

This instrument prepared by and after recording  
return to:

Jason Hamilton Mikes, Esquire  
QUARLES & BRADY LLP  
1395 Panther Lane  
Suite 300  
Naples, Florida 34109

Retn:  
QUARLES & BRADY  
1395 PANTHER LANE #300  
NAPLES FL 34109

Recording Fee: \$426.50 Collier County, FL

**CERTIFICATE OF AMENDED AND RESTATED  
DECLARATION OF PROTECTIVE COVENANTS,  
RESTRICTIONS AND EASEMENTS  
FOR  
CRESTVIEW VILLAS AT HERITAGE GREENS**

The undersigned hereby certify that the following Amendments and Restatements to the Declaration of Protective Covenants, Restrictions and Easements for Crestview Villas at Heritage Greens and exhibits thereto including, but not limited to, the Articles of Incorporation for Crestview Villas at Heritage Greens Association, Inc. and the Bylaws of Crestview Villas at Heritage Greens Association, Inc. were adopted by the Board of Directors and Membership of Crestview Villas at Heritage Greens Association, Inc. on the 13th day of March, 2008 at a duly called meeting of the Members at which a quorum was present. The original Declaration of Protective Covenants, Restrictions and Easements for Crestview Villas at Heritage Greens and exhibits thereto, which are hereby amended and restated in their entirety, was recorded in Official Records Book 2393, Page 554, et seq., of the Public Records of Collier County, Florida.

Witnesses:

Mary Lee Schell  
\_\_\_\_\_, Witness No. 1

[Signature]  
\_\_\_\_\_, Witness No. 2

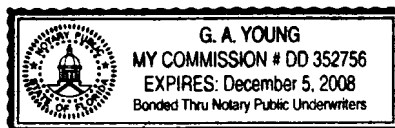
Crestview Villas at Heritage Greens Association, Inc.

Donna Stumpf  
\_\_\_\_\_, Donna Stumpf, President

James Kamaryt  
\_\_\_\_\_, James Kamaryt, Secretary

STATE OF FLORIDA  
COUNTY OF COLLIER

The foregoing instrument was acknowledged before me this 17<sup>th</sup> day of April, 2008, by Donna Stumpf, as President of Crestview Villas at Heritage Greens Association, Inc., a Florida not-for-profit corporation, on behalf of the corporation. He/She is personally known to me or has produced PERSONALLY KNOWN as identification.



[Signature]  
\_\_\_\_\_, Signature of person taking Acknowledgment

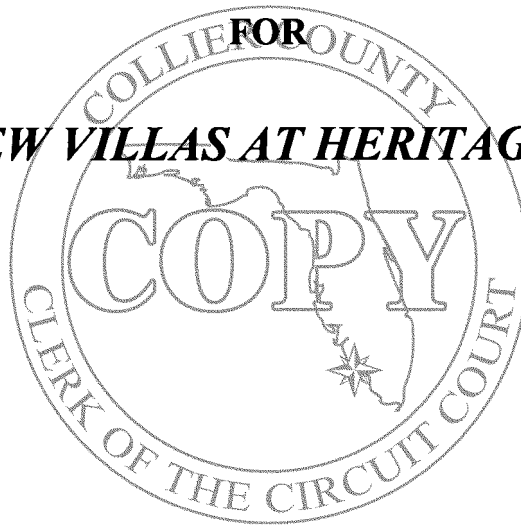
\_\_\_\_\_, Name typed, printed or stamped

\_\_\_\_\_, My commission expires:

***AMENDED AND RESTATED***

**DECLARATION OF PROTECTIVE COVENANTS,  
RESTRICTIONS AND EASEMENTS**

**FOR  
CRESTVIEW VILLAS AT HERITAGE GREENS**



***THIS IS A SUBSTANTIAL REWORDING OF THE DECLARATION OF PROTECTIVE COVENANTS, RESTRICTIONS AND EASEMENTS FOR CRESTVIEW VILLAS AT HERITAGE GREENS RECORDED IN OFFICIAL RECORDS BOOK 2393, PAGE 554, ET SEQ., OF THE PUBLIC RECORDS OF COLLIER COUNTY, FLORIDA. PLEASE REFER TO THAT DOCUMENT FOR THE PREVIOUS TEXT.***

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## AMENDED AND RESTATED

DECLARATION OF PROTECTIVE COVENANTS,  
RESTRICTIONS AND EASEMENTS  
FOR***CRESTVIEW VILLAS AT HERITAGE GREENS***RECITALS:

On March 2, 1998, Heritage Greens Construction Limited Partnership, a Delaware limited partnership, ("Developer"), joined by Crestview Villas at Heritage Greens Association, Inc., a Florida corporation not for profit ("Association"), recorded that certain Declaration of Protective Covenants, Restrictions and Easements for Crestview Villas at Heritage Greens ("Original Declaration") in Official Records Book 2393, Page 554, *et seq.*, of the Public Records of Collier County, Florida. By recording the Original Declaration in the Public Records of Collier County, Florida, the Developer created a plan for the development and maintenance of Crestview Villas at Heritage Greens ("Community") and the preservation of values and amenities therein upon that certain real property ("Land") located in Collier County, Florida legally described as follows:

LOTS 11 AND 12, BLOCK A AND TRACT X OF HERITAGE GREENS, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 28, PAGES 78-94 OF THE PUBLIC RECORDS OF COLLIER COUNTY, FLORIDA.

On June 16, 1998, the Developer amended the Declaration by adding Phase 13 to the real property subject to the Declaration, which real property is legally described as follows:

LOTS 111 AND 112, BLOCK A OF HERITAGE GREENS, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 28, PAGES 78-94 OF THE PUBLIC RECORDS OF COLLIER COUNTY, FLORIDA.

On August 11, 1998, the Developer amended the Declaration by adding Phase 7 to the real property subject to the Declaration, which real property is legally described as follows:

LOTS 123 AND 124, BLOCK A OF HERITAGE GREENS, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 28, PAGES 78-94 OF THE PUBLIC RECORDS OF COLLIER COUNTY, FLORIDA.

On August 21, 1998, the Developer amended the Declaration by adding Phase 6 to the real property subject to the Declaration, which real property is legally described as follows:

LOTS 1 AND 2, BLOCK A OF HERITAGE GREENS, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 28, PAGES 78-94 OF THE PUBLIC RECORDS OF COLLIER COUNTY, FLORIDA.

On September 17, 1998, the Developer amended the Declaration by adding Phase 14 to the real property subject to the Declaration, which real property is legally described as follows:

LOTS 109 AND 110, BLOCK A OF HERITAGE GREENS, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 28, PAGES 78-94 OF THE PUBLIC RECORDS OF COLLIER COUNTY, FLORIDA.

On November 19, 1998, the Developer amended the Declaration by adding Phase 18 to the real property subject to the Declaration, which real property is legally described as follows:

LOTS 101 AND 102, BLOCK A OF HERITAGE GREENS, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 28, PAGES 78-94 OF THE PUBLIC RECORDS OF COLLIER COUNTY, FLORIDA.

On March 5, 1999, the Developer amended the Declaration by adding Phase 16 to the real property subject to the Declaration, which real property is legally described as follows:

LOTS 105 AND 106, BLOCK A OF HERITAGE GREENS, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 28, PAGES 78-94 OF THE PUBLIC RECORDS OF COLLIER COUNTY, FLORIDA.

On August 4, 1999, the Developer amended the Declaration by adding Phase 3 to the real property subject to the Declaration, which real property is legally described as follows:

LOTS 7 AND 8, BLOCK A OF HERITAGE GREENS, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 28, PAGES 78-94 OF THE PUBLIC RECORDS OF COLLIER COUNTY, FLORIDA.

On August 25, 1999, the Developer amended the Declaration by adding Phase 15 to the real property subject to the Declaration, which real property is legally described as follows:

LOTS 107 AND 108, BLOCK A OF HERITAGE GREENS, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 28, PAGES 78-94 OF THE PUBLIC RECORDS OF COLLIER COUNTY, FLORIDA.

On August 30, 1999, the Developer amended the Declaration by adding Phase 17 to the real property subject to the Declaration, which real property is legally described as follows:

LOTS 103 AND 104, BLOCK A OF HERITAGE GREENS, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 28, PAGES 78-94 OF THE PUBLIC RECORDS OF COLLIER COUNTY, FLORIDA.



On December 6, 1999, the Developer amended the Declaration by adding Phase 20 to the real property subject to the Declaration, which real property is legally described as follows:

LOTS 97 AND 98, BLOCK A OF HERITAGE GREENS, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 28, PAGES 78-94 OF THE PUBLIC RECORDS OF COLLIER COUNTY, FLORIDA.

On December 16, 1999, the Developer amended the Declaration by adding Phase 19 to the real property subject to the Declaration, which real property is legally described as follows:

LOTS 99 AND 100, BLOCK A OF HERITAGE GREENS, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 28, PAGES 78-94 OF THE PUBLIC RECORDS OF COLLIER COUNTY, FLORIDA.

On December 16, 1999, the Developer amended the Declaration by adding Phase 8 to the real property subject to the Declaration, which real property is legally described as follows:

LOTS 121 AND 122, BLOCK A OF HERITAGE GREENS, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 28, PAGES 78-94 OF THE PUBLIC RECORDS OF COLLIER COUNTY, FLORIDA.

On January 10, 2000, the Developer amended the Declaration by adding Phase 12 to the real property subject to the Declaration, which real property is legally described as follows:

LOTS 113 AND 114, BLOCK A OF HERITAGE GREENS, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 28, PAGES 78-94 OF THE PUBLIC RECORDS OF COLLIER COUNTY, FLORIDA.

On January 11, 2000, the Developer amended the Declaration by adding Phase 4 to the real property subject to the Declaration, which real property is legally described as follows:

LOTS 5 AND 6, BLOCK A OF HERITAGE GREENS, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 28, PAGES 78-94 OF THE PUBLIC RECORDS OF COLLIER COUNTY, FLORIDA.

WITNESSETH:

The Association does hereby declare that the Declaration shall be amended and restated in its entirety, and that the Community shall hereafter be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, and charges and liens set forth herein, as the same may be amended from time to time, for the purpose of establishing uniform standards for the improvement of the Community and provide for the health, safety, welfare and recreational opportunities of the owners and users thereof.

**1. DEFINITIONS.** The following words, when used in this Declaration, shall have the following meanings:

**1.1 "Architectural Review Committee"** means the committee of Members appointed by the Board of Directors responsible for promulgating and enforcing the Architectural Standards as more particularly described in Section 10.1 of this Declaration.

**1.2 "Architectural Standards"** means the design criteria and building guidelines promulgated by the Architectural Review Committee as more particularly described in Section 10.2 of this Declaration.

**1.3 "Articles"** means the Articles of Incorporation of the Association, attached hereto as Exhibit "B".

**1.4 "Association"** means Crestview Villas at Heritage Greens Association, Inc., a Florida not-for-profit corporation, its successors and assigns.

**1.5 "Base Assessment"** means assessments levied on all Lots subject to assessment under Section 9 to fund Common Expenses for the general benefit of all Lots, as more particularly described in Section 9.2.

**1.6 "Board of Directors" or "Board"** mean the members of the Board of Directors of the Association as from time to time elected or appointed.

**1.7 "Building"** means each building within the Community containing Dwelling Units.

**1.8 "Bylaws"** means the Bylaws of the Association attached hereto as Exhibit "C".

**1.9 "Common Structural Elements"** means certain elements, features or parts contained in a Building, which are structural elements of more than one (1) Dwelling Unit contained therein as more particularly set forth in Section 6.1 .

**1.10 "Common Expenses"** means the actual and estimated expenses of operating the Association, including, but not limited to, maintenance of the Common Structural Elements and Crestview Recreation Area, services and any reasonable reserves, all as may be found necessary and appropriate by the Board pursuant to the Governing Documents.

**1.11 "Community"** means the real property described in Exhibit "A" and interests therein, which is subject to this Declaration, together with such additional property that is subjected to this Declaration.

**1.12 "Community-Wide Standard"** means the standard of conduct, maintenance or other activity specifically determined by the Board of Directors or its committees.

**1.13 "County"** means Collier County, Florida.

**1.14 "Crestview Recreation Area"** means Tract X of Heritage Greens, according to the Plat thereof recorded in Plat Book 28, Pages 78 through 94, inclusive, of the Public Records of Collier County, Florida.

**1.15 "Declaration"** means this document and its exhibits as the same may be amended from time to time.

**1.16 "Dwelling Unit"** means a dwelling unit intended for use as a single family residence.

**1.17 "Governing Documents"** means, in the aggregate, this Declaration, the Plat, the Articles, the Bylaws, and the Rules & Regulations as all may be amended from time to time.

**1.18 "Lot"** means a portion of the Community upon which a Dwelling Unit has been constructed, may be independently owned and conveyed, and which is intended for use as a residence for a single family. The term shall refer to the Lot, its appurtenances, as well as any improvements thereon. The term shall not include any portion of the Community intended for common use by all Members.

**1.19 "Member"** means a record Owner of a Lot in the Community as more fully described in Section 4.1, hereof.

**1.20 "Neighborhood Associations"** shall mean the corporate entities responsible for the administration of the following residential communities:

**1.20.1 Crestview Condominium at Heritage Greens** according to that certain Declaration of Condominium of Crestview Condominium at Heritage Greens, recorded on May 18, 1998 in Official Records Book 2420, Page 3036, et seq., of the Public Records of Collier County, Florida, as the same may be amended from time to time.

**1.20.2 Colonial Links Villas at Heritage Greens** as described in that certain Declaration of Protective Covenants, Restrictions and Easements of Colonial Links Villas at Heritage Greens, recorded on March 28, 2001 in Official Records Book 2797, Page 1338, et seq. of the Public Records of Collier County, Florida, as the same may be amended from time to time.

**1.20.3 Colonial Links Condominium at Heritage Greens** according to that certain Declaration of Condominium of Colonial Links Condominium at Heritage Greens, recorded on September 14, 2001 in Official Records Book 2892, Page 2691, et seq., of the Public Records of Collier County, Florida, as the same may be amended from time to time.

**1.21 "Owner"** means the record owner, whether one or more persons or entities, of the fee simple title to any Lot located within the Community, excluding, however, the Association and any person holding such interest merely as security for the performance or satisfaction of an obligation.

**1.22 "Person"** means any natural person, as well as a corporation, joint venture, partnership (general or limited), association, trust or other legal entity.

**1.23 "Plat"** means any Plat or Replat of the Community or any portion thereof now or hereafter recorded, including, without limitation, that certain Plat of Heritage Greens recorded in Plat Book 28, Pages 78 through 94, inclusive, of the Public Records of Collier County, Florida.

**1.24 "Reserves"** means the funds necessary to establish an adequate reserve fund as more particularly set forth in Section 9.3 .

**1.25 "Rules & Regulations"** means the procedures for administering the Association, the Community, the use of the Crestview Recreation Area, and Architectural Standards, as adopted by resolution of the Board of Directors as the same may be amended from time to time.

**1.26 "Shared Use Agreement"** means that certain Agreement for Shared Entrance Signage and Entrance Landscape Maintenance, Certain Limited Shared Irrigation Facilities, and Capital Contribution for Crestview Recreation Area, as amended from time to time, between the Neighborhood Associations.

**1.27 "Special Assessment"** means assessments levied in accordance with Section 9.4 of this Declaration.

**1.28 "Specific Assessment"** means assessments levied in accordance with Section 9.5 of this Declaration.

**2. PROPERTY SUBJECT TO THIS DECLARATION.** The real property which is, and shall be, held, transferred, sold, conveyed and occupied subject to this Declaration is described on Exhibit "A" attached hereto and made a part hereof.

