

**This Instrument Prepared By:**

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**AMENDMENT TO  
DECLARATION OF COVENANTS, RESTRICTIONS, CONDITIONS AND  
EASEMENTS OF  
HAMMOCK COVE AT GATEWAY HOMEOWNERS ASSOCIATION, INC.**

This Amendment to Declaration of Covenants, Restrictions, Conditions and Easements is hereby made on the 6<sup>th</sup> day of October, 2017 by **Lynx Zuckerman at Gateway, LLC**, a Florida limited liability company, (the "Declarant"), whose mailing address is 6131 Lyons Road, Suite 200, Coconut Creek, Florida 33073.

**WITNESSETH:**

The Declaration of Covenants, Restrictions, Conditions and Easements is recorded February 22, 2016 under instrument number 2016000036619 in the Public Records of Lee County, Florida governing the Property set forth herein, (the "Declaration")

Article XVI, Section 5 of the Declaration gives the Declarant the right to amend the Declaration.

Declarant now wishes to exercise its authority for the purpose of amending and clarifying Article XI, Section 4 of the Declaration (words deleted are shown by "strikeout" and words added are shown by "underline").

NOW, THEREFORE, by virtue of the authority of the Declarant contained within the Declaration, and for good and valuable consideration the receipt and sufficiency of which are acknowledged by Declarant, the Declaration is hereby amended:

1. **Recitals.** The foregoing recitals are true and correct, and they are hereby incorporated herein by this reference.
2. **Definitions.** Unless otherwise expressly set forth in this Amendment, capitalized terms appearing in this Amendment shall have the meanings ascribed to those terms by the Declaration.
3. **Amendments to Declaration.**

**ARTICLE XI**

**COVENANTS FOR MAINTENANCE**

Section 4. **Landscaping.** Other than the areas which are the responsibility of the Master Association, ~~The~~ Association shall be responsible for the maintenance of all landscaping within any landscape buffer easement or landscaping on Common Areas originally installed by the Declarant or by the Association. Such maintenance shall include routine trimming, weeding and pruning of the landscaping and all other necessary maintenance, repair and replacement to keep any landscape or landscape buffer in compliance with applicable codes or permits. Each Owner shall be solely responsible for all maintenance and replacement of any landscaping installed on ~~the~~ their Lot ~~by the Owner~~ and landscape or plants within enclosed areas. The Association is hereby granted an easement over and across an Owner's Lot for the purpose of maintaining the landscaping in accordance herewith. Owners hereby acknowledge the landscape material on the Property and within any landscape buffer easement is intended to fulfill requirements of governing jurisdictions and to provide required landscape buffers of adjacent properties and roadways. Owners shall not cut or remove any landscape materials on landscape easements, landscape materials installed by the Declarant or the Association or any landscape materials required to remain pursuant to a permit or other governmental regulation. Any Owner violating the restrictions of this section resulting in landscaping needing to be repaired or replaced will be charged the cost of such work. In addition, in the event an Owner fails to replace landscaping as required herein, the Association has the right, after applicable notice to the Owner of the Owner's failure to replace landscaping, to replace the landscaping and charge the Owner the expense thereof as an Individual Assessment.

4. **Severability.** Invalidation of any of these covenants or restrictions or any part, clause, or word hereof, or the application thereof in specific circumstances, by judgment or court order, shall not affect any other provisions or applications in other circumstances, all of which shall remain in full force and effect.

5. **Effective Date.** This Amendment shall become effective upon being recorded in the Public Records of the County.

(SIGNATURES ON THE FOLLOWING PAGE)

