



GOEDE / ADAMCZYK / DeBOEST / CROSS

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April 25, 2019

**SENT VIA REGULAR U.S. MAIL**

Board of Directors  
Crestview Villas at Heritage Greens Association  
Attn: Michael Towns  
1016 Collier Center Way, Suite 102  
Naples, FL 34110

**RE: Crestview Villas at Heritage Greens Association  
Original and Recorded Certificate of Amendment**

Dear Board of Directors,

I am pleased to enclose the original and recorded copy of the Certificate of Amendment to the Amended and Restated Declaration of Protective Covenants, Restrictions and Easements for Crestview Villas at Heritage Greens. The Certificate was recorded on April 16, 2019 at Official Record Book 5618, Page 3218, Instrument # 5698828 in the Official Records of Collier County, Florida. Please retain the original and the recorded copies with the Association's corporate records.

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

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



Steven J. Adamczyk, Esq.  
For the Firm

SJA/lcs  
Enclosures: as stated above

Prepared by:  
Lee-Anne Bosch, Esq.  
**Goede, Adamczyk, DeBoest & Cross, PLLC**  
6609 Willow Park Drive, Second Floor  
Naples, Florida 34109  
(239) 331-5100

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

**I HEREBY CERTIFY** that the following amendments to the Declaration of Protective Covenants, Restrictions and Easements for Crestview Villas at Heritage Greens, were duly adopted by the membership of Crestview Villas at Heritage Greens Association, Inc., a Florida not for profit corporation (the "Association"), at the duly noticed Annual Members Meeting of the Association on the 21<sup>st</sup> day of March 2019. Said amendments were approved by a proper percentage of voting interests of the Association.

The Declaration of Protective Covenants, Restrictions and Easements for Crestview Villas at Heritage Greens being amended and the Collier County, Florida property subject to the Declaration, further described in "Exhibit "A" to the original Declaration of Condominium, is recorded at Official Records Book 2393, Page 554, *et. seq.*, of the Public Records of Collier County, Florida.

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*Additions are underlined*  
*Deletions are stricken through*

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**Section 3.1 and 3.1.9 of the Declaration are hereby amended as follows:**

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**3.1 Functions and Services.** The Association shall be the entity responsible for the management, maintenance, operation and control of the Crestview Recreation Area, pursuant to the Shared Use Agreement, and Common Structural Elements (less and except the Building Roofing). 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 control 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:

...

**3.1.9** Make additional improvements to the Crestview Recreation Area and Common Structural Elements (less and except the Building Roofing);

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**Section 8.1 of the Declaration is hereby amended as follows:**

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**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 the Building Roofing~~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 (except the Building Roofing) in continuous operation, except for reasonable periods as necessary to perform required maintenance or repairs.

...

Except as otherwise specifically provided herein, all costs associated with maintenance, repair and replacement of the Crestview Recreation Area and Common Structural Elements (except the Building Roofing) 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 the Declaration, other recorded covenants, or agreement with the owner(s) thereof.

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**Section 8.2 of the Declaration is hereby amended as follows:**

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**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, his/her portion of the Building Roofing ~~roof tiles~~, driveways, walkways and all interior surfaces within the Dwelling Unit (such as the surface of the walls, ceilings and floors) and maintain and repair the fixtures therein, including air conditioning equipment serving the Dwelling Unit. Owners shall be responsible for the maintenance and replacement of the 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.

The responsibility for replacing the his/her portion of the Building Roofing shall be the responsibility of each Owner. Either Owner can propose the replacement of the entire Building Roofing to the adjacent Owner at any time. If the adjacent Owner consents, the two Owners shall share in the cost of

replacement of the Building Roofing. If one of the adjacent Owners does not consent to the replacement of the entire Building Roofing, an Owner may replace just his/her portion of the Building Roofing if the Owner also installs a separating ridge structure along the dividing line of the Dwelling Unit, with prior approval by the ARC and permitted by Collier County. Once a separating ridge structure has been installed, all future maintenance, repair and replacement of the ridge structure shall be borne equally by both adjacent Owners.

**WITNESSES:**

**CRESTVIEW VILLAS AT HERITAGE  
GREENS ASSOCIATION, INC.,** a Florida not  
for profit corporation

Paula M Davis  
Signature of First Witness

PAULA M DAVIS  
(Print Name of First Witness)

Kelley Raymond  
Signature of Second Witness

Keiley Raymond  
(Print Name of Second Witness)

Suzanne Rivara  
By: Suzanne Rivara, as President

**STATE OF FLORIDA  
COUNTY OF COLLIER**

**I HEREBY CERTIFY** that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgements, personally appeared **Suzanne Rivara**, as President of Crestview Villas at Heritage Greens Association, Inc., who [ ☒ ] is personally known to me OR [ ☐ ] has produced her Driver License as identification and who executed the foregoing instrument and acknowledged before me that she executed the same.

**WITNESS** my hand and official seal in the County and State last aforesaid this 5<sup>th</sup> day of APRIL 2019.

(NOTARY STAMP/SEAL)

Irene H Harring (SEAL)  
Notary Public for the State of Florida  
Print Name: IRENE H HARRING  
My Commission Expires: GG 035264

