

This instrument prepared by:
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**CERTIFICATE OF AMENDMENTS
TO THE
MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
HERITAGE HARBOUR
AND THE
BYLAWS OF HERITAGE HARBOUR MASTER ASSOCIATION, INC.**

THESE AMENDMENTS are made this 18 day of May, 2018, by Lennar Homes, LLC, a Florida limited liability company ("Declarant"), to the Master Declaration of Covenants, Conditions, and Restrictions for Heritage Harbour and the Bylaws of Heritage Harbour Master Association, Inc.

WHEREAS, the Master Declaration of Covenants, Conditions and Restrictions for Heritage Harbour is recorded in Official Records Book 1753, Page 6520, *et seq.*, and as later re-recorded in Official Records Book 1768, Page 1307, *et seq.*, and as may have been subsequently amended, in the Public Records of Manatee County, Florida ("Declaration"); and

WHEREAS, the Bylaws of Heritage Harbour Master Association, Inc. ("Bylaws") are attached as Exhibit "C" to the Declaration, as recorded; and

WHEREAS, pursuant to the Assignment of Declarant's Rights recorded in Official Records Book 2234, Page 4896, *et seq.*, Public Records of Manatee County, Florida, Harbourvest, LLC, a Florida limited liability company, assigned all of its rights as developer under the Declaration to Lennar HV, LLC, a Florida limited liability company ("Lennar HV"); and

WHEREAS, pursuant to the Notice of Merger recorded in Official Records Book 2236, Page 1, Public Records of Manatee County, Florida, Lennar HV merged with and into Lennar Homes, LLC, a Florida limited liability company; and

WHEREAS, pursuant to Section 19.10 of the Declaration, Declarant reserved, in its sole discretion, the right to unilaterally modify or amend the Declaration and any recorded Exhibit thereto; and

WHEREAS, Declarant is desirous of amending the Declaration and the Bylaws.

NOW THEREFORE, pursuant to the reserved rights recited above, the Declarant hereby amends the Declaration and the Bylaws as set forth in **Exhibit "A"** attached hereto.

Signed, sealed, and delivered
in our presence (2 witnesses):

Sign: David Caldwell
Print: DAVID CALDWELL

Sign: Matthew Koration
Print: Matthew Koration

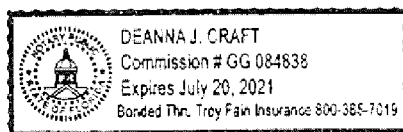
LENNAR HOMES, LLC
a Florida limited liability company

By: _____
Print: Darin McMurray
Title: Vice President

STATE OF FLORIDA
COUNTY OF LEE

THE FOREGOING INSTRUMENT was acknowledged before me this 18th day of MAY, 2018, by **Darin McMurray**, as **Vice President of Lennar Homes, LLC**, a Florida limited liability company, on behalf of the company, who (check one): ☒ is personally known to me OR _____ produced _____ as identification.

(Notary Seal/Stamp)



Notary Public

Sign: Deanna J. Craft
Print: Deanna J. Craft
My Commission Expires: 7-20-2021

EXHIBIT "A"

**AMENDMENTS TO THE
MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
HERITAGE HARBOUR
AND
THE BYLAWS OF HERITAGE HARBOUR MASTER ASSOCIATION, INC.**

The Master Declaration of Covenants, Conditions and Restrictions for Heritage Harbour, and the Bylaws of Heritage Harbour Master Association, Inc. shall be amended as follows (otherwise, all other provisions shall remain the same):

Note: Language to be added is underlined. Language to be deleted is ~~struck through~~.

* * * * *

Amendment 1 to Declaration:

1. DEFINITIONS. The following definitions shall apply to the terms used in this Declaration and its recorded exhibits, or if not defined below unless the context clearly requires another meaning.

Sections 1.1 through 1.32 remain unchanged.

1.33 "Neighborhood Association" means any or all of the corporate entities responsible for the implementation and enforcement of the Neighborhood Covenants applicable to a Neighborhood situated in the Community, or its successors or assigns. The entity that owns the Yacht Club at Heritage Harbour Apartments shall also be deemed a Neighborhood Association

Amendment 2 to Declaration:

4. MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION.

(A) Membership. Every person or entity who is a record Owner of a fee interest in any Lot or Tract shall be a Member of the Association. Notwithstanding anything else to the contrary set forth in this Article, any such person or entity who holds such interest merely as security for the performance of an obligation shall not be a Member of the Association.