### **3. THE ASSOCIATION.**

**3.1 Functions and Services.** The Association shall be the entity responsible for management, maintenance, operation and control of the Crestview Recreation Area, pursuant to the Shared Use Agreement, and Common Structural Elements. The Association shall be the primary entity responsible for enforcement of this Declaration and such reasonable rules regulating use of the Community as the Board may adopt. The Association shall also be responsible for administering and enforcing the architectural standards and controls set forth in this Declaration and in the Architectural Standards. The Association shall perform its functions in accordance with this Declaration, the Bylaws, the Articles of Incorporation and Florida law. Among other things, the Association shall be empowered to do the following, all of the expenses for which shall be deemed Common Expenses:

- 3.1.1 Adopt Community-Wide Standards of conduct, maintenance or other activity;
- 3.1.2 Adopt and amend bylaws and rules and regulations;
- 3.1.3 Adopt and amend budgets for revenues, expenditures and reserves;
- 3.1.4 Collect assessments for Common Expenses;
- 3.1.5 Hire and discharge employees, agents, independent contractors, managers and administrators;
- 3.1.6 Institute, defend or intervene in litigation or administrative proceedings in its own name on its behalf or on behalf of two or more Owners, but only as to matters affecting the Community;
- 3.1.7 Make contracts and incur liabilities;
- 3.1.8 Regulate the use, maintenance, repair, replacement and modification of the Crestview Recreation Area and Common Structural Elements;
- 3.1.9 Make additional improvements to the Crestview Recreation Area and Common Structural Elements;
- 3.1.10 Acquire, hold, encumber and convey in the name of the Association any right, title or interest in real or personal property;
- 3.1.11 Grant easements, leases, licenses and concessions through or over the Crestview Recreation Area and Common Structural Elements;
- 3.1.12 Take all actions necessary to enforce the covenants, conditions and restrictions of this Declaration, the Articles, the Bylaws and the Rules & Regulations;
- 3.1.13 Impose charges for late payment of assessments and, after notice and an opportunity to be heard, levy reasonable fines for violations of the Declarations, Bylaws and Rules & Regulations of the Association;
- 3.1.14 Impose reasonable charges to prepare and record Amendments to the Declaration and Notices of Lien for unpaid assessments;
- 3.1.15 Purchase at its option general liability and hazard insurance for improvements and/or activities on or concerning the Crestview Recreation Area and Common Structural Elements;

3.1.16 Provide for the indemnification of its officers and maintain directors and officers liability insurance;

3.1.17 Assign its right to future income, including the right to receive annual assessments;

3.1.18 Exercise any other powers conferred by this Declaration, the Articles of Incorporation or the Bylaws;

3.1.19 Exercise all powers that may be exercised in the State of Florida by similar legal entities; and,

3.1.19.1 Exercise any other powers necessary and proper for the governance and operation of the Association, including the delegation of its functions and services to any governmental or private entity.

**3.2 Obligation of the Association.** The Association shall carry out the functions and services specified herein first with the proceeds from Base Assessments and then, if necessary, with the proceeds from Special Assessments. The Board of Directors shall consider the proceeds of assessments and the needs of Members in exercising its functions and services outlined this Section 3.

**3.3 Association Actions Requiring Approval.** Unless the Association receives the affirmative vote of at least two-thirds (2/3) of the votes cast, either in person or by written proxy, at a duly convened meeting, the Association shall not be entitled to:

3.3.1 abandon, partition, subdivide, encumber, sell or transfer the Crestview Recreation Area or any portion thereof. The granting of easements for public utilities or for other public purposes consistent with the intended use of the Crestview Recreation Area shall not be deemed a transfer within the meaning of this paragraph;

3.3.2 change the method of determining the obligations, assessments, dues or other charges which may be levied against an Owner;

3.3.3 change, waive or abandon any scheme of regulation or enforcement of Community-Wide Standards; nor

3.3.4 use hazard insurance proceeds for losses to Crestview Recreation Area and/or Common Structural Elements other than for the repair or replacement of the Crestview Recreation Area and/or Common Structural Elements.

#### 4. MEMBERSHIP AND VOTING RIGHTS IN ASSOCIATION.

**4.1 Membership.** Except as provided in the next sentence, every Person who is a record owner of a fee or undivided fee interest in any Lot in the Community shall be a Member of the Association, provided that any Person who holds such interest merely as a security for the performance of an obligation shall not be a Member. Change of membership shall be established by recording in the Public Records of Collier County, Florida a deed or other instrument which conveys fee title to a Lot within the Community, and by the delivery to the Association of a copy of such recorded instrument. If a copy of said instrument is not delivered to the Association, the new Owner shall become a Member, but shall not be entitled to voting privileges. Membership in the Association by all Owners is mandatory and automatic with the ownership of any Lot and is appurtenant to, runs with, and shall not be separated from, the Lot upon which membership is based.

**4.2 Voting Rights.** The Association shall have a single class of membership which shall consist of all Owners. Each Member shall be entitled to one (1) equal vote for each Lot owned in the Community.

**4.3 Exercise of Voting Rights.** Except as otherwise specified in this Declaration or the Bylaws, the vote(s) for each Lot owned by a Member shall be exercised only by that Member or by written proxy properly executed by such Member. In any situation in which a Member is entitled personally to exercise the vote for his or her Lot and there is more than one Owner of a particular Lot, the vote for such Lot shall be exercised as such co-Owners determine among themselves and advise the Secretary of the Association in writing prior to any meeting. Absent such advice, the Lot's vote shall be suspended if more than one Person seeks to exercise it. However, there shall be only one (1) vote per Lot and votes are not divisible.

## **5. CRESTVIEW RECREATION AREA.**

**5.1 Description.** The Crestview Recreation Area exists upon Tract X of Heritage Greens, according to the Plat thereof recorded in Plat Book 28, Pages 78 through 94, inclusive, of the Public Records of Collier County, Florida. The recreational amenities consist of a clubhouse, swimming pool, fixtures and personal property as deemed necessary or beneficial by the Board of Directors from time to time.

**5.2 Use.** Every Owner of a Lot within the Community shall have non-exclusive rights and easements of ingress and egress, use and enjoyment in and to the Crestview Recreation Area, which rights and easements shall be appurtenant to and shall pass with the title to the Lot. The rights and easements shall be subject to the following:

**5.2.1** the non-exclusive rights and easements of ingress and egress, use and enjoyment in and to the Crestview Recreation Area of owners, their family, guests, tenants and invitees, of residential units within the communities administered by the Neighborhood Associations;

**5.2.2** the right of the Association to borrow money for the purpose of improving the Crestview Recreation Area, or any portion thereof or for construction, repairing or improving any facilities located or to be located thereon, and give as security for the payment of any such loan a mortgage encumbering all or any portion of the Common Areas; provided, the lien and encumbrance of any such mortgage given by the Association shall be subject and subordinate to any rights, interests, options, easements and privileges herein reserved or established for the benefit of any Owner, or a holder of any mortgage, irrespective of when executed or given by any Owner, encumbering any Lot or other property located within the Community;

**5.2.3** the right of the Association to grant easements across the Crestview Recreation Area to Persons who are not Owners;

**5.2.4** the right of the Association to dedicate or transfer all or any portion of the Crestview Recreation Area subject to approval by two-thirds (2/3rds) of the Members of the Association and the prior written consent of the Neighborhood Associations;

**5.2.5** the Governing Documents and any other applicable covenants;

**5.2.6** any restrictions or limitations contained in any deed conveying such property to the Association;

**5.2.7** the right of the Board to adopt rules regulating the use and enjoyment of the Crestview Recreation Area, including rules restricting use of the facilities to occupants of Lots and their guests and rules limiting the number of guests who may use the facilities;

**5.2.8** the right of the Board to suspend use rights and levy a fine against an Owner for a single violation or continuing violation, of the Governing Documents, after notice and a hearing pursuant to Section 14.4 of this Declaration.

**5.3 Delegation of Use Rights.** Any Owner may delegate his or her right of use and enjoyment in and to the Crestview Recreation Area and facilities located thereon to the members of his family, tenants, guest and invitees.

**5.4 Maintenance.** The Association shall be responsible for the maintenance, repair and replacement of the Crestview Recreation Area and all improvements, fixtures and personal property thereon. The Association shall pay the costs and expenses associated with those efforts. However, the expenses of the Crestview Recreation Area shall be shared on a pro-rata basis by the Association and by the Neighborhood Associations based on the following formula:

**5.4.1** Prior to each fiscal year the Board of Directors shall adopt a budget of all expenses related to administration of the Crestview Recreation Area ("Crestview Recreation Area Expenses").

**5.4.2** The Board shall allocate the Crestview Recreation Area Expenses amongst the Neighborhood Associations by multiplying the amount of such expenses by a fraction, with respect to each Neighborhood Association, the numerator of which is the number of dwelling units within the community administered by the Neighborhood Association and the denominator of which is the total number of dwelling units within the Community and within the communities administered by the Neighborhood Association's collectively.

**5.4.3** Each Neighborhood Association shall pay its pro-rata share of the Crestview Recreation Area Expenses to the Association in installments, the frequency of which shall be determined by the Board of Directors.

**5.4.4** If the actual Crestview Recreation Area Expenses in any fiscal year exceed the budgeted Crestview Recreation Area Expenses for that fiscal year, the Board shall amend the budget and each Neighborhood Association shall deliver payment of its pro-rata share of such actual expenses to the Association upon demand of the Board. If the actual Crestview Recreation Area Expenses in any fiscal year are less than the budgeted Crestview Recreation Area Expenses for that fiscal year, the Association and each Neighborhood Association shall receive a pro-rated credit towards Crestview Recreation Area Expenses for the subsequent fiscal year.

**5.5 Disclaimer.** THE ASSOCIATION SHALL NOT BE OBLIGATED TO PROVIDE SUPERVISORY PERSONNEL FOR THE CRESTVIEW RECREATION AREA, INCLUDING, BUT NOT LIMITED TO, LIFEGUARDS. ANY INDIVIDUAL USING THE CRESTVIEW RECREATION AREA SHALL DO SO AT HIS OR HER OWN RISK AND HEREBY AGREES TO INDEMNIFY AND HOLD THE ASSOCIATION HARMLESS FROM AND AGAINST ALL CLAIMS OR LOSSES ARISING FROM SUCH USE.

## **6. COMMON STRUCTURAL ELEMENTS.**

**6.1 Description.** Each Building contains two Dwelling Units that share Common Structural Elements, which include, but are not limited to, the following:

**6.1.1 Utility Lines.** All utility lines, ducts, conduits, pipes, wires and other utility fixtures and appurtenances that are located on or within the Building and which directly or indirectly in any way service more than one (1) Dwelling Unit in the Building;

**6.1.2 Roofing.** The entire roof of the Building, any and all roof support structures, and any and all appurtenances to such roof and roof support structures, including, without limitation, the fascia, soffits, rain gutters and other roof covering, roof trim and roof drainage fixtures, all of which, so long as originally installed by the builder/developer, are collectively referred to herein as the "Roofing;"

**6.1.3 Bearing Walls.** Any and all walls or columns necessary to support the roof structure, all of which are collectively referred to herein as "Bearing Walls." Bearing Walls may be Party Walls as set forth in Section 6.2.

**6.1.4 Exterior Finish.** Any and all siding, finish, trim, exterior sheathings and other exterior materials and appurtenances on the exterior of the Building, all of which are collectively referred to herein as the "Exterior Finish."

**6.1.5 Flooring.** The entire concrete floor slab or wood floor system if utilized in lieu thereof and all foundational and support structures and appurtenances thereto, all of which are collectively referred to as the "Flooring."

**6.1.6 Privacy Walls.** The walls (other than "Party Walls" defined in Section 6.2) or fences erected along the Lot lines of the Lots or on the Lots and all foundational and support structures with respect thereto.

**6.2 Party walls.** The common walls between two (2) Dwelling Units located upon the Lot line between said Dwelling Units ("Party Walls"), shall be owned by the Owners of the Dwelling Unit adjacent thereto as tenants in common, notwithstanding that such wall is found to be not on the Lot line. Party Walls shall be for the perpetual benefit of and use by each Owner, including such Owner's heirs, assigns, successors and grantees, of each such adjacent Dwelling Unit. Each Owner shall have the right to the full use of said Party Wall for whatever purpose he or she chooses to employ, subject to the limitation that such use shall not infringe on the rights of the Owner of the adjoining Dwelling Unit or his or her enjoyment of the Party Wall or in any manner impair the value of said Party Wall.

**7. EASEMENTS.** In addition to the easements which appear on the Plat, the respective rights and obligations of the Owners, the Association, and others concerning easements affecting the Community shall include the following:

**7.1 Easements for Utilities.** Perpetual blanket easements, for the benefit of the Association, its successors and assigns, upon, across, above and under the Community, which easements shall be for access, ingress, egress, installation, construction, repair, operation, maintenance and replacement of utility services for the Community or any portion thereof, including, but not limited to water, sewer, gas, drainage, irrigation, fire protection, electricity, and other services, such as trash disposal roads and walkways. This easement shall not entitle the holders to construct or install any drainage systems, facilities or utilities over, under or through any improvements existing upon a Lot, except as may be temporarily necessary for utility installation, and any damage to improvements upon a Lot resulting from the exercise of this easement shall promptly be repaired by and at the expense of the Person exercising this easement. The exercise of this easement shall not unreasonably interfere with the use of any Lot and, except in an emergency, entry onto any Lot shall be made only after reasonable notice to the Owner or to the occupant of the Lot. Use of the Community for utilities, as well as use of the other utility easements as shown on relevant plats, shall be in accordance with the applicable provisions of this Declaration and said plats.

**7.2 Easement for Entry.** The Association shall have an easement to enter into any Lot and Dwelling Unit for emergency, security, safety and for other purposes reasonably necessary for the proper maintenance and operation of the Community and Common Structural Elements, which right may be exercised by the Board of Directors, officers, agents, employees, managers, and all policemen, firemen, ambulance personnel and similar emergency personnel in the performance of their respective duties. Except in an emergency situation, entry shall only be during reasonable hours and after notice to the Owner. This right of entry shall include the right of the Association to enter a Lot to cure any condition which may increase the possibility of a fire or other hazard in the event an Owner fails or refuses to cure the condition upon the request by the Board.

**7.3 Easement for Maintenance.** The Association shall have a non-exclusive and perpetual easement to enter upon, across, above and under each Lot and Dwelling Unit within the Community at reasonable hours to perform its responsibilities of maintenance, inspection and repair.

**7.4 Damages.** The use of any easement granted under the provisions of this Article shall not include the right to disturb any land, building or structure in the Community, and any damage caused to same shall be repaired at the expense of the party causing such damage.



**7.5 Easement for Collection for Stormwater Runoff and Flood Water.** A non-exclusive right and easement, but not the obligation, for the benefit of the Association and/or the Master Association, their successors and assigns, to enter upon any part of Community to (a) install, keep, maintain and replace pumps in order to provide water for the irrigation of any of the Association property and areas of common use; (b) construct, maintain and repair any structure designed to divert, collect or retain water; and (c) remove trash and other debris. This easement shall not entitle the holders to construct or install any drainage systems or facilities over, under or through any existing improvements upon a Lot and any damage to improvements upon a Lot resulting from the exercise of this easement shall promptly be repaired by and at the expense of the Person exercising this easement. The exercise of this easement shall not unreasonably interfere with the use of any Lot and, except in an emergency, entry onto any Lot shall be made only after reasonable notice to the Owner or the Lot's occupants. Further, every Lot and the Common Area shall be burdened with easements for natural drainage or stormwater runoff from other portions of the Community; provided, no Persons shall alter the natural drainage on any Lot so as to materially increase the drainage of stormwater onto adjacent portions of the Community without the consent of the Owner of the affected Property.

**7.6 Easements for Cross-Drainage.** Every Lot and the Crestview Recreation Area shall be burdened with easements for natural drainage of storm water runoff from other portions of the Community; provided, no Person shall alter the natural drainage on any Lot so as to materially increase the drainage of storm water onto adjacent portions of the Community without the consent of the Owner of the affected property.

**7.7 Encroachments.** Any portion of any Lot improvements encroaching upon any other Lot or any encroachment that shall hereafter occur as a result of (i) construction or reconstruction of any improvement; (ii) settling or shifting of an improvements; (iii) any addition, alteration or repair to the Common Structural Elements made by or with the consent of the Association, or (iv) any repair or restoration of any improvements (or any portion thereof) or any Lot after damage by fire or other casualty or any taking by condemnation or eminent domain proceedings of all or any portion of any Lot, then in any such event, a valid easement shall exist for such encroachment and for the maintenance of the same so long as the improvements shall stand.

**7.8 Structural Cross Easements.** Cross easements of support and use over, upon, across, under, through and into the Common Structural Elements are hereby granted in favor of the Association, the Owners or their designees for the continued use, benefit and enjoyment and continued support, service, maintenance, repair and design of all Dwelling Units and Common Structural Elements within any portion of the Subject Property.

