



GOEDE / ADAMCZYK / DeBOEST / CROSS
ATTORNEYS AND PROFESSIONAL COUNSEL
INFO@GADCLAW.COM / WWW.GADCLAW.COM

March 29, 2016

Sent Via Regular U.S. Mail

Board of Directors
Club Homes I at Heritage Greens Association, Inc.
Attn: Jan Neubauer
c/o Resort Management
2685 Horseshoe Drive Ste 215
Naples FL 34104

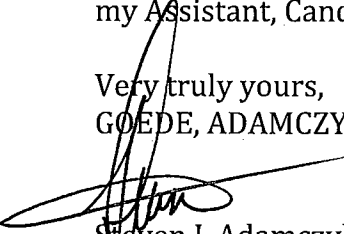
**RE: Club Homes I at Heritage Greens Association, Inc.
Original and Recorded Certificate of Amendment**

Dear Board of Directors,

I am pleased to enclose the original and recorded copy of the Certificate of Amendment to the Declaration and Bylaws for Club Homes I at Heritage Greens. The Certificate was recorded on March 28, 2016 at Instrument# 5244480 in the Official Records of Collier County, Florida. Please retain the original and the recorded copies with the Association's corporate records.

Thank you for entrusting Goede, Adamczyk, DeBoest & Cross, PLLC in assisting you with this matter. Should you have any questions, please do not hesitate to contact me or my Assistant, Candi, at (239) 331-5100 ext. 124.

Very truly yours,
GOEDE, ADAMCZYK, DEBOEST & CROSS, PLLC



Steven J. Adamczyk, Esq.
For the Firm

SJA/lcs
Enclosures: as stated above

Prepared by and return to:
Steven J. Adamczyk, Esq.
Goede, Adamczyk, DeBoest & Cross, PLLC
8950 Fontana Del Sol Way, First Floor
Naples, Florida 34109
Phone: 239-331-5100

CERTIFICATE OF AMENDMENT

I HEREBY CERTIFY that the following amendments to the Declaration of Covenants, Conditions and Restrictions for Club Homes I at Heritage Greens and the Bylaws for Club Homes I at Heritage Greens Association, Inc. were duly adopted by the Association membership at the duly noticed Special Meeting of the membership of Club Homes I at Heritage Greens on the 22nd day of March, 2016. Said amendments were approved by a proper percentage of voting interests of the Association.

The original Declaration of Covenants, Conditions and Restrictions for Club Homes I at Heritage Greens, and the Bylaws for Club Homes I at Heritage Greens Association, Inc. including the legal description of the Collier County, Florida real property subject to this amendment were recorded at Official Records Book 2424 at Page 0439 of the Public Records of Collier County, Florida.

Additions are underlined
Deletions are ~~stricken through~~

.....

Article 1, Section 13 of the Declaration of Covenants, Conditions and Restrictions is hereby amended as follows:

1.13 “Guest” means a person who is physically present in, or occupies a Villa on a temporary basis at the invitation of the owner or another legally permitted occupant, without the payment of consideration. Temporary means not more than sixty (60) days in the aggregate in any calendar year. Any Guest who is physically present in, or occupies a Villa, longer than on a temporary basis shall be subject to the review and approval provisions governing leases below in the same manner as a Tenant under a Lease. The Board of Directors is authorized to adopt reasonable rules and regulations in its discretion concerning the keeping of pets in the Association by guests, but in no event may the Board adopt a rule permitting Guests to keep pets in a Villa for more than seven (7) days in any permitted occupancy by a Guest.

.....

