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This Instrument Prepared By:
THOMAS E. MOOREY, Attorney At Law
Suite #105
1430 Royal Palm Square Boulevard
Fort Myers, Florida 33919



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FIRST AMENDMENT TO
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
THE VILLAS AT GATEWAY GREENS
(GATEWAY PHASE 19)

RECORD VERIFIED - CHARLE GREEN, CLERK
BY: G. SHERWOOD, D.C.

THIS FIRST AMENDMENT to Declaration of Covenants, Conditions and Restrictions for THE VILLAS AT GATEWAY GREENS (GATEWAY PHASE 19) is made this 5th day of MAY, 1995, by ROTTLUND HOMES OF FLORIDA, INC., a Florida corporation, (the "Declarant" or "Developer"), for itself and its successors, grantees and assigns.

PREMISES

(a) The Declaration of Covenants, Conditions and Restrictions for THE VILLAS AT GATEWAY GREENS (GATEWAY PHASE 19) was recorded in O.R. Book 2538, Page 0448, Public Records of Lee County, Florida, by ROTTLUND HOMES OF FLORIDA, INC., a Florida corporation.

(b) Section 14.3 of the Declaration of Covenants, Conditions and Restrictions for THE VILLAS AT GATEWAY GREENS (GATEWAY PHASE 19) provides for amendment of the Declaration by the Developer.

NOW, THEREFORE, Declarant/Developer hereby amends the aforesaid Declaration as follows:

AMENDMENTS

1. Paragraphs 8 and 9 on Pages 19 through 22 of the Declaration of Covenants, Conditions and Restrictions for THE

VILLAS AT GATEWAY GREENS (GATEWAY PHASE 19) are hereby removed and of no force and effect and replaced in their entirety by the following:

8. INSURANCE OF LIVING UNITS; RECONSTRUCTION AFTER CASUALTY.

8.1 Duty to Insure and to Reconstruct. Each owner shall at all times maintain casualty insurance on his Living Unit and all other insurable improvements in an amount equal to the full replacement cost thereof. If any Living Unit or other improvements located on any Lot are destroyed or damaged as a result of fire, windstorm, flood, tornado, hurricane or other casualty, the owner of such improvements shall cause repair or replacement to be commenced within ninety (90) days from the date that such damage or destruction occurred, and to complete the repair or replacement within nine (9) months thereafter. All such repairs or replacements must restore the improvements to substantially their original character, design and condition, shall utilize and conform with the original foundation and boundary of the original improvements unless otherwise approved by the DRC, and shall be structurally compatible with any adjoining improvements which share a party wall as that phase is defined in Section 18 below.

8.2 Failure to Reconstruct. If the owner of any Living Unit fails to commence or complete construction to repair or replace any damaged or destroyed improvements within the time periods provided for in Section 8.1 above, then the Association shall be deemed to have been granted the right by the owner to commence and/or complete the repairs sufficient to substantially restore the improvements to their original condition, according to the plans and specifications of the original improvements. In the event the Association exercises the rights afforded to it by this section, the owner of the Living Unit shall be deemed to have assigned to the Association any right the owner may have to insurance proceeds that may be available to the owner arising from the damage or destruction of the improvements. The Association shall have the right to recover any costs not paid by insurance from the owner of the Living Unit and shall have a lien on the Living Unit to secure payment.

8.3 Association as Co-Insured. For the purpose of this Section 8, each owner of a Lot within the Neighborhood agrees that the Association shall be named as a

co-insured under any hazard and/or flood insurance policy relating to a Living Unit and improvements constructed thereon. Further, the Association may require that all such policies be in an amount sufficient to finance the repair or replacement of the improvements, taking into account local construction costs and property values as they may from time to time exist. In the event that an owner refuses to maintain such insurance coverage deemed reasonably necessary by the Association, or if the owner allows the required insurance coverage to lapse, or for some other reason causes the same to become ineffective, the Association may purchase whatever coverage it deems reasonably necessary for the Association's benefit and the cost incurred by the Association, together with interest, reasonable attorney fees and costs of collection, shall become due and payable by the owner immediately upon the Association's notification to the owner in writing that it has procured such insurance.

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8.4 Association as Agent. For the purpose of performing the duties and functions authorized by this Section 8, the Association, through its duly authorized agents and employees shall have the right, after reasonable notice to the owner, to enter upon the Lot at reasonable hours and perform such duties.