**7.9 Easement Over the Crestview Recreation Area.** A non-exclusive easement of enjoyment is hereby granted in favor of all Owners, their family members, guests, invitees and lessee in and to the Crestview Recreation Area, which easement shall be appurtenant to and shall pass with title to every Lot, subject to the right of the Association to suspend rights to use the Crestview Recreation Area of any Owner for violation of the Governing Documents in accordance with Section 14.4 hereof or for any period during which Assessments against his or her Lot(s) remain unpaid.

## **8. COVENANT FOR MAINTENANCE**

**8.1 Association's Responsibility.** The Association shall repair, maintain and replace any and all improvements and facilities located upon the Crestview Recreation Area, the Common Structural Elements (less and except roof tiles), and all landscaping within the Community unless, and except, as otherwise provided herein. Landscape maintenance upon Lots shall be limited to irrigation, routine fertilizing and spraying of lawns and landscaping, mowing and edging of lawns, trimming of bushes and small trees and all other vegetation maintenance, repair and replacement of vegetation originally installed by the builder/developer. The Association shall have no responsibility for Owner-planted vegetation and landscaping. The Association shall maintain the Crestview Recreation Area and Common Structural Elements in continuous operation, except for reasonable periods as necessary to perform required maintenance or repairs.

The Association may assume maintenance responsibility for property upon any Lot because, in the opinion of the Board, the level and quality of service then being provided is not consistent with the Community-Wide Standard. All costs of maintenance pursuant to this paragraph shall be assessed as a Specific Assessment only

against the Lot to which the services are provided in accordance with Section 9.5 hereof. The provision of services in accordance with this Section shall not constitute discrimination within a class.

The Association may maintain other property which it does not own, including, without limitation, publicly owned property, conservation easements held by non-profit entities, and other property dedicated to public use, if the Board determines that such maintenance is necessary or desirable to maintain the Community-Wide Standard.

Except as otherwise specifically provided herein, all costs associated with maintenance, repair and replacement of the Crestview Recreation Area and Common Structural Elements shall be a Common Expense to be allocated among all Lots in the manner of and as a part of the Base Assessment, without prejudice to the right of the Association to seek reimbursement from the owner(s) of, or other Persons responsible for, certain portions of the Crestview Recreation Area and Common Structural Elements pursuant to this Declaration, other recorded covenants, or agreements with the owner(s) thereof.

**8.2 Owner's Responsibility.** Owners shall be responsible for maintaining, repairing and replacing at such Owner's expense, portions of such Owner's Dwelling Unit not deemed Common Structural Elements (except as otherwise provided in this Section). Such maintenance, repair and replacement responsibility shall include, but not be limited to, any screening, all window panes, doors, garage doors, roof tiles, driveways, walkways and all interior surfaces within the Dwelling Unit (such as the surfaces of the walls, ceilings and floors) and maintain and repair the fixtures therein, including the air conditioning equipment serving the Dwelling Unit. Owners shall be responsible for the maintenance and replacement of all owner-planted trees and plants upon his or her Lot. Each Owner shall carry out this responsibility in a manner consistent with the Community-Wide Standard and all applicable covenants. Every Owner must promptly perform all maintenance, repair and replacement work in a good and timely manner, which if not performed would affect any other portion of the Community or a Lot or Dwelling Unit belonging to another Owner, including, but not limited to, repair and replacement of damaged glass and screens in windows and doors which detract from the overall appearance of the Community. Each Owner shall be expressly responsible for the damages and liabilities that such Owner's failure to perform the above-mentioned responsibilities may engender. Said Dwelling Unit shall be maintained, repaired and replaced in accordance with the original building plans and specifications, except for alterations approved by the Association and the Architectural Review Committee. In addition to any other enforcement rights, if an Owner fails properly to perform his or her maintenance responsibility, the Association may perform such maintenance responsibilities and assess all costs incurred by the Association against the Lot and the Owner in accordance with Section 9.5 hereof. The Association shall afford the Owner reasonable notice and an opportunity to cure the problem prior to entry, except when entry is required due to an emergency situation.

### **8.3 Alterations.**

**8.3.1 Interior.** Owners shall obtain the written consent of the Association and the Architectural Review Committee prior to (i) making any structural alterations in any improvement within a Building, (ii) removing any portion of an improvement within a Building or making any additions thereto which may adversely affect the structural support of the Building, or (iii) doing anything that would or might jeopardize or impair the safety or soundness of the Building or the architectural design thereof. No window or opening of any kind shall be permitted in any Party Wall.

**8.3.2 Exterior.** Owners shall not paint, refurbish, stain, alter, decorate, repair, replace or change the improvements on a Lot (except for painting, staining or decorating inside the Dwelling Units or other nonstructural changes inside the Dwelling Units or replacing window panes or screens) without the prior written approval of the Association or Architectural Review Committee. Owners shall not have any exterior lighting fixtures, window screens, screen doors, awnings, hurricane shutters, hardware or similar items installed which are not consistent with the general architecture of the Dwelling Unit as determined by the Board without the prior written approval of the Association or Architectural Review Committee. The Association need not grant approval if, in its opinion, the effect of any such alteration or modification would be unsightly.

**8.4 Duty to Report.** Owners shall promptly report to the Association or its agents any defect or need for repairs, the responsibility for the remedying of which lies with the Association.

**8.5 Liability for Actions.** An Owner shall be liable for the expense incurred by the Association for any maintenance, repair or replacement of any real or personal property within the Community rendered necessary by such Owner's act, failure to act, neglect or carelessness, or by that of such Owner's family, guests, tenants or invitees (normal wear and tear expected). An Owner shall also be liable for any personal injuries caused by such Owner's negligent acts or those of such Owner's family, guests, tenants or invitees. Nothing herein contained, however, shall be construed so as to modify any waiver by insurance companies of rights of subrogation.

## **9. ASSESSMENTS.**

**9.1 Creation of Assessments.** The Association is hereby authorized to levy assessments against each Lot for Association expenses as the Board may specifically authorize from time to time. There shall be three types of assessments for Association expenses and other obligations: (a) Base Assessments to fund Common Expenses for the general benefit of all Lots; (b) Special Assessments as described in Section 9.4 below; and (c) Specific Assessments as described in Section 9.5 below. Each Owner, by accepting a deed or entering into a recorded contract of sale for any portion of the Community is deemed to covenant and agree to pay these assessments.

All assessments, together with interest from the due date of such assessment at a rate determined by the Board (not to exceed the highest rate allowed by Florida law), late charges, costs and reasonable attorneys' fees, shall be a charge and continuing lien upon each Lot against which the assessment is made until paid, as more particularly provided in Section 9.7 below. Each such assessment, together with interest, late charges, costs, and reasonable attorneys' fees, also shall be the personal obligation of the Person who was the Owner of such Lot at the time the assessment was levied. Upon a transfer of title to a Lot, the grantee shall be jointly and severally liable for any assessments and other charges due at the time of conveyance. However, no first Mortgagee who obtains title to a Lot by exercising the remedies provided in its Mortgage shall be liable for unpaid assessments which accrued prior to such acquisition of title.

Assessments shall be paid in such manner and on such dates as the Board may establish. If the Board so elects, assessments may be paid in two or more installments. Unless the Board otherwise provides, the Base Assessment shall be due and payable in advance on the first day of each fiscal year. If any Owner is delinquent in paying any assessments or other charges levied on his Lot, the Board may require any unpaid installments of all outstanding assessments to be paid in full immediately.

The Association shall, upon request, furnish to any Owner liable for any type of assessment, a certificate in writing, signed by an officer of the Association, setting forth whether such assessment has been paid. Such certificate shall be conclusive evidence of payment. The Association may require the advance payment of a reasonable processing fee for the issuance of such certificate.

No Owner may exempt himself from liability for assessments, by non-use of Common Area, abandonment of his Lot, or any other means. The obligation to pay assessments is a separate and independent covenant on the part of each Owner. No diminution or abatement of assessments or set-off shall be claimed or allowed for any alleged failure of the Association or Board to take some action or perform some function required of it, or for inconvenience or discomfort arising from the making of repairs or improvements, or from any other action it takes.

**9.2 Computation of Base Assessment.** At least ninety (90) days before the beginning of each fiscal year, the Board shall prepare a budget covering the estimated Common Expenses during the coming year, including a capital contribution to establish a reserve fund in accordance with a budget separately prepared as provided in Section 9.3 hereof. The Base Assessment shall be levied equally against all Lots and shall be set at a level which is reasonably expected to produce total income for the Association equal to the total budgeted Common Expenses, including reserves. In determining the level of assessments, the Board, in its discretion, may consider other sources of funds available to the Association. In addition, the Board shall take into account the number of Lots subject to assessment on the first day of the fiscal year for which the budget is prepared and the number of Lots reasonably anticipated to become subject to assessment during the fiscal year.

The Board shall send a copy of the budget and notice of the amount of the Base Assessment for the following year to each Owner at least sixty (60) days prior to the beginning of the fiscal year for which it is to be effective. Such budget and assessment shall become effective unless disapproved by Members representing at least two-thirds (2/3) of the voting interests of the Association. There shall be no obligation to call a meeting for the purpose of considering the budget, except on petition of the Members as provided for special meetings in the Bylaws, which petition must be presented to the Board within ten (10) days after delivery of the notice of assessments.

If the proposed budget is disapproved or the Board fails for any reason to determine the budget for any year, then until such time as a budget is determined, the budget in effect for the immediately preceding year shall continue for the current year.

**9.3 Reserve Budget and Capital Contribution.** The Board shall annually prepare reserve budgets which take into account the number and nature of replaceable assets, the expected life of each asset, and the expected repair or replacement cost. The Board shall set the required capital contribution in an amount sufficient to permit meeting the projected needs of the Association, as shown on the budget, with respect both to amount and timing by annual Base Assessments, over the budget period.

**9.4 Special Assessments.** In addition to other authorized assessments, the Association, through the Board, may levy Special Assessments, from time to time, not to exceed \$30,000.00 to cover unbudgeted expenses or expenses in excess of those budgeted. Special Assessments in excess of \$30,000.00 shall require approval by a majority of votes cast by the Members affected by the Special Assessment, at a duly called meeting to consider such Special Assessment. Such Special Assessment shall be levied against the entire membership, if such Special Assessment is for Common Expenses. Special Assessments shall be payable in such manner and at such times as determined by the Board, and may be payable in installments extending beyond the fiscal year in which the Special Assessment is approved. Projects on expenditures requiring special assessments in excess of \$30,000.00, shall not be subdivided in order to avoid the \$30,000.00 limit, unless such subdivision shall be approved by a majority of votes cast by the Members affected by the Special Assessment, at a duly called meeting to consider the subdivision of expenditures.

**9.5 Specific Assessments.** The Board shall have the power to levy Specific Assessments against particular Lots constituting less than all Lots within the Community, as follows:

**9.5.1** to cover the costs, including overhead and administrative costs, of providing benefits, items or services to the Lot or occupants thereof upon request of the Owner, pursuant to a menu of special services which the Board may from time to time authorize to be offered to Owners (which might include, without limitation, landscape maintenance, handyman service, pool cleaning, pest control, etc.), which assessments may be levied in advance of the provision of the requested benefit, item or service as a deposit against charges to be incurred by the Owner; and,

**9.5.2** to cover costs incurred in bringing the Lot into compliance with the terms of this Declaration, the Bylaws or Rules & Regulations, or costs incurred as a consequence of the act or omission of the Owner or occupants of the Lot, their licensees, invitees or guests.

**9.6 Date of Commencement of Assessments; Due Dates.** All annual Base Assessments shall be payable, in advance, no less frequently than in quarterly installments. The obligation to pay assessments shall commence as to each Lot on the first day of the month following month in which the Board first determines a budget and levies assessments pursuant to this Article. At the option of the Board, the payment of assessments may be changed to a more frequent basis. The due date of any Special Assessment or Specific Assessment, provided for herein shall be set in the resolution authorizing such assessment.

**9.7 Liens for Assessments.** Upon recording of a Notice of Lien, there shall exist a perfected lien for unpaid assessments on the respective Lot prior and superior to all other liens, except all taxes, bonds, assessments and other levies which by law would be superior thereto; a lien or charge of any first mortgage of record (meaning any recorded mortgage with first priority over other mortgages) made in good faith and for value, but subject to the limitations of Section 9 hereof. Such lien, when delinquent, may be enforced by suit, judgment and foreclosure.

**9.8 Foreclosure.** The Association, acting on behalf of the Owners, shall have the power to bid for the Lot at foreclosure sale and to acquire and hold, lease, mortgage and convey the same. During the period in which a Lot is owned by the Association following foreclosure, no right to vote shall be exercised on its behalf, no assessment shall be levied on it, and each other Lot shall be charged, in addition to its usual assessment, its equal pro rata share of the assessment that would have been charged against such Lot had it not been acquired by the Association as a result of foreclosure. Suit to recover a money judgment for unpaid common expenses and attorneys' fees shall be maintainable without foreclosing or waiving the lien securing the same.

Each Owner, by acceptance of a deed or as a party to any other type of conveyance, vests in the Association or its agents the right and power to bring all actions against him or her personally for the collection of such charges as a debt and also to foreclose the aforesaid lien in the same manner as other liens for the improvement of real property. The lien provided for in this Article shall be in favor of the Association and shall be for the benefit of all other Owners.

All payments shall be applied first to costs and attorneys' fees, then to interest, then to fines, then to delinquent assessments, then to any unpaid installments of the Base Assessment, Special Assessments and Specific Assessments which are not the subject matter of suit in the order of their coming due, and then to any unpaid installments of the Base Assessment, Special Assessments and Specific Assessments which are the subject matter of suit in the order of their coming due.

**9.9 Subordination of the Lien to First Mortgages; Mortgagees' Rights.** The lien for assessments provided for herein shall be subordinate to the lien of any first mortgage placed upon a Lot prior to the recording of a notice of lien for the unpaid assessment. However, a first mortgagee shall become liable for all assessments which become due and payable subsequent to the sale or transfer of the Lot pursuant to a decree of foreclosure, or pursuant to a deed given in lieu of foreclosure, or any other proceeding in lieu of foreclosure. A first mortgagee, upon written request, shall be entitled to written notification from the Association of any default of an Owner of any obligation hereunder which is not cured within sixty (60) days.

**9.10 Exempt Property.** The following property shall be exempt from payment of Base Assessments, Specific Assessments, and Special Assessments:

**9.10.1** The Crestview Recreation Area;

**9.10.2** any property dedicated to and accepted by any governmental authority, public utility and/or Heritage Greens Community Association, Inc.; and

**9.10.3** any property held by a conservation trust or similar nonprofit entity as a conservation easement, except to the extent that any such easement lies within the boundaries of a Lot which is subject to assessment (in which case the Lot shall not be exempted from assessment).

**10. ARCHITECTURAL STANDARDS.** The Board of Directors shall have the authority and standing on behalf of the Association, to enforce by fining and/or suspension of use rights hearing as provided in Section 14.4 of the Declaration, decisions of the Architectural Review Committee (the "Committee"), if established by this Article.

**10.1 The Architectural Review Committee.** The Board of Directors may appoint a Committee which shall consist of at least three (3), but no more than five (5) Persons. The Committee shall have jurisdiction over all exterior painting, modifications, additions or alterations made on or to existing Lots pursuant to the Architectural Standards. Moreover, the Committee may recommend revisions, amendments and updates to the Architectural Standards by a majority vote of the Committee, in order to respond to future changes. Upon recommendation by the Committee, the Board of Directors shall consider revising, amending or updating the Architectural Standards, which shall take effect if approved by a majority of the Directors of the Board. Notice of the changes shall be provided to the Owners before becoming effective.

**10.2 Architectural Standard.** Upon approval of the Board, the Committee shall prepare and promulgate design and development guidelines and review procedures entitled "Architectural Standards." All proposed construction, modifications, additions and improvements by Owners, shall be in strict compliance with the Architectural Standards and this Article. Moreover, no painting of the exterior of a Lot, or construction, which term shall include within its definition staking, clearing, excavation, grading and other site work, and no fencing, screening, plantings or removal of plants, trees or shrubs shall take place except in strict compliance with the Architectural Standards and this Article.

**10.3 Variances.** Pursuant to the Architectural Standards, the Committee upon a majority vote of the Committee has the right to recommend to the Board of Directors variances from the Architectural Standards by individual Owners.

## **11. INSURANCE AND CASUALTY LOSSES.**

**11.1 Association Insurance.** The Association, acting through its Board or its duly authorized agent, shall obtain blanket "all-risk" property insurance, if reasonably available, for all insurable improvements on the Crestview Recreation Area to the extent that it has assumed responsibility for maintenance, repair and/or replacement in the event of a loss. The Association shall have the authority to and interest in insuring any privately or publicly owned property for which the Association has maintenance or repair responsibility. Such property shall include, by way of illustration and not limitation, any insurable improvements on or related to parks, rights-of-way, medians, easements and walkways which the Association is obligated to maintain. If blanket "all-risk" coverage is not generally available at reasonable cost, then the Association shall obtain fire and extended coverage, including coverage for vandalism and malicious mischief. The face amount of the policy shall be sufficient to cover the full replacement cost of the insured property. The cost of such insurance shall be a Common Expense to be allocated among all Lots subject to assessment as part of the annual Base Assessment.

The Association also shall obtain a public liability policy on the Crestview Recreation Area, insuring the Association and its Members for damage or injury caused by the negligence of the Association or any of its Members, employees, agents or contractors while acting on its behalf. If generally available at reasonable cost, the public liability policy shall have at least a \$1,000,000.00 combined single limit as respects bodily injury and property damage, and at least a \$3,000,000.00 limit per occurrence and in the aggregate.

Premiums for all insurance on the Crestview Recreation Area shall be Common Expenses and shall be included in the Base Assessment.

The policies may contain a reasonable deductible which shall not be subtracted from the face amount of the policy in determining whether the insurance at least equals the required coverage. In the event of an insured loss, the deductible shall be treated as a Common Expense in the same manner as the premiums for the applicable insurance coverage. However, if the Board reasonably determines that the loss is the result of the negligence or willful conduct of one or more Owners or occupants, then the Board may specifically assess the full amount of such deductible against the Lot of such Owner or occupant, pursuant to Section 9.5.

All insurance coverage obtained by the Association shall:

**11.1.1** be written with a company authorized to do business in Florida which holds a Best's rating of A or better and is assigned a financial size category of IX or larger as established by A.M. Best Company, Inc., if reasonably available or, if not available, the most nearly equivalent rating which is available;

**11.1.2** be written in the name of the Association as trustee for the benefited parties;

**11.1.3** vest in the Board exclusive authority to adjust losses; provided, however, no Mortgagee having an interest in such losses may be prohibited from participating in the settlement negotiations, if any, related to the loss;

**11.1.4** not be brought into contribution with insurance purchased by individual Owners, occupants or their Mortgagees; and

**11.1.5** have an inflation guard endorsement, if reasonably available. If the policy contains a co-insurance clause, it shall also have an agreed amount endorsement. The Association shall arrange for an annual review of the sufficiency of insurance coverage by one or more qualified persons, at least one of whom must be in the real estate industry and familiar with construction in the Collier County, Florida, area.

The Board shall use reasonable efforts to secure insurance policies containing endorsements that:

**11.1.6** waive subrogation as to any claims against the Association's Board, officers, employees and its manager, the Owners and their tenants, servants, agents and guests;

**11.1.7** waive the insurer's rights to repair and reconstruct instead of paying cash;

**11.1.8** preclude cancellation, invalidation, suspension or non-renewal by the insurer on account of anyone or more individual Owners, or on account of any curable defect or violation without prior written demand to the Association to cure the defect or violation and allowance of a reasonable time to cure;

**11.1.9** exclude individual Owners' policies from consideration under any "other insurance" clause; and

**11.1.10** require at least thirty (30) days' prior written notice to the Association of any cancellation, substantial modification or non-renewal.

The Association shall also obtain, as a Common Expense, worker's compensation insurance and employer's liability insurance, if and to the extent required by law, directors' and officers' liability coverage, if reasonably available, and flood insurance, if advisable.

The Association also shall obtain, as a Common Expense, a fidelity bond or bonds, if generally available at reasonable cost, covering all persons responsible for handling Association funds. The Board shall determine the amount of fidelity coverage in its best business judgment but, if reasonably available, shall secure coverage equal to not less than one-sixth (1/6) of the annual Base Assessments plus reserves on hand. Bonds shall contain a waiver of all defenses, based upon the exclusion of persons serving without compensation, and shall require at least thirty (30) days' prior written notice to the Association of any cancellation, substantial modification or non-renewal.

**11.2 Owner's Insurance.** By virtue of taking title to a Lot, each Owner covenants and agrees with all other Owners and with the Association to purchase and maintain the following coverages for his Lot and Dwelling Unit at his or her own expense:

**11.2.1 Homeowners Insurance.** Each Owner shall purchase and maintain homeowners insurance insuring his or her Dwelling Unit and Lot (including, but not limited to, the Common Structural Elements that are a part thereof) at not less than an amount to completely replace all improvements upon the Lot exclusive of land, foundation, excavation and items of personal property generally excluded from such coverage. Notwithstanding the foregoing, Owners are permitted to purchase and maintain insurance policies with reasonable deductibles. As applies to policies covering windstorm damage, a reasonable deductible shall be 6% or less of the value of all improvements upon the Lot. As applies to all other insurance policies, a reasonable deductible shall be \$10,000.00 or less. Such insurance shall afford protection against at least the following:

**11.2.1.1** loss or damage by fire and other hazards covered by the standard extended coverage endorsement and by cost of debris removal and demolition, vandalism, malicious mischief, windstorm and water damage; and,

**11.2.1.2** such other risks as shall customarily be covered with respect to structures similar to the Dwelling Units in developments similar to the Community in construction, location and use.

Such insurance shall also include comprehensive liability insurance in an amount not less than \$300,000.00 per occurrence for personal injury and property damage. Each such Owner shall pay for the foregoing insurance with respect to his Dwelling Unit and shall supply to the Association a certificate showing such insurance to be in effect and the premium for such insurance to have been paid for the then forthcoming year.

**11.2.2 Flood Insurance.** Each Owner is required to obtain and pay for the flood insurance sponsored by the federal government with respect to his Dwelling Unit, provided same is available.

**11.2.3 Liability Insurance.** Each Owner is required to purchase his own liability insurance for accidents occurring on his Lot.

**11.2.4 Casualty Insurance for Personal Property.** Each Owner shall also be responsible for the purchase of casualty insurance for all of such Owner's personal property.

**11.2.5 Failure of an Owner to Obtain Insurance.** If any Owner ("Delinquent Owner") shall fail to obtain such insurance as is required hereby, or if any Owner fails to supply satisfactory evidence to the Association that such insurance is in full force and effect, the Association shall have the right, but not the obligation, to obtain such insurance and obtain reimbursement from the Delinquent Owner for the premium together with interest as a Specific Assessment outlined in Section 9.5 hereof.

### **11.3 Damage and Destruction to Crestview Recreation Area.**

**11.3.1** Immediately after damage or destruction to all or any part of the Community covered by insurance written in the name of the Association, the Board or its duly authorized agent shall file and adjust all insurance claims and obtain reliable and detailed estimates of the cost of repair or reconstruction. Repair or reconstruction, as used in this paragraph, means repairing or restoring the property to substantially the condition in which it existed prior to the damage, allowing for changes or improvements necessitated by changes in applicable building codes.

**11.3.2** Any damage to or destruction of the Crestview Recreation Area shall be repaired or reconstructed unless the Members representing at least seventy-five percent (75%) of the total voting interests of the Association and Neighborhood Associations decide within sixty (60) days after the loss not to repair or reconstruct.

If either the insurance proceeds or reliable and detailed estimates of the cost of repair or reconstruction, or both, are not available to the Association within such sixty (60) day period, then the period shall be extended until such funds or information are available. No Mortgagee shall have the right to participate in the determination of whether the damage or destruction to the Crestview Recreation Area is repaired or reconstructed.

**11.3.3** If it is determined in the manner described above that the damage or destruction to the Crestview Recreation Area shall not be repaired or reconstructed and no alternative improvements are authorized, the affected property shall be cleared of all debris and ruins and maintained by the Association, as applicable, in a neat and attractive, landscaped condition consistent with the Community-Wide Standard.

**11.3.4 Disbursement of Proceeds.** Any insurance proceeds remaining after paying the costs of repair or reconstruction, or after such settlement as is necessary and appropriate, shall be retained by and for the benefit of the Association and placed in a capital improvements account.

**11.3.5 Repair and Reconstruction.** If insurance proceeds are insufficient to cover the costs of repair or reconstruction, the Board of Directors shall, without a vote of the Members, levy Special Assessments against the Owners to cover the deficiency to repair/replace the Crestview Recreation Area.



#### **11.4 Damage and Destruction to Party Walls and Common Structural Elements.**

**11.4.1** Immediately after damage or destruction to all or any part of the Party Walls and Common Structural Elements covered by insurance written in the name of a Unit Owner, both Owners of Dwelling Units affected thereby or their duly authorized agent(s) shall file and adjust all insurance claims and obtain reliable and detailed estimates of the cost of repair or reconstruction. Repair or reconstruction, as used in this paragraph, means repairing or restoring the property to substantially the condition and location in which it existed prior to the damage, allowing for changes or improvements necessitated by changes in applicable building codes.

**11.4.2** Any repair or reconstruction necessitated by damage to or destruction of a Building shall be commenced within sixty (60) days after the loss.

**11.4.3** If a Party Wall or Common Structural Element is damaged or destroyed, any Owner ("Repairing Owner") adjacent thereto may restore it in accordance with the provisions of this Declaration and the Owner (Non-repairing Owner") of the adjoining Lot and Dwelling Unit shall reimburse the Repairing Owner for one-half (1/2) of the cost of restoration thereof ("Contribution Amount") without prejudice, however, to the right of the Repairing Owner to call for a larger contribution from the Non-repairing Owner or for the Non-repairing Owner to call for a lesser contribution under any rule of law regarding liability for negligent or willful acts or omissions.

**11.4.4** The right of a Repairing Owner to the Contribution Amount from the Non-repairing Owner under this Section shall be appurtenant to the Repairing Owner's Lot and shall pass to the Repairing Owner's successors in title and shall constitute a lien on the Non-repairing Owner's Lot which lien is subject to the same terms and provisions as the lien described in Section 9.7 hereof except that the Repairing Owner instead of the Association executes and records the claim of lien and forecloses it. The claim of lien shall also secure interest and attorney's fees. The Non-repairing Owner shall be personally liable to the Repairing Owner for the Contribution Amount under this Section plus interest and attorney's fees.

**11.4.5** Notwithstanding anything herein to the contrary, if repair or reconstruction of any Party Wall or Common Structural Element is necessitated by the negligent or willful act or omission of one (1) Owner, including such Owner's family members, guests, invitees and lessees, any expense incidental thereto shall be borne solely by such Owner. If any Owner shall refuse to pay his or her share, all or part of such cost in the case of negligence or willful misconduct, the adjoining Owner may have such Party Wall and/or Common Structural Element repaired or reconstructed and shall be entitled to a lien on the Lot and Dwelling Unit of the Owner so failing to pay the amount of such defaulting Owner's share of the repair and reconstruction. Any Owner removing his or her improvements from the Party Wall or Common Structural Elements or making any use thereof shall do so in such manner as to preserve all rights of the adjacent Owner and shall save the adjacent Owner harmless from all damage caused thereby to improvements then existing. In the event repairs or reconstruction shall be necessary, all necessary entries on the adjacent Dwelling Unit shall not be deemed a trespass so long as the repairs and reconstruction shall be done on the adjacent Dwelling Unit and Lot to effect necessary repairs and reconstructions.

**12. CONDEMNATION.** If any part of the Crestview Recreation Area shall be taken (or conveyed in lieu of and under threat of condemnation by the Board acting on the written direction of Members representing at least two-thirds (2/3) of the total voting interests in the Association) by any authority having the power of condemnation or eminent domain, each Owner shall be entitled to written notice. The award made for such taking shall be payable to the Association as trustee for all Owners to be disbursed as follows:

If the taking involves a portion of the Crestview Recreation Area on which improvements have been constructed, the Association shall restore or replace such improvements on the remaining land included in the Common Area to the extent available, unless within sixty (60) days after such taking the Members representing at least two-thirds (2/3) of the total voting interests of the Association, shall otherwise agree. Any such construction shall be in accordance with plans approved by the Board. The provisions of Section 11.3 regarding funds for the repair of damage or destruction shall apply.

If the taking does not involve any improvements on the Common Area, or if a decision is made not to repair or restore, or if net funds remain after any such restoration or replacement is complete, then such award or net funds shall be disbursed to the Association and used for such purposes as the Board shall determine.

### 13. USE RESTRICTIONS.

**13.1 Residential Use.** All Lots shall be used, improved and devoted exclusively to residential use. No trade or business may be conducted upon any Lot, except that an Owner may conduct a business activity upon a Lot so long as: (i) the existence or operation of the business activity is not apparent or detectable by sight, sound or smell from outside the Dwelling Unit; (ii) the business activity conforms to all applicable zoning ordinances or requirements for the Community; (iii) the business activity does not involve persons coming on to the Lot or the door-to-door solicitation of Owners in the Community; and (iv) the business activity is consistent with the residential character of the Community and does not constitute a nuisance or a hazardous or offensive use or threaten security or safety of residents in the Community, as may be determined from time to time in the sole discretion of the Board. The terms "business" and "trade" as used in this Section shall be construed to have ordinary, generally accepted meanings, and shall include any occupation, work or activity undertaken on an ongoing basis that involves the provision of goods or services to persons other than the residents of a provider's Lot and for which the provider receives a fee, compensation or other form of consideration, regardless of whether: (a) such activity is engaged in full or part time; (b) such activity is intended or does generate a profit; or (c) a license is required for such activity. The leasing of a Dwelling Unit by the Owner thereof shall not be considered a trade or business within the meaning of this Section. No Dwelling Unit shall be made subject to any type of timesharing, fraction-sharing, interval ownership or similar program whereby the right to exclusive use of the Dwelling Unit rotates among members of the program on a fixed or floating time schedule.

**13.2 Nuisances; Construction Activities.** No animal waste, rubbish or debris of any kind shall be placed or permitted to accumulate upon or adjacent to any Lot, and no odors, fumes, dust, smoke, glare, heat, vibration, electromechanical disturbances, electromagnetic disturbances, radiation, danger of fire or explosion or loud noises shall be permitted to exist, arise or emit therefrom, so as to render any such property or any portion thereof, or activity thereon, unsanitary, unsightly, offensive or detrimental to any other property in the vicinity thereof or to the occupants of such other property. No other nuisance shall be permitted to exist or operate upon any Lot so as to be offensive or detrimental to any other property in the vicinity thereof or to the occupants of such other property.

**13.3 Unlawful Use.** The Association and the Owners shall comply with all applicable laws, zoning ordinances, orders, rules, regulations or requirements of any governmental agency relating to the Community.

**13.4 Insurance.** No Owner shall permit anything to be done or kept in or on the Community, which increases the rate of insurance, or results in the cancellation of insurance, on the Crestview Recreation Area.

**13.5 Soliciting.** No soliciting will be allowed at any time within the Community.

**13.6 Boating.** Owners shall not operate or use any raft, boats or other watercraft on any of the lakes located in the Community.

**13.7 Hurricane Precautions.** No hurricane or storm shutters shall be permanently installed on any Building unless the shutters are in compliance with the Architectural Standards and approved, in writing, by the Board or Architectural Review Committee prior to installation. Windows and other Dwelling Unit apertures may be temporarily shutter, and other storm protection devices may be erected to protect Buildings while the threat of a hurricane or similar violent storm is imminent; provided, however, all such shutters and other storm protection devices shall be erected no earlier than two (2) days prior to arrival of the hurricane and must be removed no later than two (2) days following the date the hurricane passes. Notwithstanding the foregoing, Owners absent from the Community at any time during the months of June through November of the calendar year ("Hurricane Season") may keep their windows and Dwelling Unit apertures shuttered with permanently installed hurricane or storm shutters (no plywood or other storm protection devices shall be permitted except as permitted in the previous

sentence). Shuttering windows and other Dwelling Unit apertures prior to or following Hurricane Season shall be deemed a violation of the Governing Documents.

**13.8 Flags.** Any homeowner may display one portable, removable United States flag or official flag of the State of Florida in a respectful manner, and on Armed Forces Day, Memorial Day, Flag Day, Independence Day, and Veterans Day may display in a respectful manner portable, removable official flags, not larger than 4½ feet by 6 feet, which represent the United States Army, Navy, Air Force, Marine Corps, or Coast Guard, regardless of any declaration rules or requirements dealing with flags or decorations.