Article 3 Section 11 of the Declaration of Covenants, Conditions and Restrictions is hereby amended as follows:

3.11 Member Approval of Certain Litigation. Notwithstanding any other provisions of the Governing Documents, the Association must only obtain the prior approval of the Board of Directors at least two-thirds (2/3rds) of its voting interests before paying or obligating itself to pay legal fees to any person engaged by the Association for the purpose of commencing any lawsuit, ~~other than for the following purposes:~~

- ~~(A) — the collection of assessments;~~
- ~~(B) — the collection of other charges which members are obligated to pay;~~
- ~~(C) — the enforcement of the Governing Documents;~~
- ~~(D) — the enforcement of the rules and regulations of the Association;~~
- ~~(E) — in an emergency, when waiting to obtain the approval of the members creates a substantial risk of irreparable injury to the Association or its members; or~~
- ~~(F) — filing a compulsory counterclaim.~~

Article 4 Section 1(C) of the Declaration of Covenants, Conditions and Restrictions is hereby amended as follows:

4.1 Covenants to Pay Assessments. Declarant, for each Lot within the Neighborhood, hereby covenants, and each subsequent owner of a Lot (including any purchaser at a judicial sale), by acceptance of a deed therefor, whether expressed in such deed or not, is deemed to covenant and agree to pay to the Association:

...

(C) Any special charge against one or more Lots specifically authorized in this Declaration or the Bylaws which may include, but shall not be limited to, any expenses incurred by the Association (including reasonable attorneys' fees) to bring a Lot or Villa into compliance with the Governing Documents as set forth in Sections 7.4 and 11.8 of the Declaration below.

Article 5, of the Declaration of Covenants, Conditions and Restrictions is hereby removed in its entirety and amended as follows:

5. ARCHITECTURAL AND AESTHETIC CONTROL. The following covenants governing architectural and aesthetic control (a) shall not apply to improvements or alterations initiated by the Association, through its Board of Directors, but (b) shall apply to all improvements described in Section 5.1 below proposed or initiated by any Owner, Tenant or other occupant. Any Tenant or other Occupant making application pursuant to this Article 5 must first secure the written agreement of the Villa Owner.

5.1 Improvements Requiring Approval. No building, structure, roof, enclosure or other improvement shall be erected or altered by any Owner, Tenant, guest or invitee, nor shall any grading, excavation, driveway, landscaping, change of exterior color, or other work which in any way alters the exterior appearance of any Structure or Lot shall occur by any Owner, Tenant, or occupant unless and until complete and accurate plans, specifications and location of same shall have been submitted to, and approved in writing by, the ARB. All plans and specifications shall be evaluated in accordance with architectural criteria adopted by the Board from time to time. The ARB shall have thirty (30) days after delivery of all required information, complete and accurate plans and materials to approve or deny any such plan, and if not denied within such period, said plans shall be deemed approved unless within the same period the Board of Directors denies the plan in which case regardless of any action or inaction by the ARB the plan shall be deemed denied. The Board may adopt reasonable Rules and Regulations the timely completion of various modification and improvements based on the nature and scope of the modification or improvement. The failure of an Owner to timely complete any approved modification or improvement is a violation of the Villas Documents and the Association may enforce the violation as provided herein, including the right to enter the Lot and remedying the violation or removing any unapproved improvements, with or without consent of the Owner, but only after reasonable notice of the Association's intent to do so. All changes, alterations or modifications to an approved plan must also be approved pursuant according to these same requirements.

5.2 Master Association Approval. Owners hereby acknowledge that any improvement requiring approval by the ARB pursuant this Article 5 may also require the approval of the Community Association and further that any approval by the Association shall not guarantee approval by the Community Association. The Board may, but shall not be required to, adopt reasonable rules and regulations to effectuate the transmission of an application from the Association to the Community Association for consideration.

5.3 The Association ARB. The architectural review and control functions of the Association shall be administered and performed by the ARB, which shall consist of at least three (3) persons, all of whom shall be members of the Association. No more than one (1) Director may serve on the ARB at any time. All members of the ARB shall be appointed by and shall serve at the pleasure of the Board of Directors of the Association. Two-thirds (2/3) of the ARB members shall constitute a quorum to transact business at any meeting of the ARB, and the action of a majority present at a meeting at which a quorum is present shall constitute the action of the ARB. Any vacancy occurring on the ARB because of death, resignation, or other termination of service

of any member thereof, shall be filled by the Board of Directors. The members of the ARB shall receive no compensation for services other than reimbursement for actual expenses approved in advance by the Board of Directors incurred by them in the performance of their duties hereunder. The ARB shall, with the prior approval of the Board of Directors, have the power to engage the services of professionals for compensation for purposes of aiding the ARB in carrying out its functions. Notwithstanding anything to the contrary contained herein or elsewhere all decisions of the ARB are subject to review by the Board of Directors and the Board of Directors has the authority to overrule, void or otherwise modify in all respects any decision of the ARB.

