

Prepared by and returned to:

Becker & Poliakoff, P.A.
James Robert Caves, III, Esquire
12140 Carissa Commerce Court, Suite 200
Fort Myers, FL 33966

CERTIFICATE OF AMENDMENT
AMENDED AND RESTATED DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS
FOR
HERITAGE POINTE

DECLARATIONS OF CONDOMINIUM
FOR
TERRACE I AT HERITAGE POINTE, A CONDOMINIUM
TERRACE II AT HERITAGE POINTE, A CONDOMINIUM
TERRACE III AT HERITAGE POINTE, A CONDOMINIUM
TERRACE IV AT HERITAGE POINTE, A CONDOMINIUM
TERRACE V AT HERITAGE POINTE, A CONDOMINIUM
TERRACE VI AT HERITAGE POINTE, A CONDOMINIUM

I HEREBY CERTIFY that the following amendments to the Declarations of Condominium of Terrace I at Heritage Pointe, a Condominium; Terrace II at Heritage Pointe, a Condominium; Terrace III at Heritage Pointe, a Condominium; Terrace IV at Heritage Pointe, a Condominium; Terrace V at Heritage Pointe, a Condominium; and Terrace VI at Heritage Pointe, a Condominium were duly adopted by the Association membership at the duly noticed Annual Members' Meeting of the Association on the 14th day of March 2023. Said amendments were approved by a proper percentage of voting interests of the Association. The Declaration of Condominium for Terrace I at Heritage Pointe, a Condominium, is recorded at O.R. Book 4126, Page 4368 *et seq.*; the Declaration of Condominium for Terrace II at Heritage Pointe, a Condominium, is recorded at O.R. Book 4216, Page 2147 *et seq.*; the Declaration of Condominium for Terrace III at Heritage Pointe, a Condominium, is recorded at O.R. Book 4416, Page 586 *et seq.*; the Declaration of Condominium for Terrace IV at Heritage Pointe, a Condominium, is recorded at O.R. Book 4477, Page 387 *et seq.*; the Declaration of Condominium for Terrace V at Heritage Pointe, a

Page 1 of 5

Condominium, is recorded at O.R. Book 4569, Page 3708 *et seq.*; the Declaration of Condominium for Terrace VI at Heritage Pointe, a Condominium, is recorded at O.R. Book 4781, Page 2771 *et seq.*; and the Declaration of Covenants, Conditions and Restrictions for Heritage Pointe is recorded at O.R. Book 4126, Page 4281 *et seq.*, all of the Public Records of Lee County, Florida. The Amended and Restated Declaration of Covenants, Conditions and Restrictions for Heritage Pointe is recorded at Instrument No. 2012000120166, of the Public Records of Lee County, Florida.

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

Amendments: **Article 13.3 of the Amended and Restated Declaration of Covenants, Conditions and Restrictions and Articles 15.3 and 15.5, Declarations of Condominium for Terraces I, II, III, IV, V and VI**

13. INSURANCE: RECONSTRUCTION AFTER CASUALTY.

(Section 13.1 and Section 13.2 Remain Unchanged)

13.3 Flood Insurance. ~~The Master Association may, in the discretion of the Board, shall use its best efforts to obtain and maintain flood insurance to cover buildings and any other property in designated hazard areas, if any, up to the full insurable value or maximum coverage available, for replacement value, less a commercially reasonable deductible as determined by the Board, and less foundation and excavation costs if determined by the Board. The Master Association will have discharged its responsibility to use its "best efforts" to obtain "adequate" flood insurance if it is able to purchase flood insurance up to the limits available through the National Flood Insurance Program (NFIP), or through any similar federally-sponsored or related program, or through private carriers with similar coverage, for premium rates that are generally commensurate with flood insurance premium rates for condominiums in the local area.~~

(Remainder of Article 13 Remains Unchanged)

* * * * *

15. INSURANCE. In order to adequately protect the Association and its members, insurance shall be carried and kept in force at all times in accordance with the following provisions:

(Section 15.1 and Section 15.2 Remain Unchanged)

15.3 Required Coverage. The Association shall maintain adequate insurance covering the buildings and other improvements on the condominium property that the Association is required to insure, as well as all association property, in such amounts, and with such deductibles, as is determined annually by the Board of Directors to be reasonable in the exercise of its good business judgment, such insurance to afford at least the following protection:

(A) **Property.** Loss or damage by fire, extended coverage (including windstorm), vandalism and malicious mischief, and other hazards covered by what is commonly known as an “all risk” property contract.