**13.9 Signs.** No sign, advertisement or notice of any type or nature whatsoever may be erected or displayed upon any Lot or the Crestview Recreation Area unless expressed prior written approval of the size, shape, content and location has been obtained from the Board of Directors, which approval may be withheld in its discretion. Signs of reasonable size (as determined by the Board of Directors) provided by a contractor for security services, may be displayed within ten (10) feet of any entrance to a home.

**13.10 Exterior Lighting.** No spotlights, seasonal and special effect or neon lighting, floodlights or similar high intensity lighting shall be placed or utilized upon any Lot, which in any way will allow light to be reflected on any other Lot without the prior written approval of the Architectural Standards Committee and in accordance with the Architectural Standards. Low intensity lighting which does not disturb the Owners or other occupants shall be permitted. Owners shall be responsible for maintenance of all exterior lighting and shall regularly replace bulbs.

**13.11 Traffic Hazards.** Nothing shall be erected, constructed, planted or otherwise placed in the Community, which creates a traffic hazard or blocks the vision of motorists upon any of the streets, roads or intersections of the Community.

**13.12 Temporary Structures.** No tents, trailers, shacks or other temporary buildings or structures shall be constructed or otherwise placed upon a Lot.

**13.13 Antennas.** Except as permitted by law, and except for antennas one meter or less in diameter or diagonal measurement which are permitted in accordance with the Architectural Standards, no antenna, aerial, satellite television dish or other device for the transmission or reception of television or radio signals or any other form of electromagnetic radiation (a "Device") proposed to be erected, used or maintained outdoors in any portion of the Community, whether attached to a structure or otherwise, shall be erected or installed without the prior written consent of the Architectural Review Committee. Even though an Owner may not be required to obtain written approval from the Architectural Review Committee for a Device, an Owner is required to comply with the Architectural Standards to the extent that the Architectural Standards set forth guidelines, standards and procedures applicable to such Device. Failure by an Owner to comply with the Architectural Standards with respect to a Device shall be deemed a violation of this Declaration in the same manner as if an Owner had not obtained the prior written approval from the Architectural Review Committee for a Device that does require prior written approval.

**13.14 Fuel Storage Tanks.** No fuel or gas storage tanks shall be permitted; however, an Owner may keep and maintain small gas tanks for gas barbecues, stoves, fireplaces and hot tubs, provided they are maintained in accordance with the Architectural Standards and used in compliance with any applicable law or ordinance governing same.

**13.15 Trees.** Pursuant to the Architectural Standards, no trees shall be cut or removed without approval of the Architectural Standards Committee.

**13.16 Fences and Walls.** No fences, screens, or walls shall be erected unless in accordance with the Architectural Standards.

**13.17 Swales.** No person may alter the drainage swales nor place any vegetation therein that may impede the drainage system and the flow of water without the prior written consent of the Association.

**13.18 Receptacle Storage.** All garbage receptacles, stored outside must be concealed from view from roads and adjacent property within the Community in accordance with the Architectural Standards. In no event shall such items be maintained so as to be visible from neighboring property except to make the same available for collection and then only for the shortest time reasonably necessary to effect such collection. All rubbish, trash, or garbage shall be removed from Lots and other property and shall not be allowed to accumulate thereon. The Board shall have the right to adopt rules and regulations regarding garbage, trash, trash containers and collection. No outdoor incinerators shall be kept or maintained on any Lot or other property.

**13.19 Equipment Storage.** All bicycles, play equipment, wading pools and similar items shall be stored so as not to be visible from streets or property adjacent to the Lot. Basketball hoops, backboards and swing sets, moveable or immovable, shall not be permitted upon any Lot.

**13.20 Parking and Garages.** Owners shall park their motor vehicles only in their garages, in the driveways servicing their Lot, or in appropriate parking spaces designated by the Board. Garage doors shall be kept closed except when motor vehicles are entering or leaving the garage. Only the number of motor vehicles exceeding occupied garage spaces shall be parked on the driveway.

**13.21 Garage.** All garage doors must be closed when not in use. No Owner may convert his or her garage to living space, an office or workshop.

**13.22 Commercial Vehicles, Recreational Vehicles, Trailers, Etc.** Recreational vehicles, including but not limited to boats, watercrafts, boat trailers, golf carts, mobile homes, trailers (either with or without wheels), motor homes, vans over fourteen (14) feet in length, tractors, trucks in excess of three-fourths (3/4) ton, all-terrain vehicles, commercial vehicles of any type (excepting marked police vehicles), campers, motorized campers, motorized go-carts or any other related transportation device may only be stored temporarily outside a maximum of eight (8) hours but not overnight, unless fully garaged. Moreover, no recreational vehicle shall be parked on any roadway. The Association may make reasonable rules regarding the use of mopeds and motorcycles in the Community. No Owner or other occupant of the Community shall repair or restore any vehicle of any kind upon or within the Community, except for emergency repairs and then only to the extent necessary to enable the movement thereof to a proper repair facility. Vehicles shall be parked only on paved surfaces and shall not block sidewalks or bike paths and to the extent the Lot contains a garage, the Owner must park their car(s) in the garage when not in use. Owners with a greater number of passenger cars than there are available garage spaces, or cars of guests, may be parked in driveways overnight; provided, however, cars shall not be covered. Parking by Owners within street rights-of-way is prohibited and the Association is authorized to tow vehicles parked in violation hereof. Overnight parking in street rights-of-way by non-Owners shall be prohibited.

**13.23 Towing of Vehicles.** The Board shall have the right to have any mobile home, travel trailer, tent trailer, trailer, camper shell, detached camper, recreational vehicle, boat, boat trailer or similar equipment or vehicle or any automobile, truck, motorcycle, motorbike, or other motor vehicle that is parked, kept, maintained, constructed, reconstructed or repaired in violation hereof towed away at the sole cost and expense of the owner of the vehicle or equipment. Any expense incurred by the Association in connection with the towing of any vehicle or equipment shall be paid to the Association upon demand by the owner of the vehicle or equipment. If the vehicle or equipment is owned by an Owner, any amounts payable to the Association shall be secured by a Lien in the same manner as Assessments, and the Association may enforce collection of said amounts in the same manner provided for in this Declaration for the collection of Assessments.

**13.24 Animals and Pets.** Only dogs (other than pit bulls), cats, birds, and fish may be kept in the Community. No more than two (2) dogs, two (2) cats, or a dog and a cat per Dwelling Unit shall be permitted. Pets may not be kept for the purpose of breeding or for any commercial purposes whatsoever. No other animals, livestock or poultry of any kind shall be kept, raised, bred or maintained upon a Lot. Under no circumstances may a pit bull dog be permitted. Any pet must be carried or kept on a leash when outside of a Dwelling Unit or a fenced-in area.

Any pet must not be an unreasonable nuisance or annoyance. A determination by the Board that a pet creates a nuisance shall be conclusive and binding upon the Owner and the pet shall be immediately removed from the Community. All Owners shall immediately pick up and remove any solid waste deposited by his or her pet. If any pet interferes with the Association's maintenance responsibility, the pet owner will be required to assume the obligations for such maintenance, without reduction in Assessments for Common Expenses.

Each Owner who determines to keep a pet thereby agrees to indemnify the Association and hold it harmless against any loss or liability of any kind or character whatsoever arising from the Owner maintaining the animal within the Community.

**13.25 Pest Control.** The Association shall supply pest control services for Dwelling Units with the cost thereof being a Common Expense.

**13.26 Window Treatments.** All window coverings shall be lined with white or off-white lining on the side exposed to the public, unless otherwise approved by the Board of Directors.

**13.27 Leases.** Subject to the terms of this Section, an entire Lot may be leased to a Lessee from time to time by an Owner provided that each of the following conditions is satisfied:

**13.27.1** The lease or rental agreement must be in writing;

**13.27.2** The lease or rental agreement must be for a term not less than thirty (30) days;

**13.27.3** No Dwelling Unit shall be leased more than three (3) times in any twelve (12) month period;

**13.27.4** The lease or rental agreement must contain provisions that the lease or rental agreement is subject to this Declaration and Rules & Regulations, that any violation of any of the foregoing shall be a default under the lease or rental agreement, and that lessee has received and agrees to be bound by the provisions, restrictions, covenants, conditions, rules and regulations now or hereafter imposed by the Declaration and Rules & Regulations; and

**13.27.5** Before commencement of the lease term or rental agreement, the Owner shall provide the Association with the names of the lessees and each person who will reside upon the Lot, a copy of photographic identification for all individuals over sixteen (16) years of age who will reside upon the Lot, the address and telephone number of the Owner, and any other information the Board may require as reasonable and appropriate.

Any Owner that leases or rents such Owner's Lot shall keep the Association informed at all times of the Owner's address and telephone number. Any lease or rental agreement shall be subject to the Declaration and Rules & Regulations, and any breach thereof shall constitute a default under the lease or rental agreement, regardless of whether it so provides in the lease or rental agreement. If any Lessee breaches any restriction or other term contained in the Declaration or Rules & Regulations, the Owner, upon demand by the Association, immediately shall take such actions as may be necessary to correct the breach, including, if necessary, eviction of the lessee. Notwithstanding the foregoing, the Association shall have all rights and remedies provided for under this Declaration against Lessees and Owners for violations of the Declaration and Rules & Regulations.

## **14. ENFORCEMENT OF COVENANTS AND ABATEMENT OF VIOLATIONS.**

**14.1 Compliance by Owners.** Every Owner, Owner's family, guests, invitees, licensees, tenants and employees shall at all times comply with all Bylaws, Rules & Regulations, Community-Wide Standards, Architectural Standards, Use Restrictions, and with the covenants, conditions and restrictions set forth herein and in the deed to his Lot (as hereinafter referred to in this Section, the "Rules"). All violations shall be reported immediately to a member of the Board or an enforcement subcommittee of the Board if so constituted. Disagreements concerning violations, including interpretation of the Rules, shall be presented to and determined by the Board of Directors, whose interpretation and whose remedial action shall control. In the event that an Owner

fails to abide by the Rules, then he or she may be subject to any action, right of entry, fine, suspension of use rights or other remedy contained in this Declaration. Each remedy shall be non-exclusive and in addition to all other rights and remedies to which the Declarant or the Association may be entitled. Failure by the Association to enforce any Rules or exercise any right or remedy contained herein shall not be deemed a waiver of the right to do so thereafter.

**14.2 Actions.** The Board of Directors may bring an action at law and/or in equity (including an action for injunctive relief), or both, in the name of the Association to enforce the Rules. In such an event, the Association additionally shall be entitled to recover costs and attorneys' fees.

**14.3 Right of Entry.** Violation of the Rules shall give the Association or its duly authorized agent the right to enter a Lot or any portion of the Common Area to summarily abate or remove, at the expense of the Owner, any structure, thing or condition which violates the Rules. The Association shall not be liable in any manner for trespass, abatement or removal, and all costs and fees incurred by the Association may be specifically assessed against the violating Owner and shall be treated as an Specific Assessment otherwise due the Association.

**14.4 Fines and Suspension of Use Rights.** The Board, in its sole discretion, may impose a fine or fines upon an Owner or suspend an Owner's, occupant's guest's, or invitee's right to utilize the Crestview Recreation Area for failure to comply with the Rules, provided the following procedures are adhered to:

**14.4.1 Notice.** The Association shall notify the Owner in writing of the non-compliance. Included in the notice shall be the date and time of the next Board meeting at which the non-compliance will be heard and considered. The notice of the non-compliance to the Owner shall provide, at a minimum, at least fourteen (14) days' notice prior to the Board meeting.

**14.4.2 Hearing.** The noncompliance shall be presented at a Board meeting before a committee of at least three (3) members appointed by the Board, who are not officers, directors or employees of the Association, or the spouse, parent, child, brother or sister of an officer, director or employee, where the Owners may protest any allegation of non-compliance and any imposition of fines or suspension of use rights. A written decision of the committee shall be submitted to the Owner not later than twenty-one (21) days after the Board meeting. The committee must approve, by a majority vote, the proposed fine or suspension, prior to it being imposed.

**14.4.3 Fines.** The Board of Directors may impose fines in the aggregate, or accruing on a daily basis, against any Owner, tenant, guest or invitee.

**14.4.3.1 Payment of Fines.** Fines shall be paid not later than seven (7) days after notice of the imposition.

**14.4.3.2 Assessments.** Fines shall be treated as an Specific Assessment otherwise due to the Association.

**14.4.3.3 Application.** All monies received from fines shall be allocated as directed by the Board of Directors.

**14.4.3.4 Non-Exclusive Remedy.** Any fine paid by the offending Owner shall not be deducted from or offset against any damages that the Association may otherwise be entitled to recover by law from such Owner.

**15. ASSIGNMENT.** Any or all of the rights, powers, obligations, easements and estates reserved or given to the Association may be assigned by the Association to an assignee. Any assignment shall be made by appropriate instrument in writing, and any assignee shall expressly agree to assume the rights, powers, duties and obligations contained herein, and the assignor shall be relieved and released of all responsibility hereunder.

## 16. GENERAL PROVISIONS.

**16.1 Duration.** The covenants, conditions and restrictions contained in this Declaration or any amendment thereto shall run with and bind the land and any Owner thereof, and shall inure to the benefit of and be enforceable by the Association or the Owner of any land subject to this Declaration, their respective legal representatives, heirs, successors and assigns, for a term of twenty-five (25) years from the date this Declaration is recorded. The covenants, conditions and restrictions shall be automatically extended for successive periods of ten (10) years unless an instrument signed by the Owners of two-thirds (2/3) of the Lots is recorded which changes or terminates the covenants, conditions and restrictions in whole or in part. However, no instrument which changes or terminates the covenants, conditions or restrictions shall be effective unless executed and recorded at least ninety (90) days in advance of the end of the initial or any extension period hereof, and unless written notice of the proposed instrument is sent to every Owner at least ninety (90) days in advance of any action taken.

**16.2 Amendment.** This Declaration may be amended only by the affirmative vote or written proxy, or any combination thereof, of Members representing two-thirds (2/3) of the total votes cast at a duly called meeting to consider such amendment.

**16.2.1 Validity and Effective Date of Amendments.** Amendments to this Declaration shall become effective upon recordation in the Public Records of Collier County, Florida, unless a later effective date is specified therein. Any procedural challenge to an amendment must be made within six (6) months of its recordation or such amendment shall be presumed to have been validly adopted. In no event shall a change of conditions or circumstances operate to amend any provisions of this Declaration.

If an Owner consents to any amendment to this Declaration or the Bylaws, it will be conclusively presumed that such Owner has the authority so to consent, and no contrary provision in any Mortgage or contract between the Owner and a third party will affect the validity of such amendment.

**16.3 Rules & Regulations.** The Association, through its Board of Directors, may make and enforce reasonable rules and regulations governing the use of the property within the Community, which rules and regulations shall be consistent with the rights and duties established by this Declaration and the Architectural Standards. Such rules and regulations shall be binding on all Owners, tenants, licensees, guests and occupants as though fully set forth herein.

**16.4 Termination.** Should the Members vote not to renew and extend this Declaration, the Crestview Recreation Area owned by the Association shall be transferred to a trustee appointed by the Circuit Court of Collier County, Florida, which trustee shall sell the Crestview Recreation Area free and clear of the limitations imposed hereby upon terms established by a Circuit Court of Collier County, Florida. Furthermore, adequate provisions shall be made for the maintenance, repair and replacement of Common Structural Elements and other areas of responsibility of the Association. The proceeds of a sale of the Crestview Recreation Area first shall be used for the payment of any debts or obligations constituting a lien on the Crestview Recreation Area, then for payment of any obligation incurred by the trustee in the operation, maintenance, repair or upkeep of the Crestview Recreation Area. The excess proceeds, if any, shall be distributed among the Owners in proportion to each Owner's share of the Common Expenses.

**16.5 Notices.** Any notice required to be sent to any Member or Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postage paid, to the last known address of the Person who appears as Member or Owner on the records of the Association at the time of such mailing.

**16.6 Severability.** Invalidation of anyone of these covenants or restrictions by judgment or court order shall not affect any other provision, which shall remain in full force and effect.

**16.7 Partition.** The Crestview Recreation Area shall remain undivided, and no Person shall bring any action for partition or division of the whole or any part thereof without the written consent of all Owners within the Community and without the written consent of all holders of all mortgages encumbering any portion of the property within the Community.

**16.8 Gender and Grammar.** The singular, wherever used herein shall be construed to mean the plural, when applicable, and the use of the masculine pronoun shall include the neuter and feminine.

