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AND AFTER RECORDING RETURN TO:
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CERTIFICATE OF AMENDMENT

***Declaration of Covenants for Vista at Heritage Bay Commons
Bylaws of Vista at Heritage Bay Commons Association, Inc.***

I, the undersigned President of Vista at Heritage Bay Commons Association, Inc., hereby certify that on JAN 31, 2014, at a duly-called and properly-noticed meeting of the Board of Directors members at which a quorum was present, the following amendment to the Declaration of Covenants for Vista at Heritage Bay Commons and Bylaws of Vista at Heritage Bay Commons Association, Inc. was approved by the required percentage of voting interests of the Board of Directors.

*AS PREVIOUSLY RECORDED ON BOOK & PAGE 3948 & 2824
Additions are underlined.
Deletions are ~~stricken through~~. *BOOK 4322 * 3567 - 3579
PAGE*

Amendment No. 1: Article 3.3, Declaration of Covenants for Vista at Heritage Bay Commons

3. **USE RESTRICTIONS.** The following restrictions in addition to the Rules and Regulations hereafter promulgated by the Board of Directors, shall govern the use of the Common Areas and the conduct of the users.

(Articles 3.1 and 3.2 Remain Unchanged)

3.3 Pets. The ability to keep a pet is a privilege, not a right. If in the opinion of the Board, any pet becomes the source of unreasonable annoyance to others, or the owner of the pet fails or refuses to comply with these restrictions, or the restrictions contained in the Member Association Governing Documents, the owner, upon written notice, may be required to remove the pet from the Vista Community. No animals or pets are allowed on the Common Areas unless they are hand carried or restrained on a leash while on the Common Areas. No pets are permitted within twenty-five (25) feet of the swimming pool. No more than two (2) commonly accepted household pets such as a dog, weighing less than eighteen (18) pounds, or a cat, and reasonable numbers of tropical fish or caged birds may be kept in a Unit, subject to other regulations and restrictions promulgated by the Commons Association or Member Associations. Tenants are not permitted to own or harbor pets while occupying a Unit.

Each dog owner residing in the Vista Community must register their dogs with the Commons Association by providing the Commons Association with the breed of dog, color, weight and a photograph, and any additional information the Board of Directors deems appropriate.

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* RE-RECORDING TO CORRECT THE BOOK & PAGE

Amendment No. 2: Article 3.15, Declaration of Covenants for Vista at Heritage Bay Commons (NEW)

3. USE RESTRICTIONS. The following restrictions in addition to the Rules and Regulations hereafter promulgated by the Board of Directors, shall govern the use of the Common Areas and the conduct of the users.

(Articles 3.4 through 3.14 Remain Unchanged)

3.15 LEASING. The lease of a Unit is defined as occupancy of the Unit by any person other than the Unit Owner, whether pursuant to verbal or written agreement, where said occupancy by the non-owner involves consideration (the payment of money, the exchange of goods or services, or any other exchange of value). The term "leasing" and "renting" shall be used interchangeably for the purpose of this Article. The term "Tenant" and "Lessee" shall likewise be used interchangeably. All leases must be in writing. Should a Unit Owner wish to lease his Unit, he shall furnish the Association with a copy of the proposed lease and the name of the proposed Lessee, as well as all proposed Occupants. Any new person who may occupy the Unit after initial approval shall be subject to a separate application and approval process. The Association shall have thirty (30) days from the receipt of notice and all required information within which to approve or disapprove of the proposed lease or proposed Lessees or Occupants. The Association shall give the Unit Owner written notice of its decision within said period. No individual rooms may be rented and no transient tenants may be accommodated. "Rent-sharing" and subleasing are prohibited. All leases shall be for a minimum period of thirty (30) days. Leases may be renewed, subject to Board approval. This section shall apply to all Unit Owners, regardless of when the Unit was purchased or title acquired.

3.15.1 Board Right of Approval. The Board of Directors shall have the authority to approve all leases and renewals or extensions thereof, which authority may be delegated to a committee or agent. No person may occupy a Unit as a Tenant, Family member of a Tenant, Occupant, or otherwise without prior approval of the Board of Directors. The Board shall have the authority to promulgate or use a uniform lease application and require such other information from the proposed Tenant and all proposed Occupants as the Board deems appropriate under the circumstances. The Board may require an interview of any proposed Tenant and all proposed Occupants of a Unit, as a condition for approval.