5.4 Powers and Duties. The Association ARB shall have the following powers and duties:

(A) To recommend, from time to time, to the Board of Directors of the Association the creation or modification and/or amendments to the Architectural Planning Criteria. Any Architectural Planning Criteria or modifications or amendments thereto shall be consistent with the provisions of this Declaration, and shall not be effective until adopted by a majority of the members of the Board of Directors of the Association at a meeting duly called and noticed and at which a quorum is present. Notice of the adoption, modification or amendment to the Architectural Planning Criteria, including a verbatim copy of such adoption, change or modification, shall be delivered to each member. However, receipt of notice of a Board meeting concerning the Architectural Planning Criteria or a copy of any adoption of or modification or amendment to the Architectural Planning Criteria shall not affect the validity of such change or modification.

(B) To require submission to the Association ARB of two (2) complete sets of all plans and specifications the approval or disapproval for any improvement, Structure of any kind or any other work which in any way alters the exterior appearance of any structure, or Lot including without limitation, any fence, well, swimming pool, roof, driveway, paint color of any exterior structure or Villa, screen enclosure, drain, landscape material, object or other improvement, the construction or placement of which is proposed upon the Properties. The ARB may also require submission of samples of building materials proposed for use on or as part of any Villa, and may require such additional information as may reasonably be necessary to completely evaluate the proposed structure or improvement in accordance with this Declaration and the Architectural Planning Criteria. Any party aggrieved by a decision of the ARB or Board of Directors shall have the right to make written request to the Board of Directors of the Association within thirty (30) days of the decision, for a re-review thereof. The determination of the Board upon re-reviewing any such decision shall in all events be final.

(C) To adopt a procedure for inspecting approved changes during and after construction to insure conformity with approved plans. If it is determined by the Association ARB that the improvement or work is not in compliance with the approved plans and specifications, then upon written demand from the ARB the work shall be suspended until such time as the ARB authorizes the work to be recommenced.

(D) Notwithstanding anything to the contrary contained herein, if an Owner is delinquent in the payment of Assessments, fines or other charges or has failed to correct a violation of these covenants or the Rules of the Association for which they have been given notice, the processing of an application for approval of the ARB may be denied or withheld pending payment of the Assessments, fines or other charges or correction of the violation.

5.5 Variances. The Board may authorize variances from compliance with any of the architectural provisions of this Declaration when circumstances such as topography, natural obstructions, hardship, either from aesthetic conditions or the environment, which must be signed by at least two-thirds (2/3) of all Directors. If such variances are granted, no violation of the covenants, conditions and restrictions contained in this Declaration shall be deemed to have occurred with respect to the matters for which the variances were granted. The granting of such a variance shall not, however, operate to waive any of the terms and provisions of this Declaration for any purpose except as to the particular property and particular provisions hereof covered by the variance, nor shall it affect in any way the Owner's obligation to comply with all governmental laws and regulations affecting his use of the Lot, including, but not limited to, zoning ordinances and setback lines or requirements imposed by any governmental or municipal authority.

5.6 Non-liability of ARB Members. Neither the ARB nor any member thereof, nor its duly authorized ARB representative, shall be liable to the Association or any Owner or any other person or entity for any loss, damage, or injury arising out of or in any way connected with the performance or nonperformance of the ARB's duties hereunder, unless due to the willful misconduct or bad faith of a member, and only that member shall be liable therefore. The ARB shall review and approve or disapprove all plans submitted to it for any proposed improvement, alteration, or addition solely on the basis of aesthetic considerations and the overall benefit or detriment which would result to the Club Homes I and the immediate vicinity. The ARB shall take into consideration the aesthetic aspects of the architectural designs, placement of buildings, landscaping, color schemes, exterior finishes and materials and similar features, but shall not be responsible for reviewing, nor shall its approval of any plan or design be deemed approval from the standpoint of structural safety or conformance with building, health, or other codes.