(B) **Liability.** Premises and operations liability for bodily injury and property damage in such limits of protection and with such coverage as are determined by the Board of Directors, with cross liability endorsement to cover liabilities of the unit owners as a group to a unit owner.

(C) **Automobile.** Automobile liability for bodily injury and property damage for owned and non-owned motor vehicles, in such limits of protection and with such coverage as may be determined by the Board of Directors.

(D) **Statutory Fidelity Bond.**

(E) **Flood.** The Association shall use its best efforts to obtain and maintain adequate flood insurance, for replacement value, less a commercially reasonable deductible as determined by the Board, and less foundation and excavation costs if determined by the Board. The Association will have discharged its responsibility to use its “best efforts” to obtain “adequate” flood insurance if it is able to purchase flood insurance up to the limits available through the National Flood Insurance Program (NFIP), or through any similar federally-sponsored or related program, or through private carriers with similar coverage, for premium rates that are generally commensurate with flood insurance premium rates for condominiums in the local area.

15.4 **Hazard Insurance.** Every hazard insurance policy issued or renewed on or after January 1, 2004, to protect the condominium shall provide primary coverage for:

(A) all portions of the condominium property located outside the units;

(B) the condominium property located inside the units as such property was initially installed, or replacements thereof of like kind and quality and in accordance with the original plans and specifications or, if the original plans and specifications are not available, as they existed at the time the unit was initially conveyed; and

(C) all portions of the condominium property for which the declaration of condominium requires coverage by the Association.

Anything to the contrary notwithstanding, the terms “condominium property,” “building,” “improvements,” “insurable improvements,” “common elements,” “association property,” or any other term found in the declaration of condominium which defines the scope of property or casualty insurance that a condominium association must obtain shall exclude all floor, wall, and ceiling coverings, electrical fixtures, appliances, air conditioner or heating equipment, water heaters, water filters, built-in cabinets and countertops, and window treatments, including curtains, drapes, blinds, hardware and similar window treatment components, or replacements of any of the

foregoing which are located within the boundaries of a unit and serve only one unit and all air conditioning compressors that service only an individual unit, whether or not located within the unit boundaries. Every hazard insurance policy issued or renewed on or after January 1, 2004, to an individual unit owner shall provide that the coverage afforded by such policy is excess over the amount recoverable under any other policy covering the same property. Each insurance policy issued to an individual unit owner providing such coverage shall be without rights of subrogation against the Association. All real or personal property located within the boundaries of the unit owner's unit which is excluded from the coverage provided by the Association as set forth above shall be insured by the individual unit owner.

15.5 **Optional Coverage.** The Association may purchase and carry other such insurance coverage as the Board of Directors may determine to be in the best interest of the Association and unit owners. Some of the more common options include:

- (A) ~~Flood insurance.~~
- ~~(B)~~—Broad Form Comprehensive General Liability Endorsement.
- (~~C~~ **B**) Directors and Officers Liability.
- (~~D~~ **C**) Medical Payments.
- (~~E~~ **D**) Leakage, seepage and wind-driven rain.
- (~~F~~ **E**) Endorsement for loss by operation of local ordinance.

(Remainder of Article 15 Remains Unchanged)

WITNESSES:
(TWO)

HERITAGE POINTE MASTER
ASSOCIATION, INC.

Valerie Hoover
Signature
Valerie Hoover
Printed Name

BY: Charlotte Creech
Charlotte Creech, President
Date: 4-19-23

Melissa J. Stanford
Signature
Melissa J. Stanford
Printed Name

(CORPORATE SEAL)

STATE OF Florida)
) SS:
COUNTY OF Lee)

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this 19 day of April 2023, by Charlotte Creech as President of **Heritage Pointe Master Association, Inc.**, a Florida Corporation, on behalf of the corporation. She is personally known to me or has produced (type of identification) _____ as identification.



Melissa J. Stanford
Notary Public
Melissa J. Stanford
Printed Name

My commission expires: February 29, 2024