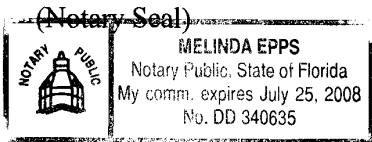


STATE OF FLORIDA)
)SS:
COUNTY OF LEE)

The foregoing instrument was acknowledged before me this 15 day of September, 2007, by Mary Mills, President of **THE VILLAS 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 FH DW as identification and did not take an oath.



Melinda Epps
Signature of Notary Public
Melinda Epps

(Print, type or stamp commissioned name of Notary Public)

Commission No: _____

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

(New text is identified in **bold and is underlined** and
deleted text is evidenced by a ~~strikethrough~~)

6. PROPERTY RIGHTS AND EASEMENTS

6.7 Limited Common Areas.

A. **Garages.** Each Living Unit constructed on a Lot has or shall have an attached ~~one (1)~~ **two (2)** 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 Association shall paint and repaint the exterior of each Living Unit and the exterior of each garage.** The maintenance, ~~and repair, and replacement~~ 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.~~

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 painting of his/her lanai floor. The Association shall paint and repaint: (1) the lanai's interior walls and ceiling and (2) any exterior lanai walls.** 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.

E. **Privacy Walls or Fences.** ~~Developer may erect privacy walls or fences on the Common Areas between certain Lots, or between certain Lots and the recreational facilities. The use of the privacy walls or fences shall be limited to the Owners of the Lot or Lots which it serves. The general maintenance of the privacy walls or fences shall be the responsibility of the Owners of the Living Unit or Living Units which it serves. Repainting or major repair of the privacy walls or fences shall be the responsibility of the Association and the expense shall be a common expense.~~

7. MAINTENANCE AND IMPROVEMENTS.

7.3 Maintenance of Living Units. The Association shall be responsible for ~~pressure cleaning and repainting~~ the exteriors of each Living Unit and garage. The Association shall also pressure clean sidewalks and driveways. These costs of such maintenance shall be a common expense. The Owner of each Living Unit shall maintain, repair and replace, at his own expense, all other 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, repair and replacement 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. The Owner shall be responsible for keeping the exterior surfaces of the Living Unit, including the roof, clean and free of dirt, stains or discoloration. The Association shall paint and repaint each Living Unit's building exterior in a manner and under a schedule as determined by the Board.

17.8 Contractors. Owners are required to use only properly licensed and insured contractors and subcontractors. Prior to the commencement of any work on any Limited Common Area, each owner shall be required to submit the name of the contractor and a Certificate of Insurance to the Association evidencing that the contractor has liability coverage and a Certificate of Workers' Compensation Insurance.

17.9 Indemnification. Both the contractor and the owner are required to indemnify the Association against loss or damage to the Association's Common Area property as well as any property for which the Association is responsible to maintain, repair and/or replace if any damage is caused to this property by the owner, owner's contractor or the contractor's employees or subcontractors.

18. PARTY WALLS AND ROOFS

18.1 Definition. Each shared roof and party 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.

A. Party Wall. The cost of maintenance, repair and replacement of any party wall shall be borne by the Owners who make use of the party wall and such cost and expense shall be borne equally by such owners unless the damage was directly caused by or resulted from one owner's actions or conduct or the action or conduct of such owner's family, guests or invitees.

B. Shared Roof. The cost of maintenance, repair and replacement of a shared roof shall be borne equally by the Owners of the Living Units who share a roof; except to the extent that any maintenance or repair which may only affect one-half (1/2) in duplex units and one-quarter (1/4) in four-plex units or a section of the roof, then such Owner whose portion of the roof is affected shall be responsible for the entire cost associated with such maintenance or repair.

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

18.6 Binding Arbitration. In the event of any dispute arising concerning a party wall **or a shared roof**, such dispute shall be submitted to arbitration. Each party shall select an arbitrator and the arbitrator shall select one additional arbitrator. The decisions of a majority of the arbitrators shall bind the parties. **The prevailing party in an arbitration action shall be entitled to recover reasonable attorneys' fees and costs.**

F:\WPDATA\CJS\FORMS\CONDO\Amendment\VILLAS @ GATEWAY GREENS.AMENDMENT TO DEC.SEC 6 7 17 & 18.wpd.