



INST # 5686349 Official Records BK 04082 PG 1396 RECORDED 10/06/2003 07:46:59 AM  
CHARLIE GREEN, CLERK OF COURT, LEE COUNTY  
DEPUTY CLERK P Johnston

**CERTIFICATE OF AMENDMENT**

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS**

**THE VILLAS AT GATEWAY GREENS  
(GATEWAY PHASE 19)**

**BYLAWS**

**THE VILLAS AT GATEWAY GREENS HOMEOWNERS ASSOCIATION, INC.**

I HEREBY CERTIFY that the following amendments to the Declaration of Covenants, Conditions and Restrictions of The Villas at Gateway Greens (Gateway Phase 19) and the amendments to the Bylaws of The Villas at Gateway Greens Homeowners Association, Inc. were duly adopted by the Association membership at the duly noticed annual members' meeting of the Association on the 27th day of January, 2003. Said amendments were approved by a proper percentage of voting interests of the Association. The Declaration of Covenants, Conditions and Restrictions is recorded at O.R. Book 2538, Pages 0448 et seq., of the Public Records of Lee County, Florida.

The Property encompassed by the Declaration of Covenants, Conditions and Restrictions is described at Plat Book 55, Pages 73-79 of the Lee County Public Records.

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

**Amendment No. 1: Article 6.7(A), Declaration of Covenants, Conditions and Restrictions**

**6. PROPERTY RIGHTS AND EASEMENTS**

(Sections 6.1 through 6.6 Unchanged)

**6.7 Limited Common Areas.** Certain Common Areas are designated as Limited Common Areas reserved for the use of a particular Lot or Lots, to the exclusion of the other Lots. The Limited Common Areas and the Lots to which their exclusive use has been assigned are as described in this Declaration and as further identified in Exhibit "B" to this Declaration. The following Common Areas are hereby designated as Limited Common Areas:

**A. Garages.** Each Living Unit constructed on a Lot has or shall have an attached one (1) car garage. Each garage has been assigned to the exclusive use of the Lot and Living Unit to which it is attached. No Lot or Living Unit may be assigned or acquire the use of more than one garage. The maintenance and repair of the exterior surfaces of the garages will be the responsibility of the Owner of the Living Unit to which the garage is attached; provided, however that the Association shall repaint each garage, including the garage door at such time as

~~the exterior of the Living Units are painted at scheduled intervals determined by the Board, and the cost of such repainting shall be a common expense, maintained by the Association and the cost of such maintenance shall be a common expense. The interior of the garages shall be the responsibility of the Owners.~~

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**Amendment No. 2: Article 6.7(B), Declaration of Covenants, Conditions and Restrictions**

**6. PROPERTY RIGHTS AND EASEMENTS**

(Sections 6.1 through 6.6 Unchanged)

**6.7 Limited Common Areas.** Certain Common Areas are designated as Limited Common Areas reserved for the use of a particular Lot or Lots, to the exclusion of the other Lots. The Limited Common Areas and the Lots to which their exclusive use has been assigned are as described in this Declaration and as further identified in Exhibit "B" to this Declaration. The following Common Areas are hereby designated as Limited Common Areas:

**D. Driveways and Walkways.** Any driveways and walkways which exclusively serve particular Living Units are Limited Common Areas for the exclusive use of the Living Units which they serve. The maintenance, repair and replacement thereof shall be the responsibility of the Owner. ~~Association and shall be a common expense.~~

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**Amendment No. 3: Article 6.7(D), Declaration of Covenants, Conditions and Restrictions**

**6. PROPERTY RIGHTS AND EASEMENTS**

(Sections 6.1 through 6.6 Unchanged)

**6.7 Limited Common Areas.** Certain Common Areas are designated as Limited Common Areas reserved for the use of a particular Lot or Lots, to the exclusion of the other Lots. The Limited Common Areas and the Lots to which their exclusive use has been assigned are as described in this Declaration and as further identified in Exhibit "B" to this Declaration. The following Common Areas are hereby designated as Limited Common Areas:

**D. Lanais.** Any lanais attached to and exclusively serving Living Units shall be Limited Common Areas. The Owner shall be responsible for day-to-day cleaning and care, but all painting and maintenance of the exterior surfaces and structures of the buildings shall be the responsibility of the Association and shall be a common expense. No lanai may be carpeted, covered or enclosed in any way without the prior written approval of the Board of Directors of the Association. The maintenance, repair, replacement and insurance of such approved

carpeting, covering or enclosure shall be the responsibility of the Owner. The maintenance, repair and painting of the lanai floor shall be the responsibility of the Owner. No carpeting of any kind or description may be installed over concrete floors exposed to the elements.

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**Amendment No. 4: Article 1.1, Bylaws**

**1. GENERAL.** These are the Bylaws of **THE VILLAS AT GATEWAY GREENS HOMEOWNERS ASSOCIATION, INC.** (the "Association"), a corporation not for profit organized under the laws of the State of Florida for the purpose of serving as a residential neighborhood homeowners association as provided in the Articles of Incorporation.

**1.1 Principal Office.** The initial principal office of the Association shall ~~be located at 17595 S. Tamiami Trail, Suite 106, Fort Myers, Florida 33908~~ be located at the Association's management company's office, as designated by the Board of Directors, or, and shall subsequently be at such other location as the Board of Directors may designate.

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**Amendment No. 5: Article 4.2, Bylaws**

**4. BOARD OF DIRECTORS.** The administration of the affairs of the Association shall be by a Board of Directors. All powers and duties granted to the Association by law, as modified and explained in the Declaration, Articles of Incorporation, and these Bylaws, shall be exercised by the Board, subject to approval or consent of the Lot owners only when such is specifically required.

(Section 4.1 Unchanged)

**4.2 Qualifications.** ~~Except for Directors appointed by the Declarant, e~~Each Director must be a member or the spouse of a member. No person shall be elected or appointed for successive terms totaling more than four (4) years, unless there occurs a hiatus of at least two (2) years between terms. Initial terms of appointment for less than one (1) year shall be excluded from consideration in determining the total number of years served.

WITNESSES:  
(TWO)

THE VILLAS AT GATEWAY GREENS  
HOMEOWNERS ASSOCIATION, INC.

Don Redding

Signature

Don Redding

Printed Name

Shirley Hiers

Signature

Shirley Hiers

Printed Name

BY: Mary Mills

Mary Mills, President

Date: Sept 23, 2003

(CORPORATE SEAL)

STATE OF FLORIDA        )  
  ) SS:  
COUNTY OF LEE         )

The foregoing instrument was acknowledged before me this 23rd day of Sept, 2003 by Mary Mills as President of The Villas at Gateway Greens Homeowners Association, Inc., a Florida Corporation, on behalf of the corporation. She is personally known to me or has produced (type of identification) Fl. Driver License as identification and did take an oath.

Shirley Hiers  
Notary Public  
Shirley Hiers  
Printed Name

My commission expires: Oct 4, 2004

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