

WHEN RECORDED RETURN TO:

Gregory W. Marler, Esq.
BECKER & POLIAKOFF, P.A.
4001 Tamiami Trail North
Suite 410
Naples, Florida 34103

Recording Fee: \$27.00

CERTIFICATE OF AMENDMENT

AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR HERITAGE BAY GOLF & COUNTRY CLUB

AND

BYLAWS OF HERITAGE BAY GOLF & COUNTRY CLUB, INC.

I HEREBY CERTIFY that the following amendments to the Amended and Restated Declaration of Covenants, Conditions, and Restrictions and Bylaws were duly adopted by the Association membership at the duly noticed Special Members Meeting of the Association on the 31st day of March, 2014. The original Declaration of Covenants, Conditions, and Restrictions and Bylaws are recorded at O.R. Book 3989, Page 2218, of the Public Records of Collier County, Florida. The Amended and Restated Declaration of Covenants, Conditions, and Restrictions and Bylaws are recorded at O.R. Book 4355, Page 1839, of the Public Records of Collier County, Florida.

Additions indicated by underlining.
Deletions indicated by ~~striking through~~.

Amendment No. 1

Section 5 Use Restrictions, New Section 5.37, Declaration of Covenants.

5. Use Restrictions. The following restrictions, in addition to the rules and regulations hereafter promulgated by the Board of Directors, shall govern the use of property within the Club and the Club Common Areas and the conduct of the users. The Club shall operate, insure, maintain and repair all property and related improvements designated by the Declaration as Club Common Areas, regardless of whether legal title to that property has been formally conveyed to the Association.

(Sections 5.1 through 5.36 remain unchanged)

5.37 Neighborhood Assessments and Covenants, Restrictions, and Rules. Because the financial health and well-being of each Neighborhood is integral to the purposes of this Declaration, each Owner covenants and agrees to timely pay all monetary obligations owing by such Owner to any Neighborhood Association pursuant to applicable Neighborhood Documents. In addition, each

Certificate of Amendment
Page 1 of 3

Owner covenants and agrees to abide by all Neighborhood Association covenants, restrictions, and rules governing use of Living Units and Neighborhood common areas. In the event any Owner is delinquent in the payment of any monetary obligation to a Neighborhood Association, then upon recordation of a lien by such Neighborhood Association against a Living Unit, the Owner of such Living Unit shall be deemed to have breached this covenant. Upon a breach of this covenant by any Owner, the Club may take all available enforcement action against such Owner, including but not limited to the exercise of the Club's right to suspend the Club Common Area use rights of such Owner, his Family, Guests, and tenants.

Amendment No. 2

**Section 6 Architectural Review Committee,
Section 6.2, Bylaws.**

6. ARCHITECTURAL REVIEW COMMITTEE. After turnover of control of the Club, as provided in Section 8 below, the ARC provided for in Section 6 of the Declaration of Covenants shall be selected, and conduct its affairs as provided in this Section.

(Section 6.1 remains unchanged)

6.2 Selection; Terms. The Members of the ARC shall be appointed by the President of the Club to serve terms of one year beginning on January 1 of each year the first day of the calendar month immediately following each annual meeting of the Club. ~~As long as the Declarant is offering parcels for sale in the ordinary course of business, the Declarant has the right, but not the obligation to appoint one (1) Member of the ARC, who may only be removed by the Declarant. If a mid-term vacancy occurs for any reason, the President shall appoint a successor to fill the unexpired term. Members of the ARC, once appointed, may be removed only by vote of a majority of all the~~ Voting interests, and not by the officers or Directors.

(The remainder of Section 6 remains unchanged).

(Signatures on the Following Page)

WITNESSES:
(TWO)

HERITAGE BAY GOLF & COUNTRY CLUB, INC.

Jack Arcuri
Signature
JACK ARCURI
Printed Name

Gary Wilcox
Signature
Gary Wilcox
Printed Name

BY: Philip Magnarella
Philip Magnarella, President

Date: 4/10/14

(CORPORATE SEAL)

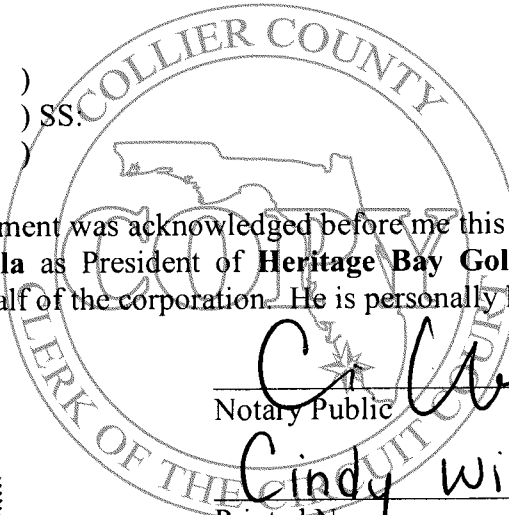
STATE OF FLORIDA)
) SS.
COUNTY OF COLLIER)

The foregoing instrument was acknowledged before me this 4/10th day of April, 2014, by **Philip Magnarella** as President of **Heritage Bay Golf & Country Club, Inc.**, a Florida Corporation, on behalf of the corporation. He is personally known to me.

C. Wille
Notary Public

Cindy Wieschhorster
Printed Name

My commission expires:
11/16/2014



ACTIVE: 5627986_1