

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 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 annual 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 16th day of February, 2016.

WITNESSES (2):

Sign: [Signature]
Print: Yvonne Salcedo

Sign: [Signature]
Print: Erica Galavita

THE VILLAS AT GATEWAY GREENS
HOMEOWNERS ASSOCIATION, INC.

Sign: [Signature]
Print: MARK JOE CONRAD
Title: President

WITNESSES (2):

ATTEST:

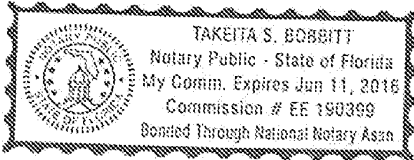
Sign: Erica Galarraga
Print: Erica Galarraga
Sign: [Signature]
Print: Yvonne Salsedo

Sign: [Signature]
Print: Penny D. Messerknecht
Title: Secretary

STATE OF FLORIDA
COUNTY OF LEE

THE FOREGOING INSTRUMENT was acknowledged before me this 16th day of February, 2016, by Mark Corrao, President of The Villas at Gateway Greens Homeowners Association, Inc., who (check one): is personally known to me OR produced FLDL as identification.

(Notary Seal/Stamp)



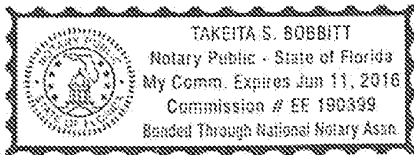
Notary Public - State of Florida

Sign: [Signature]
Print: Takeita Bobbitt
My Commission Expires: June 11, 2016

STATE OF FLORIDA
COUNTY OF LEE

THE FOREGOING INSTRUMENT was acknowledged before me this 16th day of February, 2016, by Penny Messerknecht, Secretary of The Villas at Gateway Greens Homeowners Association, Inc., who (check one): is personally known to me OR produced FLDL as identification.

(Notary Seal/Stamp)



Notary Public - State of Florida

Sign: [Signature]
Print: Takeita Bobbitt
My Commission Expires: June 11, 2016

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~~.

* * * * *

4. COVENANT FOR ANNUAL AND SPECIAL ASSESSMENTS

Section 4.1 through Section 4.9 remain unchanged.

4.10 Resale Capital Assessment. The Association may levy a Resale Capital Assessment in the amount of Five Hundred and 00/100 Dollars (\$500.00), or in an amount as determined by resolution of the Board from time to time, upon the transferee in any conveyance of a Lot or Living Unit by a Member. The due date shall be the date of the closing of the conveyance. Payment of the Resale Capital Assessment shall be the legal obligation of the transferee. For purposes of this Section, the term "conveyance" shall mean the transfer of record legal title to a Lot or Living Unit by deed or other authorized means of conveyance, with or without valuable consideration, and shall also refer to a transfer of possession and beneficial ownership by means of an agreement for deed. It does not refer to a transfer of title resulting from death of the transferee, nor to a transfer of title to a Trustee or the transferor's spouse without changing occupancy solely for estate planning or tax reasons. It also does not refer to the transfer of title to the holder of a first mortgage who acquires title through foreclosure or deed in lieu of foreclosure of the first mortgage. Resale Capital Assessments shall be considered an assessment and can be collected as such in accordance with the provisions under this Section 4. The purpose of the Resale Capital Assessment is to ensure that the Association will have cash available to meet its obligations, unforeseen expenditures, or to acquire additional property, equipment or services deemed necessary or desirable. The Resale Capital Assessment may be used in any way and at any time whatsoever in the same manner as upon which other assessments are used as a revenue to meet any operating or capital expenditures, whether known or unknown, at any time in the Association's operation.