9. INSURANCE OF BUILDINGS AND IMPROVEMENTS; COMMON AREAS.

9.1 Duty and Authority to Obtain. The Board of Directors shall obtain and maintain in force and effect at all times the insurance coverage which it is required to carry, and may obtain and maintain in force and effect any or all of such other or additional insurance coverage as it is authorized to carry and deems necessary. The premiums shall be a common expense. The name of the insured shall be the Association as agent for the owners without naming them, and their mortgagees.

9.2 Required Coverage. The Association shall maintain adequate liability and casualty insurance covering all buildings and insurable improvements within or on the Common Areas, in an amount equal to the full insurable replacement value thereof, as determined annually by the Board of Directors; such insurance to afford protection against:

A. Casualty. 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 shall be required by the Board of Directors, with cross liability endorsement to cover liabilities of the owners as a group to any single owner.

C. Workers Compensation. In compliance with Florida law.

9.3 Optional Coverage. The Association may purchase and maintain such other insurance coverage as the Board of Directors may determine to be in the best interest of the Association and the owners.

9.4 Description of Coverage. A detailed summary of the coverages included in the master policies, and copies of said master policies shall be available for inspection by owners upon reasonable request.

9.5 Waiver of Subrogation. If available and where applicable, the Board of Directors shall endeavor to obtain insurance policies which provide that the insurer waives its right to subrogation as to any claim against the Association, owners or their respective servants, agents or guests, except for any claim based upon gross negligence evidencing reckless, willful or wanton disregard for life or property.

9.6 Insurance Proceeds. All insurance policies purchased by the Association shall be for the benefit of the Association and all proceeds shall be payable to the Association.

9.7 Distribution of Proceeds. Proceeds of insurance received by the Association shall be used to defray the cost of repair or reconstruction. Any proceeds remaining after defraying costs shall become part of the common surplus.

9.8 Association as Agent. The Association is hereby irrevocably appointed as agent for each owner to adjust all claims arising under insurance policies purchased by the Association for damage or loss to the Living Units.

2. The Declaration of Covenants, Conditions and Restrictions for THE VILLAS AT GATEWAY GREENS (GATEWAY PHASE 19) are further hereby amended by adding a new Section 18 as follows:

18. PARTY WALLS.

18.1 Definition. Each wall which is built as part of the original construction of the Living Unit within the Neighborhood and placed on the dividing line between the Lots shall constitute a party wall, and to the extent not inconsistent with the provisions of this Section 18, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

18.2 Cost of Repairs. The cost of reasonable repair and maintenance of a party wall shall be shared by the owners who make use of the wall in proportion to such use.

18.3 Destruction by Fire or Other Casualty. If a party wall is destroyed or damaged by fire or other casualty, any owner who has used the wall may restore it, and if the other owner(s) thereafter makes use of the wall, said other owner shall contribute to the cost of restoration thereof in proportion to such use, without prejudice however, to the right of any such owner(s) to call for a larger contribution from the other under any rule of law regarding liability for negligent or willful acts or omissions. This paragraph shall be deemed to be in addition to, and not in lieu of or to the exclusion of, the rights of the Association under Section 8 above.

18.4 Weatherproofing. Notwithstanding any other provision of this Section 18, an owner who by his negligent or willful act causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

18.5 Contribution. The right of any owner to contribution from any other owner(s) under this Section 18 shall be appurtenant to the land and shall pass to such owner's successors in title.

18.6 Binding Arbitration. In the event of any dispute arising concerning a party wall, such dispute shall be submitted to arbitration. Each party shall select an arbitrator and the arbitrators shall select one additional

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arbitrator. The decisions of a majority of the arbitrators shall bind the parties.

IN WITNESS WHEREOF, Declarant/Developer has executed this First Amendment to Declaration of Covenants, Conditions and Restrictions for THE VILLAS AT GATEWAY GREENS (GATEWAY PHASE 19) on the day and year first above written.

Jodie K. Lawrence
Witness

ROTTLUND HOMES OF FLORIDA, INC.,
a Florida corporation

[Signature]
Witness

[Signature]
ROBERT J. GLEASON, President

STATE OF FLORIDA

COUNTY OF LEE

The foregoing instrument was acknowledged before me this 5th day of MAY, 199 5, by ROBERT J. GLEASON as President of ROTTLUND HOMES OF FLORIDA, INC., a Florida corporation, on behalf of said corporation, (who is personally known to me or who has produced N/A as identification.

Jodie K. Lawrence

Notary Public
JODIE K. LAWRENCE
MY COMM EXP. 2-7-96
BONDED BY SERVICE BNS CO
NO. CC176766

My Commission Expires:



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CHARLIE GREEN LEE CITY FL
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