3.15.2 Tenant Conduct; Remedies. All leases shall be on a uniform form of lease or lease addendum if so promulgated by the Association. Uniform leases, addenda and all other leases will provide, or be deemed to provide that the Tenants have read and agreed to be bound by this Declaration, the Declarations of the Member Associations, Articles of Incorporation, Bylaws, and Rules and Regulations as the same may be amended from time to time (the "Governing Documents"). The uniform lease or addendum and other leases shall further provide or be deemed to provide that any violation of the Governing Documents shall constitute a material breach of the lease and subject the Tenant to eviction as well as any other remedy afforded by the Governing Documents or Florida law. If a Tenant, other Unit Occupant, Guest or Invitee fails to abide by the Governing Documents, the Unit Owner(s) shall be responsible for the conduct of the Tenants, Occupants, Guests and Invitees and shall be subject to all remedies set forth in the Governing Documents and Florida law, without waiver of any remedy available to the Association as to the Tenant. The Unit Owner shall have the duty to bring his Tenant's conduct (and that of the other Unit Occupants, Guests and Invitees) into compliance with the Governing Documents by whatever action is necessary, including without limitation the institution of eviction proceedings without notice to cure, where legally permissible. If the Unit Owner fails to bring the conduct of the Tenant into compliance with the Governing Documents in a manner deemed acceptable by the Association, the Association shall have the authority to act as agent of the Unit Owner

to undertake whatever action is necessary to abate the Tenants' noncompliance with the Governing Documents (or the other noncompliance of other Occupants, Guests or Invitees), including without limitation the right to institute an action for eviction against the Tenant in the name of the Association in its own right, or as agent of the Unit Owner. The Association shall have the right to recover any costs or fees, including attorney's fees, incurred in connection with such actions, from the Unit Owner which shall be secured by a continuing lien in the same manner as assessments for Common Expenses, to wit, secured by a Lien for Charges. Any uniform lease or lease addendum will provide, or be deemed to provide that the Association shall have the authority to direct that all rental income related to the Unit be paid to the Association until all past due and current obligations of the Association have been paid in full, including but not limited to all past due Assessments, Charges, other monetary obligations, late fees, interest, attorneys' fees and cost and expenses of collection.

3.15.3 Security Deposit. The Board of Directors shall have the authority, as a condition of granting approval to a lease or renewal or extension thereof, to require that a prospective Lessee or Unit Owner place a security deposit in an amount not to exceed the equivalent of one month's rent into an escrow account maintained by the Association to protect against damage to the Common Elements, Common Areas, Commons Property or Member Association Property. Payment of interest, claims against the deposit, refunds, and disputes under this paragraph shall be handled in the same fashion as provided in Part II of Chapter 83 of the Florida Statutes (2010) as amended from time to time.

3.15.4 Approval Process; Disapproval. Any Unit Owner intending to lease his Unit shall submit a copy of the proposed lease, an application, and any other requested information and required fees at least thirty (30) days in advance of the commencement of the lease or renewal or extension term. Upon receipt of all information and fees required by Association and an interview (if requested by the Board), the Association shall have the duty to approve or disapprove all proposed leases within thirty (30) days of receipt of such information for approval and the completion of the Tenant/Occupant interview (if required), by sending written notification to the Unit Owner within such time frame. All requests for approval not acted upon within thirty (30) days shall be deemed approved. Applications for renewals or extensions of lease agreements shall be submitted at least thirty (30) days in advance of the expiration of the lease agreement. If the Association disapproves a proposed lease or renewal or extension, the Unit Owner shall receive a short statement indicating the reason for the disapproval, and the lease shall not be made, renewed, or extended. The Association shall neither have a duty to provide an alternate Lessee nor shall it assume any responsibility for the denial of a lease application if any denial is based upon any of the following factors:

3.15.4.1 The person seeking approval (which shall hereinafter include all proposed Occupants) has been convicted of a crime involving violence to persons, a crime demonstrating dishonesty or moral turpitude or any felony;