(B) Voting Rights. The Association shall have three (3) classes of voting membership:

Class A. Class A Members shall be all those Owners as defined in Article 4(A) above, with the exception of Builders and the Declarant (as to Declarant, as long as the Class B Membership shall exist, and thereafter, the Declarant shall be a Class A Member to the extent it would otherwise qualify). Class A Members shall be entitled to one (1) vote for each Lot in which they hold the interests required for membership as defined in Article 4(A) above, which vote shall be cast ~~by a Voting Member on their behalf~~ in accordance with the procedures set forth in the Association's Articles and Bylaws.

Class B. The Class B Member shall be Declarant. The Class B Member shall be entitled to one (1) vote, plus ten (10) votes for each vote entitled to be cast in the aggregate at any time and from time to time on behalf of the Class A and C Members. The Class B Membership shall cease and terminate when all of the Lots ultimately to be included within The Lands have been sold and conveyed by Declarant (or its affiliates) or any Builder to the purchasers of the Units (i.e., Class A Members) located thereon or sooner at the sole election of Declarant, or as required by law, (whereupon the Class A Members, ~~through their Voting Members,~~ shall be obligated to elect the Association's Board of Directors and assume control of the Association).

Class C. Class C Members shall be all Builders, each of which shall have one (1) vote for each Lot owned thereby or which has been allocated to a Tract owned thereby, subject to increase for Lots (actual or allocated) acquired by the Builder and to decrease for those conveyed to Class A Members or others. Class C Members owning Lots in a Neighborhood in which there are also Class A Members shall participate in ~~Neighborhood Committee~~ elections in the same manner as such Class A Members.

(C) Lender's Membership Voting Rights. In the event that Mortgagee or other party acquires title to a Lot or Tract through foreclosure or deed in lieu of foreclosure, such party shall have the class of membership last held by the Owner of Lot or Tract to which title was so acquired.

(D) General Matters. When reference is made herein, or in the Articles, Bylaws, Rules and Regulations, Management Contracts or otherwise, to a majority or specific percentage of Members, such reference shall be deemed to be reference to a majority or specific percentage of the votes of Members represented at a duly constituted meeting ~~of their Voting Members voting for them (i.e., one for which proper notice has been given at which a quorum exists) and not of the Members themselves or of their Lots, except where specifically provided to the contrary.~~

(E) Effect of Dissolution. In the event of the termination, dissolution or final liquidation of the Association, the responsibility for the operation and maintenance of the Surface Water and Stormwater Management System must be transferred to and accepted by an entity which is approved by the Southwest Florida Water Management District and Manatee County prior to such termination, dissolution or liquidation.

Sections 4.1 through 4.4 remain unchanged.

Amendment 3 to Declaration:

5. GENERAL COVENANTS AND USE RESTRICTIONS. The Community may be used for those purposes provided in the Development Order. Declarant reserves the right and the power to assign and reassign various land uses within the Community, or any amendments thereto, and where reasonably necessary and advisable, to inaugurate and implement variations from, modifications to, or amendments of the development and any other governmental plans, land development regulations, development orders and development permits applicable to the Community, so long as Declarant maintains and preserves the overall general scheme of the Community. The provisions of this Article shall be applicable to all The Lands, but shall not be applicable to Declarant or any of its designees or Lots or other property owned by Declarant or its designees. This Article is also subject to Article 9 hereof with respect to "Builders." It is understood that certain Lots have been or may be designated for approved commercial uses.

Sections 5.1 through 5.23 remain unchanged.

5.24 Hurricane Shutters. Any hurricane or other protective devices visible from the outside of a home or unit shall be of a type as approved by the ARC, and in accordance with the guidelines as promulgated by the ARC. No such devices shall be installed without the prior written approval of the ARC. Except as otherwise provided in this Section, an owner's accordion, roll-up, panel, or other style storm shutters must be left in an open position at all times. Whether they consist of accordion, roll-up, panel, or any other style shutter, the owner may only install, operate, or have in a closed or down position, storm shutters if and when the National Weather Service has issued a hurricane watch for the County or Municipality where the owner's dwelling is located. ~~All storm shutters must be returned to the open or up position within seventy-two (72) hours after such hurricane watch expires or is otherwise no longer in effect.~~ In no event shall an owner rely upon any other party to operate the owner's storm shutters, to either remove, close or open such shutters, and each owner is individually responsible for the full operation of their storm shutters. If any owner fails to comply with the terms of this Section, such owner shall be subject to the imposition of fines as detailed in this Declaration.

Section 5.25 remains unchanged.

Amendment 4 to Declaration:

11. COVENANT AND RULE ENFORCEMENT: DISPUTE RESOLUTION. The Association has the power to enforce all covenants, conditions, restrictions, rules and agreements applicable to any real property within Heritage Harbour, and is further empowered to promulgate and enforce administrative rules and regulations governing the use of the Common Areas.

11.1 Dispute Resolution.

(1) Consensus for Association Action.

(a) Except as provided in this Section, the Association may not commence a legal proceeding or an action under this Article without the approval of at least two-thirds of the Voting ~~Members~~ Interests. ~~A Voting Member representing Units owned by persons other than the Voting Member shall not vote in favor of bringing or prosecuting any such proceeding unless authorized to do so by a vote of Owners of two-thirds of the total number of Units represented by the Voting Member.~~ This Section shall not apply, however, to (i) actions brought by the Association to enforce Governing Documents (including, without limitation, the foreclosure of liens); (ii) the imposition and collection of assessments; (iii) proceedings involving challenges to ad valorem taxation; or (iv) counterclaims brought by the Association in proceedings instituted against it.

(b) Prior to the Association or any Member commencing any proceeding to which Declarant is a party, including but not limited to an alleged defect of any improvement, Declarant shall have the right to be heard by the Members, or the particular Member, and to access, inspect, correct the condition of, or redesign any portion of any improvement as to which a defect is alleged or otherwise correct the alleged dispute.

Sections 11.1(2) through 11.1(5) remain unchanged.

Amendment 1 to Bylaws:

2. MEMBERSHIP AND VOTING RIGHTS. The classes of membership shall be as more fully set forth in Article 4 of the Declaration of Covenants.

2.1 Membership. Every person or entity who or which is a record owner of a fee or undivided fee interest in any Lot or Tract which is subject to the Declaration shall be a member of the

Association, provided that any such person or entity who merely holds record ownership merely as security for the performance of an obligation shall not be a Member of the Association.

2.2 Voting Rights. The votes of the classes of Members of the Association shall be cast by their respective classes of ~~Voting Members~~ as follows:

Class A. Class A Members shall be all those owners, as defined in Section 2.1, with the exception of Builders and the Declarant (as to Declarant, as long as the Class B Membership shall exist, and thereafter, the Declarant shall be a Class A Member to the extent it would otherwise qualify).

~~Class A Members located in a specific Neighborhood shall be entitled to elect from among themselves a five (5) person Neighborhood Committee in accordance with the Bylaws, which shall then elect one (1) Voting Member to have and cast one (1) vote in all Association matters for each Lot in the Neighborhood from which the Voting Member is elected. The first election and subsequent elections of such Voting Member shall be conducted at the times and in the manner provided in the Association's Bylaws.~~

~~In the event that there is a mandatory Membership Association for a Neighborhood (e.g., a Condominium Association) its Board of Directors shall serve as its Neighborhood Committee and its size, election procedures, terms of office and the like shall be governed by its own Articles of Incorporation and Bylaws rather than hereby. Class A Members shall have one equal vote for each Lot in which they hold the interest required for Membership under Section 4.1, except that there shall be only one vote per Lot.~~

Class B. The Class B Voting Member shall be the Declarant, or a representative thereof designated by it in a written notice to the Association, who shall have and cast one (1) vote in all Association matters, plus ten (10) votes for each vote which may be cast by the Class A and Class C Voting Members. Such Class B Voting Member may be removed and replaced by the Developer in its sole discretion. The Class B Membership shall cease and terminate (and convert to a Class A Membership) as and when provided in the Declaration.

Class C. Class C Members shall be all Builders, each of which shall have one (1) vote for each Lot owned thereby or which as been allocated to a Tract owned thereby, subject to increase for Lots (actual or allocated) acquired by the Builder and to decrease for those conveyed to Class A Members. Class C Members owning Lots in a Neighborhood in which there are also Class A Members shall participate in Neighborhood Committee elections in the same manner as such Class A Members.

