



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

November 20, 2015

SENT VIA REGULAR U.S. MAIL

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

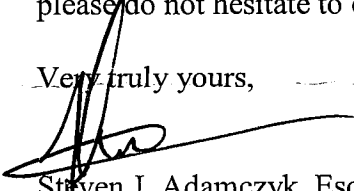
**Re: Club Homes I at Heritage Greens Association, Inc.
Original and Recorded Certificate of Amendment recorded November 19, 2015**

Dear Ms. Neubauer:

I am pleased to enclose the original and a recorded copy of the Certificate of Amendment for Club Homes I at Heritage Greens Association, Inc. The Certificate was recorded on November 19, 2015 in the Public Records of Collier County, Florida. Please retain the original and the recorded copies with the Association's corporate records.

Thank you for allowing our Firm to assist you with this matter. Should you have any questions, please do not hesitate to contact our office at 239-687-3936.

Very truly yours,



Steven J. Adamczyk, Esq.

SJA/lcs
Enclosures

Prepared by and return to:
Steven J. Adamczyk, Esq.
Goede, Adamczyk, DeBoest & Cross, PLLC
8950 Fontana Del Sol Way, First Floor
Naples, Florida 34109
Ph: 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 10th day of November, 2015. 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

Section 4.1 of the Bylaws is hereby removed in its entirety and amended as follows:

4.1 Number and Terms of Service. The Board of Directors shall consist of three (3) Directors. In order to provide for continuity of experience by continuing a system of staggered terms of office, the two (2) candidates receiving the highest number of votes at the 2016 election shall each be elected for a term of two (2) years expiring at the adjournment of the 2018 annual meeting at which his successor is to be elected. The final candidate elected and receiving the least number of votes at the 2016 annual meeting shall be elected for a term which expires at the final adjournment of the 2017 annual meeting. Thereafter, all Directors shall be elected for two (2) year terms, ending at the final adjournment of the annual meeting at which successors are to be duly elected, or at such other time as may be provided by law. Directors shall be elected by the members as described in Section 4.3 below or in the case of a vacancy, as provided in 4.4 below.

.....
Article 4 Section 4.5 of the Declaration is hereby removed in its entirety and amended as follows:

4.5 Priority of Lien; Non-liability of Certain Acquirers of Title. Except as may be otherwise expressly provided herein or by law, the Association's lien for unpaid assessments is subordinate and inferior to mortgages or other liens, unless the Association's Claim of Lien was recorded before the mortgage. As to all other liens, the Association's lien for unpaid assessments and other charges relates back to the date of recording this Declaration, and therefore is superior to, and takes priority over, any other mortgage regardless of when recorded. A lease of a Villa shall always be subordinate and inferior to the Association's lien for unpaid assessments, regardless of when the lease was executed. Unless otherwise provided by law, if the mortgagee of a first mortgage or an institutional mortgage of record acquires title to a Lot as a result of foreclosure of the mortgage, or as the result of

a deed given in lieu of foreclosure, such acquirer or title shall be jointly and severally liable for all past due monetary obligations attributable to the Lot, or to the former Owner of the Lot, which came due prior to the mortgagee's acquisition of title or as required by Section 720.3085, Florida Statutes, including, but not limited to, Assessments, charges, interest, late fees, costs (including any administrative or collection costs) and attorneys' fees. Any unpaid share of Common Expenses for which such acquirer is exempt from liability becomes a Common Expense collectible from all Owners, including such acquirer and his successors and assigns. All other persons or entities acquiring title to a Lot as the result of a foreclosure or other court ordered sale shall be obligated to pay all past due Assessments and all other monetary obligations due and owing at the time of sale regardless of whether or not the Association has filed a lien. No Owner or acquirer of title to a Lot by foreclosure, or by a deed in lieu of foreclosure, may be excused from the payment of any Assessments coming due during the period of his ownership.

.....

Article 11, Section 11.3 of the Declaration is hereby removed in its entirety and amended as follows:

11.3 Leasing. In order to foster a stable residential community and prevent a motel-like atmosphere, the leasing of Villas by their Owners shall be restricted as provided in this section. All leases of Villas must be in writing. An Owner may lease only his entire Villa, and then only in accordance with this section, after receiving the approval of the Association. The tenant must be a natural person as opposed to an artificial entity such as a corporation, partnership, trust, etc. The following also applies to any new occupant of a Villa that was not approved under the existing lease of the Villa.