5.7 Violation. In the event an Owner installs improvements or modifies the Owner's Lot without obtaining approval as required in this Article, the Association shall have the right to institute legal proceedings to enforce compliance, or may take any and all other steps necessary to remedy such violation, including, but not limited to, entering the Lot and remedying the violation or removing any unapproved improvements, with or without consent of the Owner, but only after reasonable notice of the Association's intent to do so. Any expense incurred by the Association shall be billed directly to the Owner of the Lot to which such services are provided, and shall be an individual Assessment charged against the Lot, secured by a lien against the Lot as provided herein. The Association shall not be required to provide the Owner with a hearing prior to enforcing this Article as provided herein, but may, in the Board's sole discretion, elect to do so if requested by the Owner.

Article 7 Section 2(B) of the Declaration of Covenants, Conditions and Restrictions is hereby amended as follows:

7.2 Maintenance of Lots and Villas.

...

(B) Villas. The Association shall clean and provide ordinary maintenance, repair and replacement of the roofs, structural components and the exterior walls and other surfaces of the Villas and appurtenant structures such as privacy walls, lanai floors, walls (excluding screening and related components) and ceilings, including finished floor coverings on the lanai floor, and garages, and the need for which is caused by normal wear and tear and weathering keeping the appearance of the same in a condition comparable to the condition of such improvements at the time of their initial construction, except for normal weathering, wear and tear. The cost shall be a common expense. Painting the outside of exterior doors, door and window frames and exterior caulking, are Association responsibilities. Maintenance, repair and replacement of mailboxes and street lighting is the Association's responsibility. Otherwise, the maintenance, repair and replacement of the Villas is the responsibility of the owners thereof. . . .

[The remainder of Section 7.2(B) remains unchanged]

Article 7 Section 4 of the Declaration of Covenants, Conditions and Restrictions is hereby amended as follows:

7.4 Enforcement of Maintenance. If the owner of a Villa fails to maintain it as required above, the Association shall have the right to institute legal proceedings to enforce compliance, or may take any and all other steps necessary to remedy such violation, including but not limited to entering the Lot, with or without consent of the owner. The Association may repair, replace, or maintain any item which constitutes as immediate hazard to other property or residents, or which has a material adverse effect on the appearance of the Neighborhood. Any expenses so incurred by the Association shall be assessed against the owner and collectable in the same manner as an Assessment pursuant to Article 4 above, together with reasonable attorney's fees and other expenses of enforcement. Any charge levied pursuant to this section shall not be considered a fine and no hearing conducted under Florida Statutes section 720.305 shall be required prior to being assessed.

Article 11 Section 1 of the Declaration of Covenants, Conditions and Restrictions is hereby amended as follows:

11.1 Residential Use. Each Villa shall be occupied by only one family and its guests at any time, as a residence and for no other purpose. No time-sharing, business or commercial activity

shall be conducted in or from any Villa. No person may publicly advertise the address of a Villa as the address of any business. The use of a Villa as a public lodging establishment shall be deemed a business or commercial use. This Section 11.1 shall not be construed to prohibit any Villa occupant from maintaining “no impact” or “low impact” business, or maintaining a personal or professional library, from keeping his personal, business or professional records in his Villa. Such uses are expressly declared customarily incident to residential use. This Section 11.1 is, however, intended to prohibit commercial or business activity by an owner which would noticeably change or “impact” the residential ambiance of the Neighborhood or make it obvious that a business is being conducted, such as by regular or frequent traffic in and out of the Neighborhood by employees, personnel, customers, clients or other persons making deliveries or pick-ups, or business or commercial activity that creates noise audible from outside the Villa, or using the Villa as a temporary residence of employees of a Tenant or Owner, or generate fumes or odors noticeable outside the Villa including, but not limited to, day cares, beauty salon/barber and animal breeding ~~or by employees and business associates, or by customers and clients.~~ In the event there is a dispute with respect to whether an activity constitutes “low impact” or “impact” commercial activity, the determination of the Board shall be controlling.

