

This instrument prepared by:
Christopher J. Shields, Esq.
PAVESE LAW FIRM
1833 Hendry Street
Fort Myers, Florida 33901
(239) 334-2195

**CERTIFICATE OF AMENDMENT
TO THE
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
STONEBROOK VILLAS I AT GATEWAY**

THE UNDERSIGNED, being duly elected and acting President and Secretary, respectively, of **STONEBROOK VILLAS I AT GATEWAY 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 Stoneybrook Villas I at Gateway, as recorded in Official Records Book 04300, Pages 3634-3689, et. seq., of Lee County Public Records, and as may have been subsequently amended.

1. The following resolutions were approved by two-thirds (2/3) of the members present in person or by proxy at a duly called meeting of the Association:

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

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 May, 2008.

STONEYBROOK VILLAS I AT GATEWAY ASSOCIATION, INC.

WITNESS:

Jeanne Nespoli
Jeanne Nespoli
Printed Name of Witness

By: Janice Lancaster
Print Name: JANICE LANCASTER
Title: President

WITNESS:

Printed Name of Witness

Attest: Warren Davies
Print Name: WARREN H DAVIES
Title: Secretary

STATE OF FLORIDA)
COUNTY OF LEE)

The foregoing instrument was acknowledged before me this 16th day of May, 2008, by Janice Lancaster, President of **STONEYBROOK VILLAS I AT GATEWAY ASSOCIATION, INC.**, a non-profit Florida corporation, on behalf of the corporation. He/She is personally known to me or has produced _____, as identification and did not take an oath.

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

Jeanne Roedding
Notary Public
Jeanne Roedding
Printed Name of Notary

STATE OF FLORIDA)
COUNTY OF LEE)

The foregoing instrument was acknowledged before me this 16th day of May, 2008, by Warren Davies, Secretary of **STONEYBROOK VILLAS I AT GATEWAY ASSOCIATION, INC.**, a non-profit Florida corporation, on behalf of the corporation. He/She is personally known to me or has produced _____, as identification and did not take an oath.

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

Jeanne Roedding
Notary Public
Jeanne Roedding
Printed Name of Notary

Exhibit "A"

AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR STONEBROOK VILLAS I AT GATEWAY

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

[New language is shown in underlined type; Deleted language is shown in ~~strike through type~~.]

7. MAINTENANCE; IMPROVEMENTS (Sections 7.1 Unchanged)

7.2 Maintenance of Lots and Villas.

(A) Lots. The mowing of lawns, trimming of shrubs and trees, fertilization and pest control of the lawns shrubs and trees and monthly irrigation system checks and replacement of sprinkler heads at the time of the monthly system checks ~~and all outside maintenance, repair and replacement of landscaping and sprinkler systems~~ is the Association's responsibility, and is a common expense. No person may add to or change the plantings, trees or landscaping without the prior approval of the Association.

11. GENERAL COVENANTS AND USE RESTRICTIONS (Sections 11.1 through 11.12 Unchanged)

11.13 Landscaping. All landscaping, including without limitation, trees, shrubs, lawns, and flower beds, ~~walkways and ground elevations~~, shall be maintained by the Association. All replacement of trees, shrubs and sod will be the responsibility of the villa owner. No landscaping shall be added, augmented, replaced, cut down, destroyed or removed without the prior written approval of ~~the~~ by the ARC. No artificial grass, plants or other artificial vegetation shall be placed or maintained upon any Lot outside of the Villa and the Villa's privacy walls, unless approved by the ARC.