(A) Procedures.

(1) Notice by the Owner. An Owner intending to lease his Villa shall give to the Board of Directors or its designee written notice of such intention at least twenty (20) days prior to the first day of occupancy under the lease together with the name and address of the proposed tenant, a fully executed copy of the proposed Lease, and such other information and reports as the Board may reasonably require including but not limited to a credit report, background check and proof of lawful residency. The Board may require a personal interview with any tenant, proposed Occupant and his or her spouse, if any, as a pre-condition to approval. The applicant must sign for having received copies of the Rules and Regulations of the Association.

(2) Board Action. After the required notice and all information or interviews requested have been provided, the Board shall have ten (10) days in which to approve or disapprove the proposed lease. If the Board neither approves nor disapproves within that time, its failure to act shall be deemed the equivalent of approval, and on demand the Board shall issue a written letter of approval to the tenant.

(3) Disapproval. A proposed lease shall be disapproved only if a majority of the whole Board so votes, and in such case the lease shall not be made. Appropriate grounds for disapproval shall include, but not be limited to, the following:

- (a) the Owner is delinquent in the payment of Assessments, fines or other charges at the time the application is considered;

- (b) the Owner has a history of leasing his Villa without obtaining approval, or leasing to troublesome tenants and/or refusing to control or accept responsibility for the occupancy of his Villa;
- (c) the real estate company or rental agent handling the leasing transaction on behalf of the Owner has a history of screening tenant applicants inadequately, recommending undesirable tenants, or entering into Leases without prior Association approval;
- (d) the application on its face indicates that the person seeking approval or any of the proposed Occupants intend to conduct themselves in a manner inconsistent with the covenants and restrictions applicable to the Association;
- (e) the prospective tenant or any of the proposed occupants have been convicted of a felony involving violence to persons or property, a felony involving sale or possession of a controlled substance, or a felony demonstrating dishonesty or moral turpitude;
- (f) the prospective tenant has a history of conduct which evidences disregard for the rights and property of others;
- (g) the prospective tenant evidences a strong possibility of financial irresponsibility;
- (h) the tenant or any of the proposed occupants, during previous occupancy, has evidenced an attitude of disregard for the Association rules;
- (i) the prospective tenant or any of the proposed occupants give false or incomplete information to the Board as part of the application procedure, or the required transfer fees and/or security deposit is not paid;
- (j) the Owner fails to give proper notice of his intention to lease his Villa to the Board of Directors.

(B) Term of Lease and Frequency of Leasing. Villas may be leased with a minimum lease term of thirty (30) consecutive days. No lease may begin sooner than thirty (30) days after the first day of occupancy under the last previous lease. No lease may be for a period of more than one (1) year, and no option for the tenant to extend or renew the lease for any additional period shall be permitted. However, the Board may, in its discretion, approve the same lease from year to year under unusual circumstances to avoid undue hardship and inequity. No subleasing or assignment of lease rights by the tenant is allowed.

(C) Occupancy During Lease Term.

- (1) No one but the tenant and that person's spouse, if any, and their natural or adopted children, if any, may occupy the Villa during the term of the lease.

(2) Guests may occupy a leased Villa when the tenant is in residence. The total number of overnight guests in a leased Villa is limited to six (6) overnight occupants. Such guests may stay for a period not to exceed ten (10) days.

(D) Regulation by Association. All of the provisions of the governing documents and the Rules and Regulations of the Association shall be applicable and enforceable against any person occupying a Villa as a tenant or guest to the same extent as against the Owner. A covenant on the part of each occupant to abide by the Rules and Regulations of the Association and the provisions of the governing documents, designating the Association as the Owner's agent with the authority to terminate any lease and evict the tenants in the event of breach of such covenant, shall be deemed to be included in every lease, whether oral or written, and whether specifically expressed in such lease or not.