**16.9 Captions.** The captions of each Article and Section hereof are inserted only for convenience and are in no way to be construed as defining, limiting, extending or otherwise modifying or adding to the particular Article or Section to which they refer.

**16.10 Security.** The Association will strive to maintain the community as a safe and secure environment. HOWEVER, THE ASSOCIATION SHALL NOT IN ANY WAY BE CONSIDERED A GUARANTOR OF SECURITY WITHIN THE COMMUNITY AND THE ASSOCIATION SHALL BE HELD LIABLE FOR ANY LOSS OR DAMAGE BY REASON OF FAILURE TO PROVIDE ADEQUATE SECURITY OR INEFFECTIVENESS OF SECURITY MEASURES UNDERTAKEN. ALL OWNERS, TENANTS, GUESTS INVITEES OR LICENSEES OF ANY OWNER, AS APPLICABLE, ACKNOWLEDGE THAT THE ASSOCIATION, ITS BOARD, AND COMMITTEES ESTABLISHED BY ANY OF THE FOREGOING ENTITIES, ARE NOT GUARANTORS AND THAT EACH OWNER, TENANT, GUEST, INVITEE AND LICENSEE ASSUMES ALL RISK OF LOSS OR DAMAGE TO PERSONS, LOTS, AND TO THE CONTENTS OF LOTS AND FURTHER ACKNOWLEDGE THE ASSOCIATION, ITS BOARD, AND COMMITTEES ESTABLISHED BY ANY OF THE FOREGOING ENTITIES HAVE MADE NO REPRESENTATIONS OR WARRANTIES, NOR HAS ANY OWNER, TENANT, GUEST, INVITEE OR LICENSEE RELIED UPON ANY REPRESENTATIONS OR WARRANTIES EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE RELATIVE TO ANY SECURITY MEASURES RECOMMENDED OR UNDERTAKEN.

**16.11 Notices and Disclaimers as to Water Bodies.** THE ASSOCIATION, ANY OF ITS OFFICERS, DIRECTORS, COMMITTEE MEMBERS, EMPLOYEES, MANAGEMENT AGENTS, CONTRACTORS OR SUBCONTRACTORS (COLLECTIVELY, THE "LISTED PARTIES") SHALL BE LIABLE OR RESPONSIBLE FOR MAINTAINING OR ASSURING THE SAFETY, WATER QUALITY OR WATER LEVEL OF/IN ANY LAKE, POND, CANAL, CREEK, STREAM OR OTHER WATER BODY WITHIN THE COMMUNITY, EXCEPT AS SUCH RESPONSIBILITY MAY BE SPECIFICALLY IMPOSED BY, OR CONTRACTED FOR WITH, AN APPLICABLE GOVERNMENTAL OR QUASI-GOVERNMENTAL AGENCY OR AUTHORITY. FURTHER, NONE OF THE LISTED PARTIES SHALL BE LIABLE FOR ANY PROPERTY DAMAGE, PERSONAL INJURY OR DEATH OCCURRING IN, OR OTHERWISE RELATED TO, ANY WATER BODY, ALL PERSONS USING SAME DOING SO AT THEIR OWN RISK.

ALL OWNERS AND USERS OF ANY PORTION OF THE PROPERTIES LOCATED ADJACENT TO OR HAVING A VIEW OF ANY OF THE AFORESAID WATER BODIES SHALL BE DEEMED, BY VIRTUE OF THEIR ACCEPTANCE OF THE DEED TO OR USE OF, SUCH PROPERTY, TO HAVE AGREED TO RELEASE THE LISTED PARTIES FROM ALL CLAIMS FOR ANY AND ALL CHANGES IN THE QUALITY AND LEVEL OF THE WATER IN SUCH BODIES.

ALL PERSONS ARE HEREBY NOTIFIED THAT FROM TIME TO TIME WILDLIFE MAY INHABIT OR ENTER INTO WATER BODIES WITHIN OR NEARBY THE COMMUNITY AND MAY POSE A THREAT TO PERSONS, PETS AND PROPERTY, BUT THAT THE LISTED PARTIES ARE UNDER NO DUTY TO PROTECT AGAINST, AND DO NOT IN ANY MANNER WARRANT OR INSURE AGAINST, ANY DEATH, INJURY OR DAMAGE CAUSED BY SUCH WILDLIFE.



**EXHIBIT "A"**  
TO  
*AMENDED AND RESTATED*  
DECLARATION OF PROTECTIVE COVENANTS,  
RESTRICTIONS AND EASEMENTS  
FOR  
*CRESTVIEW VILLAS AT HERITAGE GREENS*

**LEGAL DESCRIPTION**  
**FOR**  
***CRESTVIEW VILLAS AT HERITAGE GREENS***

**PHASE 1**

LOTS 11 AND 12, BLOCK A AND TRACT X OF HERITAGE GREENS, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 28, PAGES 78-94 OF THE PUBLIC RECORDS OF COLLIER COUNTY, FLORIDA.

**PHASE 13**

LOTS 111 AND 112, BLOCK A OF HERITAGE GREENS, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 28, PAGES 78-94 OF THE PUBLIC RECORDS OF COLLIER COUNTY, FLORIDA.

**PHASE 7**

LOTS 123 AND 124, BLOCK A OF HERITAGE GREENS, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 28, PAGES 78-94 OF THE PUBLIC RECORDS OF COLLIER COUNTY, FLORIDA.

**PHASE 6**

LOTS 1 AND 2, BLOCK A OF HERITAGE GREENS, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 28, PAGES 78-94 OF THE PUBLIC RECORDS OF COLLIER COUNTY, FLORIDA.

**PHASE 14**

LOTS 109 AND 110, BLOCK A OF HERITAGE GREENS, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 28, PAGES 78-94 OF THE PUBLIC RECORDS OF COLLIER COUNTY, FLORIDA.

**PHASE 18**

LOTS 101 AND 102, BLOCK A OF HERITAGE GREENS, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 28, PAGES 78-94 OF THE PUBLIC RECORDS OF COLLIER COUNTY, FLORIDA.

**PHASE 16**

LOTS 105 AND 106, BLOCK A OF HERITAGE GREENS, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 28, PAGES 78-94 OF THE PUBLIC RECORDS OF COLLIER COUNTY, FLORIDA.

PHASE 3

LOTS 7 AND 8, BLOCK A OF HERITAGE GREENS, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 28, PAGES 78-94 OF THE PUBLIC RECORDS OF COLLIER COUNTY, FLORIDA.

PHASE 15

LOTS 107 AND 108, BLOCK A OF HERITAGE GREENS, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 28, PAGES 78-94 OF THE PUBLIC RECORDS OF COLLIER COUNTY, FLORIDA.

PHASE 17

LOTS 103 AND 104, BLOCK A OF HERITAGE GREENS, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 28, PAGES 78-94 OF THE PUBLIC RECORDS OF COLLIER COUNTY, FLORIDA.

PHASE 20

LOTS 97 AND 98, BLOCK A OF HERITAGE GREENS, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 28, PAGES 78-94 OF THE PUBLIC RECORDS OF COLLIER COUNTY, FLORIDA.

PHASE 19

LOTS 99 AND 100, BLOCK A OF HERITAGE GREENS, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 28, PAGES 78-94 OF THE PUBLIC RECORDS OF COLLIER COUNTY, FLORIDA.

PHASE 8

LOTS 121 AND 122, BLOCK A OF HERITAGE GREENS, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 28, PAGES 78-94 OF THE PUBLIC RECORDS OF COLLIER COUNTY, FLORIDA.

PHASE 12

LOTS 113 AND 114, BLOCK A OF HERITAGE GREENS, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 28, PAGES 78-94 OF THE PUBLIC RECORDS OF COLLIER COUNTY, FLORIDA.

PHASE 4

LOTS 5 AND 6, BLOCK A OF HERITAGE GREENS, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 28, PAGES 78-94 OF THE PUBLIC RECORDS OF COLLIER COUNTY, FLORIDA.

**EXHIBIT "B"**  
 TO  
 AMENDED AND RESTATED  
 DECLARATION OF PROTECTIVE COVENANTS,  
 RESTRICTIONS AND EASEMENTS  
 FOR  
 CRESTVIEW VILLAS AT HERITAGE GREENS  
  
**ARTICLES OF INCORPORATION**  
 FOR  
**CRESTVIEW VILLAS AT HERITAGE GREENS ASSOCIATION, INC.**  
 A NOT-FOR-PROFIT CORPORATION ORGANIZED UNDER THE LAWS OF THE STATE OF FLORIDA

*THIS IS A SUBSTANTIAL REWORDING OF THE ARTICLES OF INCORPORATION FOR CRESTVIEW VILLAS AT HERITAGE GREENS ASSOCIATION, INC. ORIGINALLY RECORDED AS EXHIBIT "D" OF THE DECLARATION OF PROTECTIVE COVENANTS, RESTRICTIONS AND EASEMENTS FOR CRESTVIEW VILLAS AT HERITAGE GREENS IN OFFICIAL RECORDS BOOK 2393, PAGE 554, ET SEQ. OF THE PUBLIC RECORDS OF COLLIER COUNTY, FLORIDA. REFER TO THAT DOCUMENT FOR THE PREVIOUS TEXT.*

Crestview Villas at Heritage Greens Association, Inc. hereby adopts the following Amended and Restated Articles of Incorporation:

1. **Definitions.** All capitalized terms used herein shall have the same meanings attributed to them within the Amended and Restated Declaration of Protective Covenants, Restrictions and Easements for Crestview Villas at Heritage Greens unless specifically stated herein or the context shall otherwise require.
2. **Name.** The name of the corporation shall be "Crestview Villas at Heritage Greens Association, Inc." For convenience, the corporation shall be hereinafter be referred to as the "Association."
3. **Purpose.** The purpose for which the Association is organized is to provide an entity for the maintenance, preservation, management and control of certain land and improvements within Crestview Villas at Heritage Greens, a planned community located in Collier County, Florida, in accordance with the "Declaration of Protective Covenants, Restrictions and Easements for Crestview Villas at Heritage Greens," herein called the "Amended and Restated Declaration," which is to be recorded in the Public Records of Collier County, Florida, as the same may be amended from time to time. The Association shall have the further purpose of promoting the health, safety and welfare of the owners and residents of Crestview Villas at Heritage Greens, consistent with the Amended and Restated Declaration, these Articles and the By-Laws of the Association, and the other documents relating to the operation and maintenance of Crestview Villas at Heritage Greens. The Association shall have the purpose or power of serving as a Homeowners Association under Chapter 720, Florida Statutes.
4. **Powers.**
  - 4.1 **Common Law and Statutory Powers.** The Association shall have all of the common law and statutory powers of a corporation not for profit not to conflict with these Articles or the Amended and Restated Declaration.
  - 4.2 **Specific Powers.** The Association shall have all of the powers and duties set forth in the Amended and Restated Declaration, as amended from time to time, (except as validly limited by these Articles and by said Declaration), and all of the powers and duties reasonably necessary to own, operate, administer or maintain property within Crestview Villas at Heritage Greens pursuant to said Amended and Restated Declaration and to perform the maintenance, administrative, managerial and other functions for the Community as provided in said Amended and Restated Declaration, including but not limited to the following:

**4.2.1** To make and collect Assessments against Members as Owners of Lots and to defray the cost of the Common Expenses of Crestview Villas at Heritage Greens as provided in the Amended and Restated Declaration.

**4.2.2** To use the proceeds of Assessments in the exercise of its powers and duties.

**4.2.3** To accept, hold title to, own, purchase, acquire, replace, improve, manage, maintain and administer the use of the Crestview Recreation Area (Tract X of Heritage Greens, according to the plat thereof recorded in Plat Book 28, Pages 78-94 of the Public Records of Collier County, Florida) of Crestview Villas at Heritage Greens in accordance with the Shared Use Agreement.

**4.2.4** To purchase insurance upon the Crestview Recreation Area, Buildings, and portions thereof, for the protection of the Association and its Members.

**4.2.5** To reconstruct improvements within Crestview Villas at Heritage Greens after casualties and to further improve the Crestview Recreation Area in accordance with the Amended and Restated Declaration.

**4.2.6** To adopt and amend reasonable rules and regulations respecting the use of the Crestview Recreation Area, Lots and Dwelling Units in accordance with the Amended and Restated Declaration.

**4.2.7** To enforce by legal means the provisions of the Amended and Restated Declaration, the By-Laws of the Association, and regulations duly adopted by the Association.

**4.2.8** To furnish or otherwise provide for private security, fire protection or such other services as the Board of Directors in its discretion determines necessary or appropriate.

**4.2.9** To pay any real and personal property taxes and other charges assessed against the Crestview Recreation Area unless same are separately assessed to the Owners thereof.

**4.2.10** To obtain all required utility and other services for the Crestview Recreation Area.

**4.2.11** To negotiate and contract for such materials and services for the benefit of all or any part of the Owners as agent on behalf thereof, in accordance with the Amended and Restated Declaration, and in particular, to enter into bulk service contracts for cable television, high speed internet service and other similar services.

**4.2.12** To borrow money and to pledge assets of the Association as security therefore pursuant to the Amended and Restated Declaration.

**4.2.13** To employ personnel for reasonable compensation to perform the services required for the proper carrying out of the Association responsibilities.

**4.2.14** To repair and maintain such parts of Crestview Villas at Heritage Greens as may be provided in the Amended and Restated Declaration.

**4.2.15** To enter into agreements whereby it acquires additional areas for the common use and benefit of all Owners, including but not limited to, leasehold memberships and other possessory or use interests in lands or facilities, whether or not contiguous to Crestview Villas at Heritage Greens, intended to provide for the enjoyment, recreation or other benefit to Owners.

**4.2.16** To exercise such further authority as may be reasonably necessary to carry out each and everyone of the obligations of the Association set forth in the Amended and Restated Declaration.

**4.2.17** To enter into one or more contracts for the management of the Association, the Crestview Recreation Area, and any part thereof.

**4.2.18** To dedicate or transfer all or any part of the Crestview Recreation Area to a public authority in accordance with the Amended and Restated Declaration.

**4.2.19** To exercise the right of Architectural Review in accordance with the Amended and Restated Declaration.

**4.2.20** To transfer maintenance responsibilities in accordance with the Amended and Restated Declaration.

**4.3 Assets Held in Trust.** All funds and the title of all properties acquired by the Association and the proceeds thereof shall be held in trust for the Members, in accordance with the provisions of the Amended and Restated Declaration, these Articles and the By-Laws of the Association.

**4.4 Limitation on Exercise of Power.** The powers of the Association shall be subject to and shall be exercised in accordance with the provisions of the laws of the State of Florida, the Amended and Restated Declaration, these Articles and the By-Laws of the Association.

## **5. Members.**

**5.1 Members.** The Members of the Association shall consist of all of the record owners of property within Crestview Villas at Heritage Greens.

**5.2 Change of Membership.** Change of membership in the Association shall be established by the change of record title to property in Crestview Villas at Heritage Greens, as provided in the By-Laws.

**5.3 Limitation on a Transfer of Shares or Assets.** The share of a Member in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to the Member's Lot.

**5.4 Voting.** The Owners of each Lot in Crestview Villas at Heritage Greens shall be collectively entitled to one (1) vote for each Lot owned that is subject to the Amended and Restated Declaration. The manner of exercising voting rights shall be determined by the Amended and Restated Declaration and By-Laws of the Association. Owners owning more than one parcel of property shall be entitled to separate votes for each property owned. Voting rights shall be subject to such provisions for delegation thereof and the granting of proxies as may be provided in the Amended and Restated Declaration and the By-Laws.

## **6. Directors.**

**6.1 Board of Directors.** The affairs of the Association shall be managed by a Board of Directors consisting of an odd number of members determined from time to time in accordance with the By-Laws. In no event shall the Board of Directors consist of fewer than three (3) Directors.

**6.2 Election of Directors.** Directors of the Association shall be elected at the annual meeting of the members, in the manner provided in the By-Laws. Directors may be removed and vacancies on the Board shall be filled in the manner provided by the By-Laws.

**7. Officers.** The affairs of the Association shall be administered by a President, Vice President, Secretary, Treasurer and such other officers as may from time to time be created by the Board of Directors as permitted by the By-Laws. Officers shall be elected by the Board of Directors at its first meeting following the annual meeting of the Association and shall serve at the pleasure of the Board. Offices may be combined as provided in the By-Laws.