Article 11 Section 8 of the Declaration of Covenants, Conditions and Restrictions is hereby amended as follows:

11.8 Maintenance. The ~~Developer~~ Association shall care for all ~~unimproved~~ Lots within the Properties at its expense, remove and destroy tall grass, undergrowth, weeds and rubbish therefrom, and do any other things and perform any labor necessary to keep the Lot in reasonable order. The Association shall have the right to repair any structure or improvement on any Lot which, in the opinion of the Board, constitutes a safety hazard or nuisance, or is unsightly, or is in a state of disrepair, provided that the lot owner is given no less than five (5) days’ notice of the Association’s intent to do so, which reasonably specifies the proposed action. The Association may charge the expense of same against the owner of the Lot and collectable in the same manner as an Assessment pursuant to Article 4 above, and the charge shall be a lien on the Lot which may be foreclosed in the same manner as an Assessment, and shall include attorney fees and other costs in connection with the lien and foreclosure. Any charge levied pursuant to this section shall not be considered a fine and no hearing conducted under Florida Statutes section 720.305 shall be required prior to being assessed.

Article 11 Section 15 of the Declaration of Covenants, Conditions and Restrictions is hereby amended as follows:

11.15 Parking and Storage of Vehicles. Except for service vehicles temporarily present on business, owners and occupants of Villas may not parked, stored or kept keep on the Properties any commercial truck or other commercial vehicle, or any boat, trailer, semi-trailer, recreation vehicle, motorcycle, house trailer, mobile home, motor home, bus, tractor, or any other such vehicle, unless it is enclosed within a garage. No person may park, store or keep any motor

vehicle on grassed or landscaped areas, or any place outside of paved driveways, garages, or other designated parking areas. Vehicles which are in wrecked, junked, partially dismantled, inoperative or abandoned condition, whether attended or not, and those not bearing current license plates, are not permitted on the Properties. Because guest parking may be limited in some areas, each owner is specifically cautioned that he and the other occupants of his Villa may be limited or restricted as to the number of motor vehicles they may keep on the Properties. The repair of motor vehicles, except emergency repairs, is not permitted on the Properties. For purposes of this paragraph “kept” or “keep” shall mean present and in the sight of the Neighborhood for either a period longer than four (4) twelve (12) consecutive hours or overnight, whichever is less. No house trailer, mobile home, motor home, boats and the like may be kept more than two (2) times in any month. The Board of Directors has authority to adopt reasonable rules in its discretion concerning the “temporary” presence of service vehicles, including duration and parking locations, as well as rules regulating the parking of any commercial vehicle not expressly provided for above. Any vehicle parked in violation of this Section is subject to being towed away at the owner’s expense without further warning.

Article 11 Section 20 of the Declaration of Covenants, Conditions and Restrictions is hereby amended as follows:

11.20 Outdoor Cooking. No hibachi, electric, gas-fired grills or charcoal grills or other similar devices used for cooking, heating or any other purpose shall be used or kindled on any balcony or lanai or under any overhanging portion or within ten (10) feet of any Villa.

Article 3 Section 6 of the Bylaws is hereby amended as follows:

3.6 Proxies. To the extent lawful, any person entitled to attend and vote at a members’ meeting may establish his presence and cast his vote by proxy. A proxy may be given by any person entitled to vote, but shall be valid only for the specific meeting for which originally given and any lawful adjournment of that meeting, and no proxy is valid for a period longer than ninety (90) days after the date of the first meeting for which it was given. Every proxy is revocable at the pleasure of the person executing it. To be valid, a proxy must be in writing, dated, signed by a person authorized to cast the vote for the Lot, and specify the date, time and place of the meeting for which it is given. The signed and dated ~~original~~ proxy must be delivered to the Association Secretary at or before the time of the meeting or continuance thereof. Holders of proxies ~~need not~~ must be members. No proxy is valid if it names more than one person as the proxy holder, but the proxy holder has the right, if the proxy so provides, to substitute another person to hold the proxy. Notwithstanding the above, general proxies may not be used in the election of Directors.