(E) Fees and Deposits for the Lease of Villas. Whenever herein the Board's approval is required to allow the lease of a Villa, the Association will charge the Owner a preset fee for processing the application, such fee not to exceed the maximum amount allowed by law. A separate fee may be charged for each person intending to occupy the Villa except only one fee may be charged for a husband and wife and minor children. No fee may be charged for approval of a renewal or extension of a lease with the same tenant. The Association may also require a security deposit to protect against damage to the Common Area or Association property.

(F) Unapproved Leases. Any lease of a Villa not approved pursuant to this Section 11.3 shall be void and unenforceable unless subsequently approved by the Board.

(G) Collateral Assignment of Rents. In the event an Owner is in default in payment of Assessments for Common Expenses or any other monetary amounts owed to the Association, the Association shall have the authority to collect rents directly from the Owner's tenant. Upon demand by the Association the tenant shall pay said rent to the Association. Such rental payments shall be collected in accordance with the procedures established by the Board of Directors and applied in accordance with this Declaration until all past due amounts are paid in full. In the event such tenant fails to remit said rents directly to the Association within seven (7) days (but no later than the day the next rental payment is due) from the day the Association notified such tenant in writing that the rents must be remitted directly to the Association, the Association shall have the right to terminate the lease and evict the tenant. For the purpose of such eviction, the Association shall be deemed to be an agent of the Owner. The authority granted in this Section is in addition to any authority granted by law.

.....
Article 11, Section 11.14 of the Declaration is hereby amended as follows:

11.14 Pets. The owner of each Villa may keep not more than two (2) small pets, or a normal domesticated household type (such as a cat or dog) in the Villa. For purposes of this section, small pets shall be defined as no more than 24 inches in length at maturity measured from shoulder to rear, 14 inches in height at maturity measured from shoulder to paw, and not more than twenty-five (25) pounds in weight at maturity. Reasonable numbers of birds in cages and fish in aquaria are also permitted, subject to reasonable regulations by the Association. Tenants are not allowed to keep any pets in the Villas. Animals must be hand-carried or leashed at all times while outside the Villa. The owner is responsible for cleaning up after his pet. The ability to keep pets is a privilege, not a right,

and the Board of Directors is empowered to order and enforce the removal of any pet which becomes a source of unreasonable annoyance to other residents of the Properties. No reptiles, amphibians, poultry, swine or livestock may be kept on the Properties. The Board of Directors may restrict the locations where pets may be walked.

CLUB HOMES I AT HERITAGE GREENS ASSOCIATION, INC.

By: Jan Neubauer, President
Jan Neubauer
Title: President

[Signature]
Witness #1 Signature

James D. Lorenzo
Printed Name of Witness #1

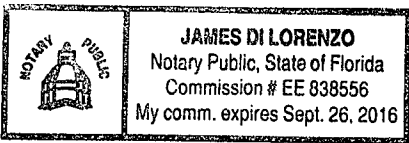
[Signature]
Witness #2 Signature

Kasey Duffy
Printed Name of Witness #2

**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 18th day of November, 2015.

(NOTARY STAMP/SEAL)



[Signature]
Signature of Notary Public, State of Florida
James D. Lorenzo
Printed Name
My Commission Expires: 9/26/2016

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

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- (g) the prospective tenant evidences a strong possibility of financial irresponsibility;
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and the Board of Directors is empowered to order and enforce the removal of any pet which becomes a source of unreasonable annoyance to other residents of the Properties. No reptiles, amphibians, poultry, swine or livestock may be kept on the Properties. The Board of Directors may restrict the locations where pets may be walked.

CLUB HOMES I AT HERITAGE GREENS ASSOCIATION, INC.

By: Jan Neubauer, President
Jan Neubauer
Title: President

[Signature]
Witness #1 Signature

James Di Lorenzo
Printed Name of Witness #1

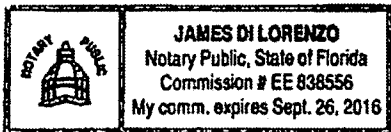
[Signature]
Witness #2 Signature

Kayce Driftky
Printed Name of Witness #2

**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 18th day of November, 2015.

(NOTARY STAMP/SEAL)



[Signature]
Signature of Notary Public, State of Florida
JAMES DI LORENZO
Printed Name
My Commission Expires: 9/26/2016