3.15.4.2 The application for approval on its face, facts discovered in connection with the Association's investigation, or the conduct of the applicant, indicate that the person seeking approval intends to conduct himself in a manner inconsistent with the Governing Documents. By way of example, but not limitation, a Tenant taking possession of the premises prior to approval by the Association as provided for herein shall constitute a presumption that the applicant's conduct is inconsistent with the Governing Documents and may constitute grounds for denial;

3.15.4.3 The person seeking approval has a history of disruptive behavior or disregard for the rights and property of others as evidenced by his conduct in other housing facilities or associations, or by his conduct in the Commons Association or Member Associations as a Tenant, Occupant or Guest;

3.15.4.4 The Unit Owner or person seeking approval has failed to provide the information, fees, or appearances required to process the application in a timely manner;

3.15.4.5 All Assessments, fines and other Charges and monetary obligations against the Unit and/or Unit Owner have not been paid in full.

3.15.5 Liability. The liability of the Unit Owner under the Governing Documents shall continue notwithstanding the fact that he may have leased or rented his interest in the Unit as provided herein.

3.15.6 Association Fee. The Unit Owner or Lessee seeking approval of a lease of a Unit shall pay a transfer fee for each applicant in an amount determined by the Board, which unless otherwise specified, shall be the maximum amount permitted by law. No charge shall be made in connection with an extension or renewal of a lease.

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Amendment No. 3: Article 3.16, Declaration of Covenants for Vista at Heritage Bay Commons (NEW)

3. USE RESTRICTIONS. The following restrictions in addition to the Rules and Regulations hereafter promulgated by the Board of Directors, shall govern the use of the Common Areas and the conduct of the users.

3.16 Pool. Smoking, drinking alcoholic beverages, and using drugs of any kind within 25 feet of the pool, the pool enclosure and its perimeter, and within 15 feet of the pool parking lot, is prohibited. Any disposal of cigarette butts, ashes, alcohol bottles, beer cans, or other alcoholic beverage containers of any kind in the pool or bathroom trash receptacles will result in a cleaning fee of \$100.00 per occurrence and will be charged to the Owner's unit. Anyone suspected of selling, buying or distributing or using of illegal drugs will be reported to local law enforcement agency for investigation. The Common Association may suspend, for a reasonable period of time, the right of a member, tenant, guest, invitee, right to use the common areas if a member, tenant, guest, invitee is charged with or convicted of selling, buying or using illegal drugs of any kind on Commons Association or Member Association Property.

3.16.1 The pool is reserved for Members in the Vistas Community and a limited number of guests. Accordingly, no more than two non-owner guests are permitted at the pool per Owner. The Association's Management Company must receive notice of and approve in advance, planned functions. A refundable security deposit, in an amount to be determined by the Board of Directors, may be required. Failure to obtain approval for use of the pool area for a function will result in removal from the pool area and all other enforcement remedies provided by law.

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AS PREVIOUSLY RECORDED BOOK 4322 PAGE 3579
Amendment No. 4: Article 3.2, Bylaws for Vista at Heritage Bay Commons Association, Inc.

3. MEMBERS' MEETINGS

(Article 3.1 Remain Unchanged)

3.2 ^{SELECTION} ~~Section of Directors~~. Except as otherwise provided in Section 9.1 of the Commons Declaration, not later than March 31st of each year, each Member Association shall designate, in writing, one (1) natural person who shall serve as a Director of this Commons Association for a two (2) year term ~~from the next annual organizational meeting of the Board of Directors until the following annual organizational meeting~~, or until their earlier death, resignation or removal. Each such designee shall be a member of the Member Association he represents, and may be an Officer or Director thereof.

Dated this 10th day of JUNE, 2014.

Witnesses:

VISTA AT HERITAGE BAY COMMONS ASSOCIATION, INC.

Amy Ruffie
By: Amy Ruffie

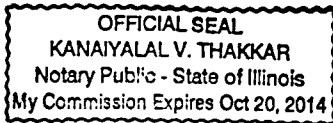
Pamela Peterson
By: Pamela Peterson
Association President

Raymond K Lam
By: Raymond K Lam

(Corporate Seal)

STATE OF FLORIDA Illinois
COUNTY OF COLLIER Dupage

Subscribed before me this 10th day of June, 2014, by Pamela Peterson, Association President, who is personally known to me.



Kanayalal V Thakkar
NOTARY PUBLIC
Kanayalal V Thakkar
Printed Name of Notary Public

My Commission Expires: