

1050R

**CERTIFICATE OF AMENDMENT
TO THE
DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS
FOR
THE COTTAGES AT GATEWAY GREENS**

INSTR # 4810375 OR BK 3218 PG 4480 RECD 02/09/00 03:33 PM
CHARLIE GREEN, CLERK OF COURT, LEE COUNTY
DEPUTY CLERK K CARTWRIGHT

WE HEREBY CERTIFY THAT, the Amendment to the Declaration of Covenants, Conditions and Restrictions set out herein and made a part hereof (said Declaration being recorded in Official Records Book 2631, at Page 3467, et. seq., of the Public Records of Lee County, Florida) was approved by at least two-thirds (2/3rds) of the membership of The Cottages at Gateway Greens Homeowners Association, Inc. at a duly called meeting of the Association members on January 24, 2000, and that as a result of the foregoing, and proper notice having been given, said amendment has been duly adopted.

(Note: Underlined language is added and crossed through language is deleted).

SECTION 6.7(A) OF THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS ENTITLED "GARAGES AND LIVING UNITS" SHALL BE AMENDED AS FOLLOWS:

(A) **Garages and Living Units.** Each Living Unit constructed on a Lot has or shall have an attached garage. Each garage has been assigned to the exclusive use of the Lot and Living Unit to which it is attached. The exterior surfaces of the garages and Living Units will be maintained by the ~~Association~~ Owner of the Living Unit and the cost of such maintenance shall be ~~a common~~ an Owner expense. In addition, ~~The~~ interior of the garages or Living Units shall be the responsibility of the Owners.

SECTION 7.3 OF THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS ENTITLED "MAINTENANCE OF LIVING UNITS" SHALL BE AMENDED AS FOLLOWS:

7.3 **Maintenance of Living Units.** ~~The Association~~ The Owner of a Living Unit shall be responsible for pressure cleaning and repainting of the exterior of the Living Units and pressure cleaning of the roofs. The cost of such maintenance shall be ~~a common~~ an Owner expense. In addition, ~~The~~ Owner of each Living Unit shall maintain, repair and replace, at his own expense, all portions of his Living Unit except those portions specifically required to be maintained, repaired and replaced by the Association. By way of illustration and not limitation, the Owner's responsibility shall include general maintenance and upkeep of the roof and building, windows, glass and screens, doors, door and window hardware and locks, replacement of light bulbs, etc. The Owner is also responsible for all wiring, plumbing and electrical or mechanical equipment or fixtures which serve only his Lot and Living Unit. The Owner's responsibility shall be to keep the appearance of the Living Unit and all related improvements in a condition comparable to that when they were new, reasonable wear and tear excepted.

IN WITNESS WHEREOF, we have hereunto affixed our hands and the seal of said corporation, this 7 day of February, 2000.

THE COTTAGES AT GATEWAY GREENS HOMEOWNERS ASSOCIATION, INC.

By: _____

[Handwritten Signature]

Print Name: _____

Gerald B. Klein^{President}

Attest: _____

[Handwritten Signature]

Print Name: _____

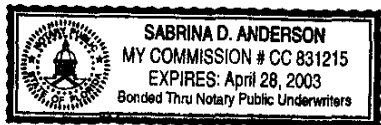
William S. Lutz, Secretary

STATE OF FLORIDA)

)SS:

COUNTY OF LEE)

The foregoing instrument was acknowledged before me this 7 day of February, 2000, by Gerald Kline, President of The Cottages at Gateway Greens Homeowners Association, Inc., a non-profit Florida corporation, on behalf of the corporation. He/She is personally known to me or has produced _____ as identification and did not take an oath.



Sabrina D. Anderson
Signature of Notary Public

Sabrina D. Anderson
(Print, type or stamp commissioned name of Notary Public)

Commission No: _____

This Instrument prepared by:
Christopher J. Shields, Esq.
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