In the event that Mortgagee or other party acquires title to a Lot or Tract through foreclosure or deed in lieu of foreclosure, such party shall have the class of

membership last held by the owner of the Lot or Tract to which title was so acquired.

2.3 Meetings of ~~Voting~~ Members. The Bylaws of the Association shall provide for an Annual Meeting of ~~Voting~~ Members, and may make provisions for regular and special meetings of ~~Voting~~ Members other than the Annual Meeting. A quorum for the transaction of business at any meeting of the ~~Voting~~ Members shall exist if ~~the Voting Members having the power to cast a majority representing at least ten percent (10%) of the votes~~ total voting interests of the each class of Members shall be is present at the meeting.

2.4 General Matters. When reference is made herein, or in the Declaration, Bylaws, Rules and Regulations, Management Contracts, or otherwise, to a majority or specific percentage of the Members, such reference shall be deemed to be reference to a majority or specific percentage of the ~~votes of the Members~~ Voting Interests eligible to be cast ~~by their respective Voting Members present at a duly constituted meeting thereof (i.e., one for which proper notice has been given and at which a quorum exists) and not of the Members themselves (or their Lots) or the individual Voting Members themselves of the Members.~~

2.5 Rights and Privileges of Members.

(A) Every Member shall have the right to:

- (1) ~~Have his To vote cast by his voting representative~~ at the meetings of the members;
- (2) Serve on the Board if elected;
- (3) Serve on committees; and
- (4) Attend membership meetings.

Each member is encouraged to take an active interest in Association affairs.

(B) Every member in good standing shall have the privilege of using and enjoying the Common Areas in accordance with the type of membership held by the member, subject to the rules of the Association and the right of the Association to charge admission and other fees for the use of any facilities.

(C) A member is in good standing if he is current in the payment of all assessments and other financial obligations to the Association, and his membership is not suspended.

Sections 2.5 through 2.7 remain unchanged.

Amendment 2 to Bylaws:

3. MEMBERS' MEETINGS.

3.1 Annual Meeting. The annual meeting shall be held in either Sarasota or Manatee County ~~during either March or April of each year,~~ at a day, place and time designated by the Board of Directors, for the purpose of electing Directors 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.

3.2 Special Members' Meetings. Special members' meetings must be held whenever called for by the President or by a majority of the Directors, and must be promptly called by the Board upon receipt of a written request signed by ~~voting representatives of members entitled to cast~~ Voting Interests of at least ten percent (10%) of the members. Such requests shall be in writing and shall state the purpose or purposes of the meeting. Business at any special meeting shall be limited to the item specified in the request or contained in the notice of meeting.

3.3 Quorum. A quorum shall be attained at a members meeting by the presence in person ~~of voting representatives for~~ or by proxy Members representing at least ~~thirty ten percent (30 10%)~~ of the total voting interests of each class of ~~voting members~~ Members.

3.4 Vote Required to Transact Business. The acts or resolution approved by at least a majority of the votes cast at a duly called meeting at which a quorum has been attained shall be the act of the Members, unless a higher vote is specifically required by law or by the Governing Documents.

3.5 Notice of Meetings. Written notice of meetings shall be mailed or hand-delivered to the individual designated by each ~~Neighborhood Association to receive Association notices;~~ Member, and to the Declarant Member, if any. ~~Thereafter, it shall be the responsibility of the Neighborhood Association to notify the owners of all Lots and Living Units.~~ The notices must be mailed or delivered by the Association not less than fourteen (14) days prior to the date of the meeting.

3.6 Voting Representatives. ~~Each Neighborhood Association shall appoint and designate in writing to the Secretary of the Association, 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) Receive Association notices;~~
~~(B) Represent the Members of that particular Neighborhood Association or Committee at Association meetings;~~

~~(C) Cast the votes for the Units within the Neighborhood; and~~

~~(D) Keep the Secretary of the Association informed of changes in the ownership of Units as they occur, and the names and addresses of the new Members.~~

~~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 entity which appointed them.~~

Sections 3.7 through 3.11 remain unchanged.

Amendment 3 to Bylaws:

4. BOARD OF DIRECTORS. The administration of the affairs of the Association shall be by a Board of Directors. All powers and duties granted to the Association by law, as modified and explained in the Declaration of Covenants, Articles of Incorporation, and these Bylaws, shall be exercised by the Board, subject to the approval or consent of the members only when such is expressly required.