Article 4 Section 3 of the Bylaws is hereby amended as follows:

4.3 Nominations and Elections. At each Annual Meeting the members shall elect as many Directors as there are regular terms of Directors expiring or vacancies to be filled. Not less than sixty (60) days prior to the Annual Meeting, the Association shall deliver to each Member a preliminary notice of the Annual Meeting and the election of Directors. This notice shall state that any Member wishing to be a candidate for the Board must notify the Association in writing and said writing must be received not less than forty (40) days prior to the Annual Meeting. ~~The nominating committee, if any, shall submit the names of its recommended candidates for the office of Director in time to be included with the notice to the members of the annual meeting; any other eligible person may also be nominated as a candidate from the floor at the annual meeting. The Association may utilize secret balloting in the election of Directors if authorized by the Board. Nothing herein shall be construed as mandating the use of a secret ballot.~~ Directors shall be elected by a plurality of the votes cast at the annual meeting. In the election of Directors, there shall be appurtenant to each Lot as many votes as there are Directors to be elected. No member may cast more than one vote for any candidate, it being the intent hereof that voting for Directors shall be non-cumulative. The candidates receiving the highest number of votes shall be elected. A tie vote shall be broken by agreement among the candidates who are tied, or by lot.

Article 4 Section 12 of the Bylaws is hereby amended as follows:

4.12 Directors' and Officers' Fees and Reimbursement for Expenses. No compensation or fees shall be paid to Directors and/or Officers for their respective service as Directors and/or Officers. Directors and/or Officers may be reimbursed for out-of-pocket expenses related to the proper discharge of their respective duties and upon approval of at least two-thirds (2/3) of the Board of Directors.

Article 4 Section 13 of the Bylaws is hereby amended as follows:

4.13 Committees. The Board of Directors may appoint from time to time such standing or temporary committees, including a nominating committee, as the Board may deem necessary and convenient for the efficient and effective operation of the Association. Any such committee shall have the powers and duties assigned to it in the resolution creating the committee. Only committees assigned with the power to make final decisions regarding the expenditure of association funds or committees vested with the power to approve or disapprove architectural decisions with respect to specific Lots are required to hold meetings that are open to Members and provide notice in the same manner as Board meetings. Committees vested with the power to approve or disapprove architectural decisions with respect to Lots may not vote by proxy or secret ballot.

Article 7 of the Bylaws is hereby amended as follows:

7. **Rules and Regulations: Use Restrictions.** The Board of Directors may from time to time adopt and amend reasonable rules and regulations governing the operation, use, maintenance management and control of the Neighborhood Common Areas, Lots, and the operation of the Association. Copies of such rules and regulations shall be furnished to each owner. The Board shall have the power to impose fines and suspensions of common area use privileges, as further provided in Section 12.3 of the Declaration, for violations of the rules and regulations.

CLUB HOMES I AT HERITAGE GREENS ASSOCIATION, INC.

Joan Welsher
Signature of First Witness

Joan Welsher
Printed Name of First Witness

[Signature]
Signature of Second Witness

Joua Bozano
Printed Name of Second Witness

By: [Signature]
Jan Neubauer
Title: President

**STATE OF FLORIDA
COUNTY OF COLLIER**

Sworn to and subscribed before me, an officer duly authorized to take acknowledgments, by Jan Neubauer, as President of CLUB HOMES I AT HERITAGE GREENS ASSOCIATION, INC., to me personally known or identified by her drivers' license and who did take an oath, on this 28th day of March, 2016.

(NOTARY STAMP/SEAL)



LAURA C. STEADMAN
MY COMMISSION # FF 145837
EXPIRES: July 28, 2018
Bonded Thru Budget Notary Services

[Signature]
Signature of Notary Public, State of Florida

Printed Name LAURA C. STEADMAN

My Commission Expires: 7-28-2018