

This instrument prepared by:
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**CERTIFICATE OF AMENDMENT
TO THE
DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS FOR THE VILLAS AT GATEWAY GREENS
(GATEWAY PHASE 19)**

THE UNDERSIGNED, being duly elected and acting President and Secretary, respectively, of *THE VILLAS AT GATEWAY GREENS HOMEOWNERS ASSOCIATION, INC.*, a Florida corporation not-for-profit, do hereby certify that all the resolutions set forth below were approved, evidenced by a written statement or ballot manifesting their intention that such amendments be adopted. The resolutions were approved and adopted by the votes indicated for the purposes of amending the Declaration of Covenants, Conditions and Restrictions for THE VILLAS AT GATEWAY GREENS (GATEWAY PHASE 19), as recorded in Official Records Book 2538, Pages 0448 et seq., in the Public Records of Lee County, Florida.

1. The following resolution was approved by a positive vote of two-thirds (2/3rds) of the membership present, in person or by proxy.

RESOLVED: That the Declaration of Covenants, Conditions and Restrictions for *THE VILLAS AT GATEWAY GREENS HOMEOWNERS ASSOCIATION, INC.* be and are hereby amended, and the Amendment is adopted in the form attached hereto as Exhibit "A", and made a part hereof; and

RESOLVED: That the officers and directors are hereby instructed and authorized to execute the aforementioned documents and cause them to be filed of public record, together with a Certificate of Amendment.

Dated this 10 day of APRIL, 2013.

WITNESS #1:

Matthew Kline
Printed Name of Witness

THE VILLAS AT GATEWAY GREENS
HOMEOWNERS ASSOCIATION, INC.

By: Mark J. Conrad
Print Name: MARK J CONRADT
Title: President

WITNESS #2:

[Signature]

Sarah Upton-Davies

Printed Name of Witness

ATTEST:

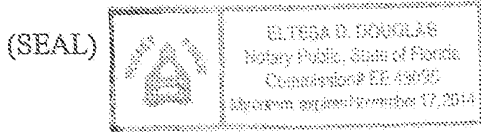
By: [Signature]

Print Name: EDWARD L. BARAN

Title: Secretary

STATE OF FLORIDA)
COUNTY OF LEE)

The foregoing instrument was acknowledged before me this 10th day of April, 2013, by Mark S. Conrath, 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 Florida License, as identification and did not take an oath.



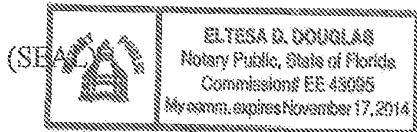
[Signature]

Notary Public
Eltesa D. Douglas

Printed Name of Notary

STATE OF FLORIDA)
COUNTY OF LEE)

The foregoing instrument was acknowledged before me this 10th day of April, 2013, by Edward L. Baran, Secretary 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 Florida License, as identification and did not take an oath.



[Signature]

Notary Public
Eltesa D. Douglas

Printed Name of Notary

EXHIBIT "A"

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

The Declaration of Covenants, Conditions And Restrictions for The Villas at Gateway Greens ("Declaration") shall be amended as follows (otherwise, all other provisions shall remain the same):

(New text is identified in underline and deleted text is evidenced by a strikethrough)

6. PROPERTY RIGHTS AND EASEMENTS

6.7 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 painting of his/her lanai floor. The Association shall paint and repaint: (1) the lanai's interior walls and ceiling unless the lanai has been permanently enclosed so as not to be exposed to the elements, 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. No carpeting of any kind or description may be installed over concrete floors exposed to the elements.

7. MAINTENANCE AND IMPROVEMENTS

7.3 Maintenance of Living Units. The Association shall be responsible for repainting the exteriors of each Living Unit and garage. ~~The Association shall also its applicable limited common areas, cleaning the roofs of each Living Unit and~~ pressure cleaning sidewalks, and driveways. The cost of such maintenance shall be a common expense. The Association shall perform these responsibilities for each Living Unit's building exterior in a manner consistent with written specifications set forth and under a schedule as determined by the Board.

The Owner of each Living Unit shall maintain, repair and replace, at his own expense, all other portions of his Living Unit. By way of illustration and not limitation, the Owner's responsibility shall include maintenance 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. GENERAL PROVISIONS

17.10 Any contract executed by the Association shall contain a Scope of Work and written specifications describing the work that is to be undertaken, the type and quality of the materials to be used, and the methods of repair, installation and construction.

17.11 The Association shall only use properly licensed and insured contractors and subcontractors. The use of subcontractors must be approved in writing by the Board of Directors. No work shall be performed by any Contractor on any Living Unit or its Limited Common Areas until the Association has received the name and license number of the contractor, a fully executed contract, and certificates evidencing that the contractor has both Liability and Workers' Compensation coverage.

17.12 The Association's contractor is required to indemnify owners and the Association against loss or damage to Living Units, Limited Common Areas and Common Areas as well as any property for which the Association is responsible to maintain, repair and/or replace if any damage is caused by the Association's contractor or the contractor's employees or subcontractors.