Section 4.1 remains unchanged.

4.2 Management by Directors. The property, business and affairs of the Association shall be managed and conducted by a Board of Directors of no fewer than ~~three (3)~~ seven (7) nor more than ~~fifteen (15)~~ eleven (11) members, as determined per Section 4.3 below. No more than three (3) Members from any Neighborhood Association may serve on the Board at the same time.

4.3 Election of Directors. Except as otherwise provided herein and for the first Board of Directors and their Declarant-appointed replacements, ~~Directors there shall be between seven (7) and eleven (11) Directors, which shall include a Director designated by each of the seven (7) Neighborhood Associations identified in Section 4.4 below, and up to four (4) at-large Directors~~ elected by the Voting Members of the Association at the Annual Meeting of the Association as provided by the Bylaws of the Association, and the Bylaws may provide for the method of voting in the election and for removal from office of Directors. Notwithstanding the foregoing, until such time as the Class B Membership in the Association terminates, the Class B Voting Member shall have the right to appoint each and every member of the Directors of the Association by written notice to such effect or by an announcement reflected in the minutes of the Annual Meeting of the Association, without the necessity of a vote.

At the Annual Meeting or special meeting of the Members next following the date upon which ninety percent (90%) of the Lots to ultimately be located within The Lands have been conveyed to Class A Members, the Class A Members, ~~voting through their Voting Members~~ shall elect the ~~entire Board of Directors, which shall be of such a number as is determined per Section 4.4 below, absent which determination the number of Directors shall remain at five (5)~~ four (4) at large Directors so that the initial size of the Board shall be eleven (11) Directors. The size of the Board may be reduced to an odd number of no less than seven (7) Directors, upon a unanimous vote of the Board.

As used herein, the "total number of lots to ultimately be located within The Lands" shall be established by written notice from Declarant to the Association and shall be based upon a reasonable projection of same made by Declarant subject to change from time to time. The Association shall be entitled to rely upon the last notice to such effect received from Declarant when the Association conducts an election as aforesaid. Further, once the Class A Members have elected a Director(s), no change in the number of Lots to ultimately be located within The lands shall decrease the number of Directors that the Class A Members are entitled to elect.

The at-large Directors shall be elected in accordance with these Bylaws, and the election rules, if any, and the process established and utilized by the Board of Directors. Not less than sixty (60) days before a scheduled election, the Association shall mail or deliver, whether by separate Association mailing or included in another Association mailing or delivery, including regularly published newsletters, and including electronic transmission for those Members who have so consented, to each Member entitled to vote, a First Notice of Annual Meeting & Election of Directors. Any eligible person who nominates himself to be a candidate may do so no later than forty (40) days prior to the Annual Meeting and may also submit a resume by such deadline on one side of an 8 and 1/2" x 11" sheet of paper. As Members have been given the opportunity to nominate themselves in advance, and prior to the Annual Meeting where the election shall take place, nominations from the floor will not be accepted. Not less than fourteen (14) days prior to the Annual Meeting, the Association shall send a Second Notice of Annual Meeting & Election of Directors to all Members, along with an election ballot for the election of Directors, any timely submitted candidates' resumes, a proxy, and any other documents in the Board's discretion. The election ballot shall contain the names of all candidates who nominated themselves in a timely manner, listed alphabetically by surname. If a voter checks off the names of more candidates than the number of Directors to be elected, the election ballot shall not be counted for the election. Elections shall be determined by a plurality of the votes cast; a quorum of the Members need not cast a vote for a valid election to occur, so long as at least ten percent (10%) of the eligible voting interests cast a ballot. The candidates who are elected shall take office upon the adjournment of the Annual Meeting. The Board may require all election ballots to be received by the Association at some point prior to the Annual Meeting so that votes can be tallied prior to the Annual Meeting and the results announced at the Annual Meeting. No election shall be necessary if the number of candidates is less than or equal to the number of vacancies. In addition to the foregoing, to the extent that the Association wishes to provide for and allow Members to vote electronically, Members who have consented to vote electronically shall be permitted to do so as otherwise provided for by Section 720.317, Florida Statutes (2017), or as later amended.

