

This instrument prepared by:
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PAVESE LAW FIRM
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Fort Myers, Florida 33901
(239) 334-2195

**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 of **THE VILLAS AT GATEWAY GREENS HOMEOWNERS ASSOCIATION, INC.**, a Florida corporation not-for-profit, do hereby certify that the amendment set forth below was approved, as evidenced by a written statement or ballot manifesting the intention that such amendment be adopted. The amendment was 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, originally recorded in Official Records Book 2538, Page 0448, *et seq.*, and as may have been subsequently amended, in the Public Records of Lee County, Florida.

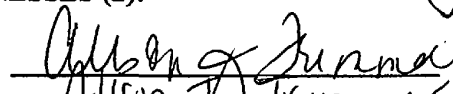

The following amendment was approved by the affirmative vote of at least two-thirds (2/3) of the voting interests present and voting, in person or by proxy, at a duly noticed special meeting of the Association:

RESOLVED: That the Declaration of Covenants, Conditions and Restrictions for The Villas at Gateway Greens, be, and hereby is, amended, and the amendment to the Declaration of Covenants, Conditions and Restrictions for The Villas at Gateway Greens, is adopted in the form attached hereto as **Exhibit "A"** and made a part hereof; and

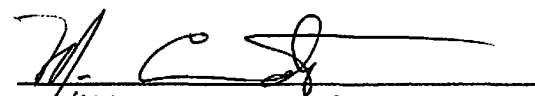
RESOLVED: That the Officers and Directors are hereby instructed and authorized to execute the aforementioned document and cause it to be filed of public record, together with a Certificate of Amendment.

Dated this 29th day of May, 2015.

WITNESSES (2):

Sign: 
Print: Allison J. Trimmer
Sign: 
Print: Matthew Kim

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

Sign: 
Print: MARK CONTRAST
Title: President

WITNESSES (2):

Sign: Alison Trimmer
Print: Alison B Trimmer

Sign: MKL
Print: Matthew Kline

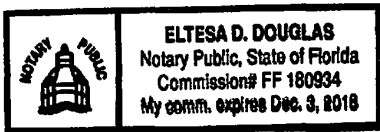
ATTEST:

Sign: Penny D Messerknecht
Print: Penny D. Messerknecht
Title: Secretary

STATE OF FLORIDA
COUNTY OF LEE

THE FOREGOING INSTRUMENT was acknowledged before me this 29th day of May, 2015, by Mark Conrath, President of The Villas at Gateway Greens Homeowners Association, Inc., who (check one): is personally known to me OR produced Florida Drivers License as identification.

(Notary Seal/Stamp)



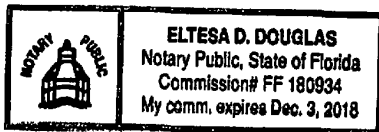
Notary Public - State of Florida

Sign: Eltesa D. Douglas
Print: Eltesa D. Douglas
My Commission Expires: 12/3/18

STATE OF FLORIDA
COUNTY OF LEE

THE FOREGOING INSTRUMENT was acknowledged before me this 29th day of May, 2015, by Penny Messerknecht, Secretary of The Villas at Gateway Greens Homeowners Association, Inc., who (check one): is personally known to me OR produced Florida Drivers License as identification.

(Notary Seal/Stamp)



Notary Public - State of Florida

Sign: Eltesa D. Douglas
Print: Eltesa D. Douglas
My Commission Expires: 12/3/18

EXHIBIT "A"

**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 shall be amended as follows (otherwise, all other provisions shall remain the same):

Note: Language to be added is underlined. Language to be deleted is ~~struck through~~.

* * * * *

18. PARTY WALLS AND SHARED ROOFS

18.1 Definitions.

A. Party Wall. ~~Each shared roof and~~ A party wall is a 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.

B. Shared Roof. A shared roof is the entire roof for each building, whether a duplex unit or four-plex unit, as applicable, and each Living Unit within the building shall be understood and deemed to share in the entire roof for the building.

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 and repair of a shared roof shall be borne by the Owners of the affected Living Units in proportion to the area of roof being maintained, or the area of the damage being repaired, over each affected Living Unit.

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~~ when work above and beyond basic

roof replacement is done to an individual Living Unit, in which case the Owner of said Living Unit will be responsible for the cost of such work. Replacing rotted wood, adding gutters or skylights are examples of this kind of non-shared work.

For aesthetic continuity throughout The Villas at Gateway Greens community, the new roof covering must abide by the rules specified in Exhibit "E", "Village at Gateway Greens Roof Replacement Rules and Recommendations".