**8. Indemnification.** Every director and every officer of the Association shall be indemnified by the Association against all expenses and liabilities, including legal fees, reasonably incurred by, or imposed upon him in connection with any proceeding or the settlement of any proceeding to which he may be a party, or in which he may become involved by reason of his being or having been a Director or officer at the time such expenses are incurred,

except when the Director or officer is guilty of willful and wanton misfeasance or malfeasance in the performance of his duties or such director or officer has engaged in any criminal activity, unless such director or officer acted in good faith and in a manner in which he reasonably believed was in, or not opposed to, the best interest of the Association, and had no reasonable cause to believe his action was unlawful.

9. **Insurance.** The Board of Directors of the Association may purchase liability insurance to insure all Directors, officers or agents, past and present, against all expenses and liabilities as set forth above. The premiums for such insurance shall be paid by the Members of the Association as part of the Common Expenses.

10. **By-Laws.** The By-Laws of the Association have been adopted by the Board of Directors, and may be altered, amended or rescinded as provided in the By-Laws.

11. **Amendments.** These Articles may be altered, amended or modified as provided for by law.

12. **Existence.** The term of the Association shall be perpetual.

13. **Registered Office and Agent.** The Association shall have its Registered Office at 1395 Panther Lane, Suite 300, Naples, Florida 34109, and hereby names LawDock, Inc. at that office as its Registered and Resident Agent. By affixing its representative's signature hereto, LawDock, Inc. does hereby accept said designation and appointment and agrees to comply with the laws of Florida relating to such office, and the office of the Association shall be at said address.

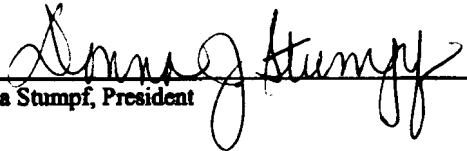
IN WITNESS WHEREOF, the President has affixed his/her signature the day and year set forth below and hereby affirms that on the 13th day of March, 2008 at a duly called meeting of the Members at which a quorum was present, at least a majority of the Members of the Board of Directors and a majority of all voting interests of Crestview Villas at Heritage Greens Association, Inc. approved these Amended and Restated Articles of Incorporation.

  
Donna Stumpf, President


Attest:

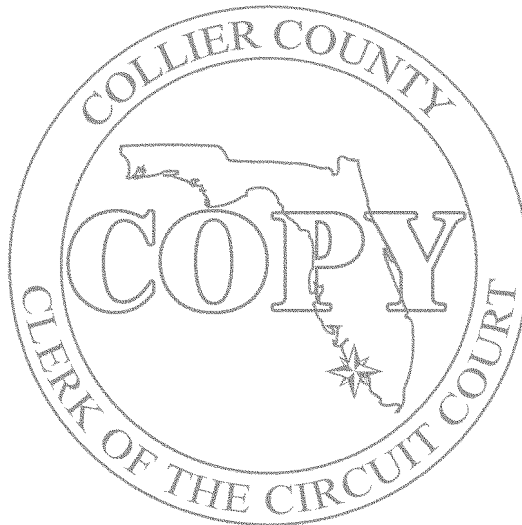
  
James Kamaryt, Secretary

IN WITNESS WHEREOF, the President has affixed his/her signature the day and year set forth below and hereby affirms that on the 13th day of March, 2008 at a duly called meeting of the Members at which a quorum was present, at least a majority of the Members of the Board of Directors and two-thirds (2/3rds) of all voting interests of Crestview Villas at Heritage Greens Association, Inc. approved this Amended and Restated Declaration.

  
Donna Stumpf, President

Attest:

  
James Kamaryt, Secretary




**CERTIFICATE DESIGNATING PLACE OF BUSINESS OR DOMICILE FOR  
THE SERVICE OF PROCESS WITHIN THIS STATE, NAMING AGENT  
UPON WHOM PROCESS MAY BE SERVED**

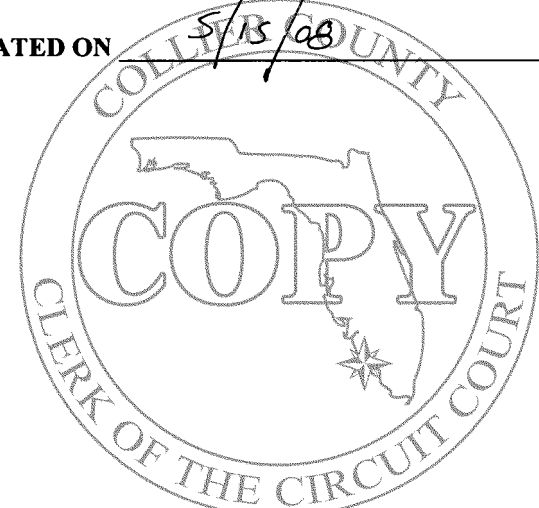
In compliance with the laws of Florida, the following is submitted:

That desiring to organize under the laws of the state of Florida with its principal office, as indicated in the foregoing Articles Incorporation, in the County of Collier, State of Florida, the corporation named in the said Articles has named Naples-Lawdock, Inc., whose address is 1395 Panther Lane, Suite 300, Naples, Florida 34109, as its statutory registered agent.

Having been named the statutory agent of the corporation at the place designated in this certificate, I hereby accept the same and agree to act in this capacity and agree to comply with the provisions of Florida law relative to keeping the registered office open.

  
\_\_\_\_\_  
**REGISTERED AGENT**

**DATED ON** 5/15/08 \_\_\_\_\_





**EXHIBIT "C"**  
TO  
*AMENDED AND RESTATED*  
DECLARATION OF PROTECTIVE COVENANTS,  
RESTRICTIONS AND EASEMENTS  
FOR  
*CRESTVIEW VILLAS AT HERITAGE GREENS*  
  
**BYLAWS**  
**OF**  
**CRESTVIEW VILLAS AT HERITAGE GREENS ASSOCIATION, INC.**  
**a Not-for-Profit corporation organized under the laws of the State of Florida**

*THIS IS A SUBSTANTIAL REWORDING OF THE BYLAWS OF CRESTVIEW VILLAS AT HERITAGE GREENS ASSOCIATION, INC. ORIGINALLY RECORDED AS EXHIBIT "E" OF THE DECLARATION OF PROTECTIVE COVENANTS, RESTRICTIONS AND EASEMENTS FOR CRESTVIEW VILLAS AT HERITAGE GREENS IN OFFICIAL RECORDS BOOK 2393, PAGE 554, ET SEQ. OF THE PUBLIC RECORDS OF COLLIER COUNTY, FLORIDA. REFER TO THAT DOCUMENT FOR THE PREVIOUS TEXT.*

**1. Name, principal office and definitions.** The name of the Association shall be Crestview Villas at Heritage Greens Association, Inc. (hereinafter sometimes referred to as the "Association").

**1.1 Principal Office.** The principal office of the Association in the State of Florida shall be located in Collier County. The Association may have such other offices, either within or outside the State of Florida, as the Board of Directors may determine or as the affairs of the Association may require.

**1.2 Definitions.** The words used in these Bylaws shall be given their normal, commonly understood definitions. All capitalized terms used herein shall have the same meanings attributed to them within the Amended and Restated Declaration of Protective Covenants, Restrictions and Easements for Crestview Villas at Heritage Greens unless specifically stated herein or the context shall otherwise require.

**2. Association: Membership, meetings, quorum, voting and proxies.**

**2.1 Membership.** The Association shall have one class of membership, as more fully set forth in the Declaration, the terms of which pertaining to membership are incorporated by this reference.

**2.2 Place of Meetings.** Meetings of the Association shall be held at the principal office of the Association or at such other suitable place convenient to the Members as may be designated by the Board of Directors either within the Community or as convenient thereto as possible and practical.

**2.3 Annual Meetings.** Meetings shall be of the Members. Regular annual meetings shall be set by the Board so as to occur during the first quarter of the Association's fiscal year on a date and at a time set by the Board of Directors.

**2.4 Special Meetings.** The President may call special meetings. In addition, it shall be the duty of the President to call a special meeting if so directed by resolution of the Board or upon a petition signed by Members representing at least 10% of the total votes of the Association.

**2.5 Notice of Meetings.** Written notice of the annual meeting of Members shall be served upon or mailed to each Member entitled to notice at least fourteen (14) days but not more than sixty (60) days prior to the meeting and must be posted in a conspicuous place in the Community at least fourteen (14) days prior to the meeting. The mailing of the notice of annual meeting need not be sent by certified or registered mail unless required by Florida law or these Bylaws, in which case, such requirement shall be waivable in the manner provided by law. This provision shall not be construed to make applicable to this corporation changes in law becoming effective after the adoption of these Bylaws, unless such provision will otherwise apply or would be applicable notwithstanding contrary provisions in these Bylaws.

Written notice of special membership meetings stating the time, place and date of such meeting shall be served upon or mailed to each Member entitled to notice at least fourteen (14) days, but not more than sixty (60) days prior to such meeting, except in the case of an emergency, in which case, notice shall be given that is reasonable under the circumstances. Members may waive notice of special membership meetings prior to, at, or subsequent to any meetings of Members except where prohibited by law. Nothing in these Bylaws shall be construed to prevent Members from acting by written agreement without meetings.

**2.6 Waiver of Notice.** Waiver of notice of a meeting of the Members shall be deemed the equivalent of proper notice. Any Member may, in writing, waive notice of any meeting of the Members, either before or after such meeting. Attendance at a meeting by a Member shall be deemed waiver by such Member of notice of the time, date, and place thereof, unless such Member specifically objects to lack of proper notice at the time the meeting is called to order. Attendance at a special meeting also shall be deemed waiver of notice of all business transacted unless an objection on the basis of lack of proper notice is raised before the business is put to a vote.

**2.7 Adjournment of Meetings.** If any meeting of the Association cannot be held because a quorum is not present, a majority of the Members who are present at such meeting may adjourn the meeting to a time, not less than five (5) and no more than thirty (30) days, from the time the original meeting was called. At the reconvened meeting, if a quorum is present, any business may be transacted which might have been transacted at the meeting originally called. If a time and place for reconvening the meeting is not fixed by those in attendance at the original meeting or if for any reason a new date is fixed for reconvening the meeting after adjournment, notice of the time and place for reconvening the meeting shall be given to Voting Members in the manner prescribed for regular meetings.

The Members present at a duly called or held meeting at which a quorum is present may continue to do business until adjournment, notwithstanding the withdrawal of enough to leave less than a quorum, provided that Members representing at least 15% of the total votes in the Association remain in attendance, and provided that any action taken is approved by at least a majority of the votes required to constitute a quorum.

**2.8 Voting.** The voting rights of the Members shall be as set forth in the Declaration, and such voting rights provisions are specifically incorporated by reference.

**2.9 Proxies.** Voting members may vote by proxy. No proxy shall be valid unless signed by the Owner or his duly authorized attorney-in-fact, dated, and filed with the Secretary of the Association prior to any meeting for which it is to be effective. No proxy shall be valid after ninety (90) days from its date of execution unless otherwise specified in the proxy.

**2.10 Majority.** As used in these Bylaws, the term "majority" shall mean those votes, owners, or other group as the context may indicate totaling more than 50% of the total eligible number.

**2.11 Quorum.** Except as otherwise provided in these Bylaws or in the Declaration, the presence of the Members representing 30% of the total votes in the Association shall constitute a quorum at all meetings of the Association.

**2.12 Conduct of Meetings.** The President shall preside over all meetings of the Association, and the Secretary shall keep the minutes of the meeting and record in a minute book all resolutions adopted at the meeting, as well as a record of all transactions occurring at the meeting.

**2.13 Action Without a Meeting.** Any action required or permitted by law to be taken at a meeting of the Members may be taken without a meeting, without prior notice and without a vote if written consent specifically authorizing the proposed action is signed by Members holding at least the minimum number of votes necessary to authorize such action at a meeting if all Members entitled to vote thereon were present. Such consents shall be signed within sixty (60) days after receipt of the earliest dated consent, dated and delivered to the Association at its principal place of business in the State of Florida. Such consents shall be filed with the minutes of the Association, and shall have the same force and effect as a unanimous vote of the Members.

### **3. Board of Directors: Number, powers and meetings.**

#### **3.1 Composition and Selection.**

**3.1.1 Governing Body; Composition.** The affairs of the Association shall be overseen by a Board of Directors, each of whom shall have one equal vote. The directors shall be Members or spouses of such Members; provided, however, no person and his or her spouse may serve on the Board at the same time. In the case of a Member which is not a natural person, any officer, director, partner or trust officer of such Member shall be eligible to serve as a director unless otherwise specified by written notice to the Association signed by such Member; provided, no Member may have more than one such representative on the Board at a time.

**3.1.2 Number of Directors.** The number of directors in the Association shall be five (5).

**3.1.3 Nomination of Directors.** Individuals desiring to submit themselves for consideration for election to the Board may nominate themselves at the meeting where the election is being held.

**3.1.4 Removal of Directors and Vacancies.** Any director elected by the Members may be removed, with or without cause, by the vote of Members holding a majority of the votes entitled to be cast for the election of such director. Any director whose removal is sought shall be given notice prior to any meeting called for that purpose. Upon removal of a director, a successor shall be elected by the Members entitled to elect the director so removed to fill the vacancy for the remainder of the term of such director.

In the event of the death, disability, or resignation of a director, the Board may declare a vacancy and appoint a successor to fill the vacancy until the next annual meeting, at which time the Members entitled to fill such directorship may elect a successor for the remainder of the term. Any director appointed by the Board shall be selected from among Members within the Neighborhood represented by the director who vacated the position.

#### **3.2 Meetings.**

**3.2.1 Organizational Meetings.** The first meeting of the Board of Directors following each annual meeting of the membership shall be held within ten (10) days thereafter at such time and place the Board shall fix.

**3.2.2 Regular Meeting.** Regular meetings of the Board of Directors may be held at such time and place as a majority of the directors shall determine, but at least four (4) such meetings shall be held during each fiscal year with at least one per quarter. Notice of the time and place of the meeting shall be communicated to directors and members not less than forty-eight (48) hours prior to the meeting; provided, however, notice of a meeting need not be given to any director who has signed a waiver of Notice or a written consent to holding of the meeting. Furthermore, notice of any Board meeting at which assessments will be levied or at which rules governing use of Lots shall be considered shall state as such and shall be mailed, delivered, or electronically transmitted to the Members and posted conspicuously within the community not less than fourteen (14) days before the meeting.

**3.2.3 Special Meetings.** Special meetings of the Board of Directors shall be held when called by written notice signed by the President or by any two directors. The notice shall specify the time and place of the meeting and the nature of any special business to be considered. The notice shall be given to each director and member by: (a) personal delivery; (b) first class mail, postage prepaid; (c) telephone communication, either directly to the director or to a person at the director's office or home who would reasonably be expected to communicate such notice promptly to the director; or (d) telegram, charges prepaid. All such notices shall be given at the director's telephone number or sent to the director's address as shown on the records of the Association. Notices sent by first class mail shall be deposited into a United States mailbox at least four business days before the time set for the meeting. Notices given by personal delivery, telephone, or telegraph shall be delivered, telephoned, or given to the telegraph company at least forty-eight (48) hours before the time set for the meeting.

**3.2.4 Waiver of Notice.** The transactions of any meeting of the Board of Directors, however called and noticed or wherever held, shall be as valid as though taken at a meeting duly held after regular call and notice if: (a) a quorum is present; and (b) either before or after the meeting each of the directors not present signs a written waiver of notice, a consent to holding the meeting, or an approval of the minutes. The waiver of notice or consent need not specify the purpose of the meeting. Notice of a meeting also shall be deemed given to any director who attends the meeting without protesting before or at its commencement about the lack of adequate notice.

**3.2.5 Quorum of Board of Directors.** At all meetings of the Board of Directors, a majority of the directors shall constitute a quorum for the transaction of business, and the votes of a majority of the directors present at a meeting at which a quorum is present shall constitute the decision of the Board of Directors, unless otherwise specifically provided in these Bylaws or the Declaration. A meeting at which a quorum is initially present may continue to transact business, notwithstanding the withdrawal of directors, if any action taken is approved by at least a majority of the required quorum for that meeting. If any meeting of the Board cannot be held because a quorum is not present, a majority of the directors present at such meeting may adjourn the meeting to a time not less than five (5) nor more than thirty (30) days from the date of the original meeting. At the reconvened meeting, if a quorum is present, any business which might have been transacted at the meeting originally called may be transacted without further notice.

