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Retn:  
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SECOND AMENDMENT to the declaration of covenants, conditions and restrictions for Heritage Greens.

Section 9 - Assessments:

Amendment to Section 9 of the declaration of covenants, conditions, and restrictions for Heritage Greens Community Association, Inc. by adding thereto the following condition as item 9.14

9.14 Resale Capital Contribution

AFTER the initial conveyance (or agreement for deed) of a lot or living unit from the Declarant or a developer to an end purchaser who is obligated to pay assessments pursuant to Section 9 of the Declaration, in any subsequent conveyance (or agreement for deed) the purchaser(s) of the lot or living unit shall pay, at the time of closing, a resale capital contribution in the amount of \$1,000.00 to the Heritage Greens Community Association, Inc. (Master Association).

The funds derived from resale capital contributions shall be the property of the Master Association and may be used at the discretion of the Board of Directors for any purpose permitted by the governing documents or Florida Law. The following conveyance (or agreement for deed) shall be exempt from paying a resale capital contribution:

- (i) by a co-owner to any person who was a co-owner immediately prior to such conveyance
- (ii) to a trustee or owner's spouse solely for estate planning or tax reasons
- (iii) occurring due to the death or legal incapacity of the owner
- (iv) to a mortgage holder, the Master Association or a neighborhood association pursuant to a foreclosure sale or deed in lieu of foreclosure

However, upon re-conveyance that occurs following the exempt conveyance described in (i) through (iv) above, the resale capital contribution shall be due and payable. The provision of this subsection 9.14 shall not apply to any sales contracts fully executed by the buyer and seller and submitted to the appropriate neighborhood association prior to the date that this amendment is adopted and approved by the membership. The obligation to pay the resale capital contribution shall be secured by a continuing lien as provided in Section 9.10 of this declaration.

CERTIFICATE OF AMENDMENT

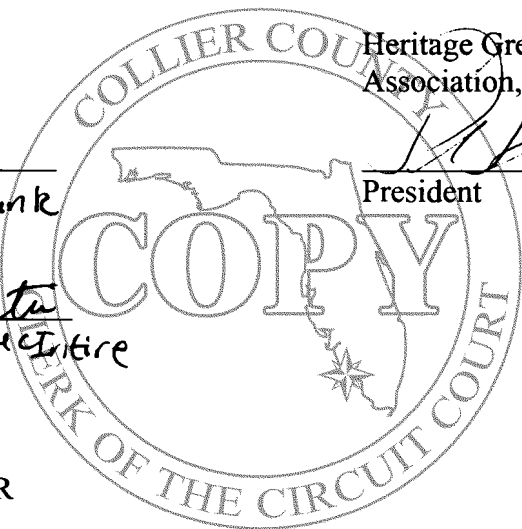
THE UNDERSIGNED, being the duly elected President of the Heritage Greens Community Association, Inc. a Florida not for profit corporation, does hereby certify that the Amendment attached as Exhibit A was approved by the requisite percentage of the members at a duly called meeting held on Nov. 28, 2006. The original declaration of covenants, conditions, and restrictions for Heritage Greens (n/k/a Heritage Greens Community Associations, Inc.) was recorded on August 6, 1997, in O.R. Book 2337, pages 0619 et seq, Public Records of Collier County, Florida and the First Amendment to the Declaration for Heritage Greens was recorded in O.R. Book 2420, Page 3034 et seq, on July 18, 1998 in Public Records of Collier County, Florida.

IN WITNESS WHEREOF, the undersigned has hereunto set his hand and the seal of the corporation.

Heritage Greens Community Association, Inc.  
 \_\_\_\_\_, PRES.  
 President

Vicki L. Frank  
 Witness Vicki L. Frank

Elizabeth M. Elute  
 Witness Elizabeth M. Elute



STATE OF FLORIDA  
COUNTY OF COLLIER

The foregoing instrument was acknowledge before me this 6 day of December 2006, by Paul Pachian, President of Heritage Greens Community Association, Inc. the Corporation described in the foregoing instrument, who is () personally known to me or ( ) who has produced \_\_\_\_\_ as identification.

Seal

Ludwig J. Abruzzo  
Notary Public