18.3 Destruction by Fire or Other Casualty. If a party wall or a shared roof is destroyed or damaged by fire or other casualty, any Owner who has used the wall or roof may restore it, and ~~if the other owner(s) thereafter makes use of the wall, said~~ the other Owner(s) shall contribute to the cost of restoration thereof in proportion to ~~such use,~~ the damage incurred to said other Owner(s) Living Unit(s), without prejudice, however, to the right of such Owner(s) to call for a larger contribution from the other under any rule of law regarding liability for negligent or willful acts or omissions. This paragraph shall be deemed to be in addition to, and not in lieu of or to the exclusion of, the rights of the Association under Section 8 above.

Section 18.4 and Section 18.5 remain unchanged.

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~~ those arbitrators 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.~~ Costs of arbitration shall be apportioned between the parties by the decisions of the majority of the arbitrators.

EXHIBIT "E"

Villas at Gateway Greens		
Roof Replacement Rules and Recommendations		
	Rules*	Recommendations**
Tile	Material	Concrete
	Color & Contour	Hansen - Hacienda Platinum
	Attachment	Meet latest building codes
		First two rows of Perimeter attached with - Corrosion resistant screws (not nails) using two screws per tile Remainder attached with - Corrosion resistant screws (not nailed) using at least one screw per tile OR Foam adhesive with medium size paddy
	Trimming	Mitered/Closed Valley
Underlayment	Material	Good: Single layer self-adhering material (min. 60mil with high temperature, high puncture & high U/V Resistance) Better: "Good" plus base layer of 30# felt. Best: "Better" plus 3rd (middle) layer of appropriate self-adhering material
Eave Closure	Material	Steel, Galvalume or G90 Galvanized Coating
	Color	Baked on Paint to closely match roof color
	Weep Holes	Circular hole located at bottom of Closure
		Minimum 26 gauge. Gray Minimum one hole under each tile
Drip Edge	Material	Steel, Galvalume or G90 Galvanized Coating
	Color	Baked on Paint to closely match roof color
		Minimum 26 gauge Gray
Valley Metal	Material	Steel, Galvalume or G90 Galvanized Coating
	Application	
		Minimum 26 gauge; Better: 24 gauge 36" wide additional layer of Underlayment applied under entire length of Valley Metal
Hip/Ridge	Material	Steel, Galvalume or G90 Galvanized Coating
	Tile	Barrel or Rounded
		Minimum 26 gauge
Roof Vents	Location	"Off-Ridge" - All same distance from highest ridge over each villa
	Material	Steel, Galvalume or G90 Galvanized Coating
	Color	Paint to closely match roof color
	Style	
	Quantity	
		Minimum 26 gauge Box OR O'Hagin Enough for maximum "Net Free Air" that roof configuration will allow
Mechanical Fasteners	Material	Steel
		Poor: Zinc plating (not recommended) Fair: Hot dipped zinc coatings (1.5mil minimum) Good: Type 304 Stainless Steel Good: "Grabbergard" coated steel Best: Type 316 Stainless Steel
Sheathing	Material	Replace all rotted materials
		Match existing
Fascia Board	Material	Replace all rotted materials
		Match existing

* These Rules have been duly adopted by the VGG Board of Directors.

** After considerable research, these Recommendations are being made by the VGG Board to aid villa owners in the bidding process with roof installers. The VGG Board is in no way responsible for any negative situation resulting from the use of any of

Villas at Gateway Greens		
Roof Replacement Rules and Recommendations		
	Rules*	Recommendations**
VGG Design/Review Approval		
	Installer	
	Company Name, Address, Contact person, Insurance & Licence information	Verified State (ccc) & Lee County License
	Contract Including complete Job Specification & Warranties	Minimum: 5yr No Cost Warranty (labor & materials); No Downpayment and/or owner buying materials (could indicate Installer's insolvency)
	All Villa owners in a building must agree to use the same installer and abide by the Rules set forth in this document. A separate Contract must be written for each villa owner in that building	
	Trade References	Three (3) with VALID contact names, addresses & phone numbers
	Financial References	Bank used
		Financial Statement - latest year (if available)
	Eave Closure Sample showing color	
	Drip Edge Sample showing color	
Work could be done at same time as Roof Replacement		
	Optional	Add or Repair Sky-Light(s) or Solar-tube(s)
	Optional	Wind Mitigation Inspection
	Optional	Add or Replace Gutters
	Optional	Check Soffit Vents for Clogs or Blockage
* These Rules have been duly adopted by the VGG Board of Directors.		
** After considerable research, these Recommendations are being made by the VGG Board to aid villa owners in the bidding process with roof installers. The VGG Board is in no way responsible for any negative situation resulting from the use of any of		