**3.2.6 Conduct of Meetings.** The President shall preside over all meetings of the Board of Directors, and the Secretary shall keep a minute book of meetings of the Board of Directors recording all resolutions adopted by the Board of Directors and all transactions and proceedings occurring at such meetings.

**3.2.7 Open Meetings.** All meetings of the Board shall be open to all Members, but Members other than directors may not participate in any discussion or deliberation unless permission to speak is requested prior to the start of the meeting. In such case, the President may limit the time any Member may speak. Notwithstanding the above, the President may adjourn any meeting of the Board of Directors and reconvene in executive session, excluding Members, to discuss matters of a sensitive nature with the Association attorneys, which would be subject to the attorney client privilege.

**3.2.8 Action Without a Formal Meeting.** Any action to be taken at a meeting of the directors or any action that may be taken at a meeting of the directors may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the directors, and such consent shall have the same force and effect as a unanimous vote.

**3.3 Powers.** The Board of Directors shall have all of the powers and duties necessary for the administration of the Association's affairs and for performing all responsibilities and exercising all rights of the Association as set forth in the Declaration, these Bylaws, the Articles, and as provided by law. The Board may do or cause to be done all acts and things as are not by the Declaration, Articles, these Bylaws, or Florida law directed to be done and exercised exclusively by the Voting Members or the membership generally.

**3.4 Duties.** The duties of the Board shall include, without limitation:

**3.4.1** preparation and adoption of annual budgets and establishing each Owner's share of the Common Expenses;

**3.4.2** levying and collecting assessments from the Owners to fund the Common Expenses;

**3.4.3** providing for the operation, care, upkeep, and maintenance of the Community in accordance with the Declaration;

**3.4.4** designating, hiring, and dismissing the personnel necessary to carry out the rights and responsibilities of the Association and, where appropriate, providing for the compensation of such personnel and for the purchase of equipment supplies, and materials to be used by such personnel in the performance of their duties;

**3.4.5** depositing all funds received on behalf of the Association in a bank depository which it shall approve, and using such funds to operate the Association; provided, any reserve fund may be deposited, in the directors' best business judgment, in depositories other than banks;

**3.4.6** making and amending rules and regulations;

**3.4.7** opening of bank accounts on behalf of the Association and designating the signatories required;

**3.4.8** making or contracting for the making of repairs, additions, and improvements to or alterations of the Community in accordance with the Declaration and these Bylaws;

**3.4.9** enforcing by legal means the provisions of the Declaration, these Bylaws, and the rules adopted by it and bringing any proceedings which may be instituted on behalf of or against the Owners concerning the Association;

**3.4.10** obtaining and carrying property and liability insurance and fidelity bonds, as provided in the Declaration, paying the cost thereof, and filing and adjusting claims, as appropriate;

**3.4.11** paying the cost of all services rendered to the Association or its Members and not chargeable directly to specific Owners;

**3.4.12** keeping books with detailed accounts of the receipts and expenditures of the Association;

**3.4.13** making available to any prospective purchaser of a Lot, any Owner, and the holders, insurers, and guarantors of any Mortgage on any Lot, current copies of the Declaration, the Articles of Incorporation, the By-Laws, rules and all other books, records, and financial statements of the Association;

**3.4.14** permitting utility suppliers to use portions of the Community reasonably necessary to the ongoing operation of the Properties;

**3.4.15** indemnifying a director, officer or committee member or former director, officer or committee member of the Association in accordance with Florida law, and in accordance with the Articles of Incorporation and the Declaration; and

**3.4.16** assisting in the resolution of disputes between owners and others without litigation, as set forth in the Declaration.

**3.5 Management.** The Board of Directors may employ for the Association a professional management agent or agents at such compensation as the Board may establish, to perform such duties and services as the Board shall authorize. The Board of Directors may delegate such powers as are necessary to perform the manager's assigned duties.

The Board of Directors may delegate to one of its members the authority to act on behalf of the Board of Directors on all matters relating to the duties of the managing agent or manager, if any, which might arise between meetings of the Board of Directors.

**3.6 Accounts and Reports.** The following management standards of performance shall be followed unless the Board by resolution specifically determines otherwise:

**3.6.1** accrual accounting principles shall be employed; as defined by generally accepted accounting principles;

**3.6.2** accounting and controls should conform to generally accepted accounting principals;

**3.6.3** cash accounts of the Association shall not be commingled with any other accounts;

**3.6.4** no remuneration shall be accepted by the managing agent from vendors, independent contractors, or others providing goods or services to the Association, whether in the form of commission finder's fees, service fees, prizes, gifts, or otherwise, anything of value received shall benefit the Association;

**3.6.5** any financial or other interest which the managing agent may have in any firm providing goods or services to the Association shall be disclosed promptly to the Board of Directors;

**3.6.6** at the end of each month, financial reports shall be prepared for the Association at least quarterly containing:

**3.6.7** an income statement reflecting all income and expense activity for the preceding period on an accrual basis;

**3.6.8** a statement reflecting all cash receipts and disbursements for the preceding period;

**3.6.9** a variance report reflecting the status of all accounts in an "actual" versus "approved" budget format;

**3.6.10** a balance sheet as of the last day of the preceding period; and

**3.6.11** a delinquency report listing all Owners who are delinquent in paying any assessments at the time of the report and describing the status of any action to collect such assessments which remain delinquent (any assessment or installment thereof shall be considered to be delinquent on the fifteenth day following the due date unless otherwise specified by resolution of the Board of Directors); and

**3.6.12** an annual report consisting of at least the following shall be made available to all Members within 60 days after the close of the fiscal year: (1) a balance sheet; (2) an operating (income) statement; and (3) a statement of changes in financial position for the fiscal year. Such annual report shall be prepared on an audited or reviewed basis, as determined by the Board, by an independent public accountant.

**3.7 Borrowing.** The Association shall have the power to borrow money for any legal purpose. No Mortgage lien shall be placed on any portion of the Crestview Recreation Area without the affirmative vote or written consent, or any combination thereof of Members representing at least a majority of the total votes cast at a duly called meeting for such purpose.

**3.8 Rights of the Association.** The Association shall have the right to contract with any person for the performance of various duties and functions. This right shall include, without limitation, the right to enter into common management, operational, or other agreements with trusts, condominiums, cooperatives, or Neighborhood and other owners or residents associations, both within and outside the Properties. Such agreements shall require the consent of a majority of the total number of directors of the Association.

**3.9 Enforcement.** In addition to such other rights as are specifically granted under the Declaration the Board shall have the power to impose reasonable fines not to exceed the amount allowed by law, which shall constitute a lien upon the Unit of the violator, and to suspend an Owner's right to vote or any person's right to use the Crestview Recreation Area for violation of any duty imposed under the Declaration, these Bylaws, or any rules and regulations duly adopted hereunder; provided, however, nothing herein shall authorize the Board to limit ingress and egress to or from a Lot or the right to park. Notwithstanding the foregoing, the Owner's right to vote may only be suspended due to the nonpayment of regular annual assessments that are delinquent in excess of ninety (90) days.

In the event that any occupant, guest or invitee of a Lot violates the Declaration, Bylaws, or any Rule, the Owner, any Tenant or Lessee, the fine shall first be assessed against the Lot's occupant; provided, however, if the fine is not paid within the time period set by the Board, the Owner shall pay the fine upon notice from the Association. In addition to the assessment of such fine, the Board may impose other reasonable sanctions, including suspension of use of the Crestview Recreation Area and/or services provided by the Association to the Lot. The failure of the Board to enforce any provision of the Declaration, Bylaws, or any rule shall not be deemed a waiver of the right of the Board to do so thereafter.

Prior to the imposition of any sanction hereunder of under the Declaration, the Board or its delegate shall serve the alleged violator with written notice describing (i) the nature of the alleged violation, (ii) the proposed sanction to be imposed, (iii) a period of not less than fourteen (14) days within which the alleged violator may present a written request for a hearing to the Board; and (iv) a statement that the proposed sanction shall be imposed as contained in the notice unless a challenge is begun within fourteen (14) days of the notice. If a timely challenge is not made, the sanction stated in the notice shall be imposed; provided the Board of Directors, or the Enforcement committee may, but shall not be obligated to, suspend any proposed sanction if the violation is cured within the 14-day period. Such suspension shall not constitute a waiver of the right to sanction future violations of the same or other provisions and rules by any Person.

**3.10 Hearing.** If a hearing is requested within the allotted fourteen (14) day period, the hearing shall be held before a fining committee. The alleged violator shall be afforded a reasonable opportunity to be heard. Prior to the effectiveness of any sanction hereunder, proof of proper notice shall be placed in the minutes of the meeting. Such proof shall be deemed adequate if a copy of the notice, together with a statement of the date and manner of delivery, is entered by the officer, director, or agent who delivered such notice. The notice requirement shall be deemed satisfied if the alleged violator appears at the meeting. The minutes of the meeting shall contain a written statement of the results of the hearing and the sanction, if any, imposed.

**3.11 Additional Enforcement Rights.** Notwithstanding anything to the contrary in this Article, the Board may elect to enforce any provision of the Declaration, these By-Laws or the rules of the Association, by self-help (specifically including, but not limited to, the towing of vehicles that are in violation of parking rules and regulations) or, by suit, at law or in equity, to enjoin any violation or to recover monetary damages, or both without the necessity of compliance with the procedure set forth above. In any such action, to the maximum extent permissible, the Owner or occupant responsible for the violation of which abatement is sought shall pay all costs, including reasonable attorneys' fees actually incurred.

**3.12 Budget.** The Board shall adopt a detailed budget for each calendar year that shall include the estimated funds required to defray the Common Expenses and to provide and maintain funds for the foregoing accounts according to good accounting practices. On or before fourteen (14) days prior to the meeting of the Board at which a budget for the Association is to be considered for adoption by the Board, a copy thereof shall be posted at the office of the Association together with a notice of the meeting at which the budget will be considered which notice shall state the time and place of the meeting. The budget shall be determined by the Board no later than sixty (60) days prior to the commencement of the budget year.

**3.13 Compensation.** No director shall receive any compensation from the Association for acting as such. Any director may be reimbursed for expenses incurred on behalf of the Association upon approval of a majority of the other directors. Nothing herein shall prohibit the Association from compensating a director, or any entity with which a director is affiliated, for services or supplies furnished to the Association in a capacity other than as a director pursuant to a contract or agreement with the Association, provided that such director's interest was made known to the Board prior to entering into such contract and such contract was approved by a majority of the Board of Directors, excluding the interested director.

#### **4. Officers.**

**4.1 Officers.** The officers of the Association shall be a President, Vice President, Secretary, and Treasurer. The President, Vice President, Secretary, and Treasurer shall be elected from among the members of the Board. The Board of Directors may appoint such other officers, including one or more Assistant Secretaries and one or more Assistant Treasurers, as it shall deem desirable, such officers to have the authority and perform the duties prescribed by the Board of Directors. Such other officers may, but need not be members of the Board. Any two or more offices may be held by the same person, except the offices of President and Secretary.

**4.2 Election and Term of Office.** The officers of the Association shall be elected annually by the Board of Directors at the first meeting of the Board of Directors following each annual meeting of the Voting Members, as set forth in Article III.

**4.3 Removal and Vacancies.** Any officer may be removed by the Board of Directors whenever in its judgment the best interests of the Association will be served thereby. A vacancy in any office arising because of death, resignation, removal or otherwise may be filled by the Board of Directors for the unexpired portion of the term.

**4.4 Powers and Duties.** The officers of the Association shall each have such powers and duties as generally pertain to their respective offices, as well as such powers and duties as may specifically be conferred or imposed by the Board of Directors. The President shall be the chief executive officer of the Association. The Treasurer shall have primary responsibility for the preparation of the budget as provided for in the Declaration and may delegate all or part of the preparation and notification duties to a finance committee, management agent or both.

**4.5 Resignation.** Any officer may resign at any time by giving written notice to the Board of Directors, the President, or the Secretary. Such resignation shall take effect on the date of the receipt of such notice or at any later time specified therein and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.



**4.6 Agreements, Contracts, Deeds, Leases, Checks, Etc.** All agreements, contracts, deeds, leases, checks, and other instruments of the Association shall be executed by at least two officers or by such other person or persons as may be designated by resolution of the Board of Directors.

**4.7 Compensation.** Compensation of officers shall be subject to the same limitations as compensation of directors under Section 3.13 hereof.

**5. Committees.** The Board may appoint such committees at it deems appropriate to perform such tasks and to serve for such periods as the Board may designate by resolution. Each committee shall operate in accordance with the terms of such resolution.

**6. Miscellaneous.**

**6.1 Fiscal Year.** The fiscal year of the Association shall be set by resolution of the Board of Directors. In the absence of a resolution, the fiscal year shall be the calendar year.

**6.2 Parliamentary Rules.** Except as may be modified by Board resolution, Robert's Rules of Order (current edition) shall govern the conduct of Association proceedings when not in conflict with Florida law, the Articles of Incorporation, the Declaration, or these By-Laws.

**6.3 Conflicts.** If there are conflicts between the provisions of Florida law, the Articles of Incorporation, the Declaration, and these By-Laws, the provisions of Florida law, the Declaration, the Articles of Incorporation, and the By-Laws (in that order) shall prevail.

**6.4 Books and Records.**

**6.4.1 Inspection by Members and Mortgagees.** The Board shall make available for inspection and copying by any Member, or the duly appointed representative of a Member at any reasonable time and for a purpose reasonably related to his or her interest in a Unit, the Declaration, Bylaws, Articles of Incorporation and any Association rules which may be adopted, any amendments to the foregoing, the rules of the Association, the membership register, books of account, copies of any plans, specifications, permits and warranties for any improvements located on the Common Areas, a current roster of all Members and their addresses and parcel identification numbers, a copy of all Association insurance policies, a copy of all contracts to which the Association is a party, a copy of all bids received for work in the preceding year and the minutes of meetings for the preceding seven (7) years of the Members, the Board, and committees.

**6.4.2 Rules for Inspection.** The Board shall establish reasonable rules with respect to:

**6.4.2.1** notice to be given to the custodian of the records;

**6.4.2.2** hours and days of the week when such an inspection may be made; and

**6.4.2.3** payment of the cost of reproducing copies of documents requested.

**6.4.3 Inspection By Directors.** Every director shall have the absolute right at any reasonable time to inspect all books, records, and documents of the Association and the physical properties owned or controlled by the Association. The right of inspection by a director includes the right to make a copy of relevant documents at the expense of the Association.

**6.5 Notices.** Unless otherwise provided in these By-Laws, all notices, demands, bills, statements, or other communications under these By-Laws shall be in writing and shall be deemed to have been duly given if delivered personally or if sent by United States mail, first class postage prepaid:

**6.5.1** if to a Member, at the address which the Member has designated in writing and filed with the Secretary or, if no such address has been designated, at the address of the Unit of such Member; or

**6.5.2** if to the Association, the Board of Directors, or the managing agent, at the principal office of the Association or the managing agent, if any, or at such other address as shall be designated by notice in writing to the Members pursuant to this Section.

**6.6 Amendment.**

**6.6.1 By Members Generally.** These Bylaws may be amended only by the affirmative vote or written consent, or any combination thereof, of Members representing two-thirds (2/3) of the total votes cast at a duly called meeting. Notwithstanding the above, the percentage of votes necessary to amend a specific clause shall not be less than the prescribed percentage of affirmative votes required for action to be taken under that clause.

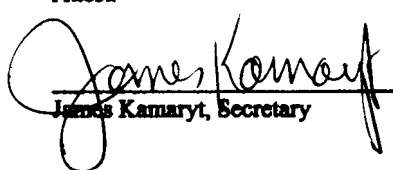
**6.6.2 Validity and Effective Date of Amendments.** Amendments to these Bylaws shall become effective upon recordation in the land records of Collier County, Florida, unless a later effective date is specified therein. In no event shall a change of conditions or circumstances operate to amend any provisions of these Bylaws.

If an Owner consents to any amendment to the Declaration or these By-Laws, it will be conclusively presumed that such Owner has the authority so to consent and no contrary provision in any Mortgage or contract between the Owner and a third party will affect the validity of such amendment.

IN WITNESS WHEREOF, the President has affixed his/her signature the day and year set forth below and hereby affirms that on the 13th day of March, 2008 at a duly called meeting of the Members at which a quorum was present, at least a majority of the Members of the Board of Directors and a majority of all voting interests of Crestview Villas at Heritage Greens Association, Inc. approved these Amended and Restated Bylaws.

  
Donna Stumpf, President

Attest:

  
James Kamaryt, Secretary