

## CERTIFICATE OF AMENDMENT

### SECOND AMENDED AND RESTATED DECLARATION OF CLUB MEMBERSHIP AND PROTECTIVE COVENANTS FOR CALLAWAY GREENS

I HEREBY CERTIFY that the following amendment to the Second Amended and Restated Declaration of Club Membership and Protective Covenants for Callaway Greens were duly adopted by the Association membership at the duly noticed Special Meeting of the Membership of the Association on the 13<sup>th</sup> day of November, 2006. Said amendment was approved by a proper percentage of voting interests of the Association. The original Declaration of Club Membership and Protective Covenants is recorded at O.R. Book 2741, Pages 1911 et seq., of the Public Records of Lee County, Florida. The Amended and Restated Declaration of Club Membership and Protective Covenants is recorded at O.R. Book 2785, Pages 2157 et seq., of the Public Records of Lee County, Florida. The Second Amended and Restated Declaration of Club Membership and Protective Covenants is recorded at O.R. Book 4751, Pages 2640 et seq., of the Public Records of Lee County, Florida.

The property subject to the Declaration of Club Membership and Protective Covenants is also described as Gateway Phase 22 Plat, according to the plat thereof recorded in Plat Book 58, Pages 76 – 80, inclusive, of the Public Records of Lee County, Florida, and Gateway Phase 22 A, a re-plat of lots 20 through 38, Block B and Lots 14 through 23 of Block C of Gateway Phase 22, as recorded in Plat Book 61, Pages 69 – 71, inclusive, of the Public Records of Lee County, Florida.

Additions indicated by underlining.

Deletions indicated by ~~striking through~~.

#### ARTICLE 6 MAINTENANCE OF PROPERTY

(Section 6.1 Remains Unchanged)

**Section 6.2 Maintenance by Association.** The Association shall maintain and keep in good repair the Common Property. Such maintenance will be funded as hereinafter provided. Each Owner hereby grants to the Association and its assigns a non-exclusive easement to access the Common Property for the purpose of performing maintenance hereunder.

The Association may contract with any Person for the management of all or part of the Property for purposes of carrying out all or a portion of the maintenance services provided for in the Declaration.

In the event the Association shall fail to carry out any of its maintenance activities hereunder, then any aggrieved Owner(s) or the Master Association may seek to specifically enforce the provisions of this Declaration subject to the terms and provisions hereof.

6.2.1 The Association's maintenance responsibility to the Homes shall be limited to (a) periodic landscape maintenance including lawn maintenance, tree and shrubbery pruning,

fertilizing, weed and insect control, mulching and replacement of sprinkler heads damaged during landscape maintenance, all irrigation maintenance repairs above ground to include sprinkler heads, time clocks and below ground valves, excluding resetting time clocks due to power interruptions and line breaks, and (b) exterior pressure cleaning of structures and roofs, exclusive of roofs, driveways, parking areas, walkways and patios. The Association does not assume any responsibility for replacement of trees, shrubbery, landscape, roofs, driveways, walkways or improvements on structures on a Lot. In the event of a major storm that does extensive damage to the trees throughout the neighborhood, the Board, in its sole discretion, may decide to use Association funds to upright overturned trees and/or remove trees damaged beyond rejuvenation.

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WITNESSES:  
(TWO)

CALLAWAY GREENS HOMEOWNERS  
ASSOCIATION, INC.

Carolyn Schamberger  
Signature  
Carolyn Schamberger  
Printed Name

BY: Susan Delihias  
Susan Delihias, President

Date: 12/17/07

Robin Gusspe  
Signature  
Robin Gusspe  
Printed Name

(CORPORATE SEAL)



STATE OF Florida )  
COUNTY OF Lee ) SS:

The foregoing instrument was acknowledged before me this 17<sup>th</sup> day of December 2007 by Susan Delihias as President of Callaway Greens Homeowners Association, Inc., a Florida Corporation, on behalf of the corporation. She is personally known to me or has produced (type of identification) \_\_\_\_\_ as identification.

Jeanne Roedding  
Notary Public  
Jeanne Roedding  
Printed Name

My commission expires: \_\_\_\_\_

FTM\_DB: 372198\_2

NOTARY PUBLIC-STATE OF FLORIDA  
**Jeanne Roedding**  
Commission # DD378280  
Expires: DEC. 09, 2008  
Bonded Thru Atlantic Bonding Co., Inc.