50 years from the date of recording of the Heritage Harbour Master Covenants in the Public Records, after which time they shall be deemed to be automatically extended for successive periods of 10 years each unless prior to the commencement of any such 10-year period: (a) the termination of this Declaration is approved by Lot Owners owning at least 75 percent of the Lots in the Subdivision and by Institutional Mortgagees as specified in Article ~~16~~ 15; and (b) a written instrument certifying that such approval has been obtained is signed by the president and secretary of the Club and recorded in the Public Records. The termination of this Declaration shall not terminate any easement rights then existing in favor of any Person by virtue of the provisions of this Declaration, it being the intent hereof that all such easement rights shall survive a termination of this Declaration.

#### ARTICLE 19

##### AMENDMENTS

This Declaration may be amended at any time and from time to time upon: (a) the approval of Lot Owners owning at least two-thirds of the Lots in the Subdivision; and (b) the recording in the Public Records of an amendatory instrument executed by the president and secretary of the Club certifying that such approval has been obtained; provided, however, that no amendment shall be effective prior to the Final Development Date without Developer's express written joinder and consent. This Declaration may also be amended by Developer without the consent or joinder of any other Person at any time prior to the Turnover by the recording in the Public Records of an instrument

for that purpose executed by Developer. If the written consent of Institutional Mortgagees is required for an amendment pursuant to Article 16 15, the amendment shall not be effective without such consent. All amendments shall reasonably conform to the general purposes of this Declaration set forth herein.

## ARTICLE 20 MISCELLANEOUS

### 20.1 Governing Law

No change

20.2 Notices. Any notice authorized or required to be given to any Lot Owner, or such Lot Owner's representative, under the provisions of this Declaration shall be in writing and shall be deemed to have been properly given when **emailed**, mailed, postage prepaid, to the last known **email address** or mailing address of the Person who appears as the Lot Owner, or such Lot Owner's representative, on the records of the Club at the time of such mailing. Any notice authorized or required to be given to the Club under the provisions of this Declaration shall be in writing and shall be deemed to have been properly given when **emailed**, mailed, postage prepaid, to the **email address** or mailing address of the Club's principal office at the time of such mailing.

### 20.3 through 20.6

No change

### **Proposed New Provision:**

**21. Neighborhood Districts. In order to provide for relatively equal representation on the Board of Directors for various Neighborhoods having potentially dissimilar interests, and to avoid a situation in which the Representatives representing similar Neighborhoods are able, due to the number of Units in such Neighborhoods, to elect a disproportionate number of Directors, or exclude representation of others, the Declarant shall establish Neighborhood Districts for the election of Directors to the Board. Neighborhood Districts shall be established by the Declarant at least ninety (90) days before the turnover of control of the Club, and shall be evidenced by the recording of a Supplemental Declaration in the Public Records of the County establishing the Neighborhood Districts. Neighborhood Districts will generally be composed of one or more Neighborhood(s) of similar size and housing types, but the designation of such groups is in the discretion of the Declarant. Each Neighborhood District shall be entitled to elect the number of Directors specified in the Supplemental Declaration. Notwithstanding the above, given that approximately seventy percent (70%) of the**

voting membership are Golf Members, a majority of seats on the Board (approximately 70%) shall be filled with Golf Members.

Each of the following districts will elect one board member:

### Neighborhood District Mapping

#### Golf Districts – One board member per district

##### District 1

Moorings/Enclave	43
River Enclave	158
Grand Preserve	32

**Total District 1 = 233**

##### District 2

Estate Homes (Heritage Grand Place)	83
Classic Homes (River Preserve Dr & River Crane St)	123

**Total District 2 = 206**

##### District 3

All Coach Homes (Golf)	284
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**Total District 3 = 284**

##### District 4

Terraces	210
Verandas	84

**Total District 4 = 294**

##### District 5

Terraces	210
Verandas	72

**Total District 5 = 282**

#### Non-Golf Districts – One board member per district

##### District 6

SFH	317
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**Total District 6=317**

##### District 7

Villas/Duplex/Coach/Terrace	254
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**Total District 7= 254**

**This gives the Golf SFHs 2 board members (40%) and the multifamily homes 3 board members (60%). Golf multifamily**



homes total is 860 of the 1299 golf homes or 66%. SFH has one board member per 220 members. Multifamily has one board member per 287 members.