Within ninety (90) days after being elected or appointed to the Board, each Director shall certify in writing to the Secretary of the Association that he or she has read the Association's Declaration of Covenants, Articles of Incorporation, Bylaws, and any current written rules and policies; that he or she will work to uphold such documents and policies to the best of his or her ability; and that he or she will faithfully discharge his or her fiduciary responsibility to the Association's Members. In lieu of the written certification, the newly elected or appointed Director may submit a certificate of having satisfactorily completed an educational curriculum administered by a Florida Department of Business and Professional Regulation, Division of Florida Condominiums, Timeshares, and Mobile Homes approved education provider within one

(1) year before or ninety (90) days after the date of election or appointment. The written certification or educational certificate is valid for the uninterrupted tenure of the Director on the Board. A Director who does not timely file the written certification or educational certificate is suspended from the Board until he or she complies with the requirement. The Board may temporarily fill the vacancy during the period of suspension. The Association shall retain each Director's written certification or educational certificate for five (5) years after the Director's election; however, the failure to retain the certificate does not affect the validity of any Board action.

~~4.4 Voting Groups Designation of Directors. Prior to the Annual Meeting next following the ninety percent (90%) threshold described above, the Board of Directors shall place the various Voting members in at least five (5) and no more than fifteen (15) "Voting Groups." Such Voting Groups shall include those Voting Members who represent Neighborhoods having similar characteristics, as determined by the Board, based upon types of Units/Lots (e.g., "estate" vs. "zero lot line" vs. "townhomes") and/or such other factors as the Board may deem relevant to establish a balanced representation of all Owners and Neighborhoods such that no identifiable groups have disproportionate representation.~~

~~The Voting Members in each Voting Group so established shall each then elect one (1) Director by a plurality of the votes of the Voting Members in that Voting Group.~~

~~Once established, Voting Groups may not be changed without the affirmative vote of two-thirds (2/3rds) of the votes cast by all Voting Members.~~

~~Except with respect to the election of Directors, Voting Members shall vote on an independent basis and not in their respective Voting Groups.~~

In addition to the four (4) at-large Directors elected by the Members, each of the Neighborhood Associations listed herein shall, in accordance with the procedures provided in its documents or by law, designate a Director to serve on the Board of Directors:

1. Coach Homes at Cuddy Cove Condominium Association, Inc.
2. River Strand Golf and Country Club Inc.
3. Townhomes at Lighthouse Cove Commons Association, Inc.
4. Lighthouse Cove at Heritage Harbour, Inc.
5. Townhomes at Regatta Landing, Inc.
6. Stoneybrook at Heritage Harbour Community Association, Inc.
7. Yacht Club at Heritage Harbour Apartments

In the event of a dispute as to whether the Neighborhood Association has complied with the procedures provided in its documents or by law, the Board of Directors shall be entitled to rely upon a letter signed by the President of the Neighborhood Association as dispositive.

Sections 4.5 and 4.6 remain unchanged.

4.7 Vacancies and Removal.

(A) Except as to vacancies resulting from removal of Directors by ~~Voting~~ the Members (as addressed in subsection (B) below), vacancies in the Board of Directors occurring between Annual Meetings of Members shall be filled by the remaining Directors at any Board meeting, provided that (i) all vacancies in directorships to which Directors were appointed by the Class B Member shall be filled by the Class B Member without the necessity of any meeting and (ii) a vacancy in a directorship elected by Class A Voting Members shall be filled with a Class A Member.

(B) Any Director elected by the ~~Voting~~ Members (other than the Class B Member) may be removed by concurrence of a majority of the votes of the Class A ~~Voting~~ Members at a special meeting called for that purpose or by written agreement signed by the ~~Voting~~ Members entitled to cast a majority of the Class A votes. The Unless otherwise provided by law, the vacancy in the Board of Directors so created shall be filled by the ~~Voting~~ Members at a special meeting called for such purpose, or by the Board of Directors if such meeting does not occur within five (5) days of the removal.

(C) If a vacancy on the Board of Directors results in the inability to obtain a quorum of Directors in accordance with these Bylaws, any Owner may apply to the Circuit Court within whose jurisdiction The Lands are located for the appointment of a receiver to manage the affairs of the Association. At least thirty (30) days prior to applying to the Circuit Court, the Owner shall mail to the Association a notice describing the intended action and giving the Association an opportunity to fill the vacancy(ies) in accordance with these Bylaws. If, during such time, the Association fails to fill the vacancy(ies), the Owner may proceed with the petition. If a receiver is appointed, the Association shall be responsible for the salary of the receiver, court costs and attorneys' fees. The receiver shall have all powers and duties of a duly constituted Board of Directors, and shall serve until the Association fills the vacancy(ies) on the Board sufficient to constitute a quorum in accordance with these Bylaws.

(D) Unless otherwise required by law, any vacancy in a directorship to which the Director was designated by a Neighborhood Association shall be filled by a designation by the same Neighborhood Association. If a Neighborhood Association fails to designate a Director, upon thirty (30) days' advance notice, the Board may appoint any Member of the Master Association to fill that vacancy for the remainder of the term.

Sections 4.8 through 4.21 remain unchanged.

4.22 Neighborhood Committees. ~~In addition to the Modifications Committee (if created) and any general committee of the Association, the Board of Directors shall create Neighborhood Committees which shall be composed and operated as follows:~~

~~(A) As soon as practicable after seventy-five percent (75%) of the Lots in a Neighborhood have been conveyed to Class A Members, the President or Secretary of the Association shall call a meeting of all Owners in the Neighborhood by giving at least fourteen (14) days written notice of such meeting.~~

~~(B) The President of the Association or his designee shall preside over the meeting of the Owners in the Neighborhood, which meeting shall be conducted. The quorum for the meeting shall be Owners representing at least thirty percent (30%) of the Lots in the Neighborhood, in person or by proxy.~~

~~(C) The Owners shall elect a five (5) person Neighborhood Committee by casting votes (in person or by proxy, which may be a general proxy) for up to five (5) candidates. The persons receiving the five (5) highest number of votes shall be declared elected as the Neighborhood Committee until the next annual meeting of the Neighborhood.~~

~~(D) Within five (5) days of its election, the Neighborhood Committee shall hold an organizational meeting at which it shall, at a minimum (i) elect a Chair; (ii) elect the Voting Member for the Neighborhood and (iii) establish a date for the Annual Meeting of the Neighborhood, which shall be no later than the month of October in each year. The Chair shall then advise, in writing, the Secretary of the Association of the results of the foregoing actions.~~

~~(E) At each subsequent Annual Meeting, which shall be conducted as aforesaid and at which the Chair of the Neighborhood Committee shall preside, a new election of the Neighborhood Committee shall be held per (B) and (C) above, and the Neighborhood Committee shall then proceed per (D) above. A Neighborhood Committee Member may be re-elected as many times as he/she receives the requisite number of votes.~~

~~(F) The Neighborhood Committee need not meet more than annually but may meet as often as it deems appropriate (and shall meet within a reasonable time after the Board of Directors requests that it do so for the purpose of responding to any questions put to it by the Board), but other than as provided in (D) above, the function of the Neighborhood Committee shall be advisory only.~~

~~(G) In the event of a vacancy on a Neighborhood Committee, the remaining members thereof shall select an Owner from the Neighborhood to serve until the next Annual Meeting of such Neighborhood.~~

Amendment 4 to Bylaws:

8. TURNOVER OF CONTROL OF ASSOCIATION.

Section 8.1 remains unchanged.

8.2 Procedure for Calling Turnover Meeting. No less than sixty (60) days prior to the Turnover Meeting, the Association shall notify in writing all ~~Neighborhood Associations~~ Members of the date of the Turnover Meeting and the Turnover Election to be conducted as provided in Section 4.3 above. ~~It shall be the responsibility of the Neighborhood Associations to notify their Members.~~ At the Turnover Meeting the ~~Directors elected by the Members as further provided in Section 4.4 above, and,~~ all but one of the Directors previously appointed by the Declarant shall resign.

Sections 8.3 through 8.5 remain unchanged.

Amendment 5 to Bylaws:

9. AMENDMENT OF BYLAWS. Amendments to these Bylaws shall be proposed and adopted in the following manner:

9.1 Proposal. Amendments to these Bylaws may be proposed either by a resolution approved by a majority of the whole Board of Directors, or by a petition to the Board signed by ~~the voting representatives of~~ Members representing at least twenty-five percent (25%) of the voting interests of the Association. Once so proposed, the amendments shall be submitted to a vote of the Members at a meeting no later than the next annual meeting for which notice can still properly be given.

Sections 9.1 through 9.4 remain unchanged.