

This instrument prepared by:
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**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 4300, page 3634 *et. seq.*, and as may have been subsequently amended, in the Public Records of Lee County, Florida.

1. The following resolutions were approved by two-thirds (2/3rds) of the voting interests of the Association 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; 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 October, 2009.

SIGNATURES APPEAR ON FOLLOWING PAGE

WITNESS:

Mark Rudland
Printed Name of Witness

**STONEBROOK VILLAS I AT
GATEWAY ASSOCIATION, INC.**

By: *John P. Hagan*
Print Name: JOHN HAGAN
Title: President

WITNESS:

Jeanette Nespoli
Jeanette Nespoli
Printed Name of Witness

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

STATE OF FLORIDA)
COUNTY OF LEE)

The foregoing instrument was acknowledged before me this 28th day of October, 2009, by John Hagan, 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.

(SEAL) NOTARY PUBLIC-STATE OF FLORIDA
Jeanne Roedding
Commission # DD836737
Expires: DEC. 09, 2012
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 28th day of October, 2009, 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 # DD836737
Expires: DEC. 09, 2012
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 shall be amended, as follows (otherwise, all other provisions shall remain the same):

(New language is underlined; deleted language is struck-through)

1. Section 11.3 of the Declaration shall be amended as follows:

11.3 Leasing. Villas may be leased, with the minimum allowable lease period being thirty (30) consecutive days. No lease may begin sooner than thirty (30) days after the first day of occupancy under the last previous lease. All leases must be approved by the Association and are subject to the following restrictions and conditions:

(A) The lease must be written, even if no rent or other consideration is involved, and a fully executed copy must be provided to the Association not less than fifteen (15) days before the beginning of the lease term, together with a fully completed application for approval of the lease and such other information about the tenants as the Board may reasonably require.

(B) No lease may be for a period of less than thirty (30) consecutive days and no Villa shall be leased more than two (2) times in a calendar year.

(C) No more than six (6) overnight occupants are allowed in a leased Villa.

(D) No subleasing or assignment of lease rights is allowed.

(E) No one but the lessee and the lessee's spouse if any, and their unmarried children who live with their parents, may occupy the unit during a lease.

(F) An owner may lease only his entire Villa and no room rental or subleasing is permitted.

(G) The lessee must be a natural person as opposed to an artificial entity, such as a corporation, partnership, trust, etc.

(H) The Association may file suit to evict any tenants in its own name and without consent of the owner in the event that any lessee violates the provisions of the declaration or the rules or regulations of the Association. In such cases, the owner and the lessee shall be jointly and severally liable for all attorney's fees and costs, including those incurred prior to the filing of suit.

(I) Any owner who is more than thirty (30) days in arrears on the obligation to pay regular or special maintenance assessments is deemed to have assigned the right to collect rents to the Association and, solely upon demand by the Association, the tenant shall make payment of all or such portion of the future rents that the Association specifies for so long as the Association specifies. The Association shall apply the rent to the owner's unpaid account for past due regular and special assessments, interest, late fees, costs, and attorneys' fees, and shall promptly remit any excess over the amounts due on the account to the owner.

(J) The Association may determine the form of the application for approval of lease, prescribe a form of lease to be used by the owners, and may conduct interviews and background checks on all proposed occupants.

(K) The Association may charge an application fee and collect a security deposit in the maximum amount allowed by law.

(L) The Association may impose conditions on leases that are stricter than those that apply to owners regarding pets and the number of persons who will be allowed to occupy the Villa overnight and as to the number of vehicles that lessees and their visitors and guests may park in the Community.

(M) A proposed lease may only be disapproved for good cause. Appropriate good cause grounds for disapproval shall include, but not be limited to, the following:

1. The owner is delinquent in the payment of assessments at the time the application is considered.
2. The owner has a history of leasing his Villa without obtaining approval, or leasing to troublesome lessees, and/or refusing to control or accept responsibility for the occupancy of his Villa.
3. The real estate company or rental agent handling the leasing transaction on behalf of the owner has a history of screening lessee applicants inadequately, recommending undesirable lessees, or entering into leases without prior Association approval.
4. The application on its face indicates that the person seeking approval intends to conduct himself in a manner inconsistent with the covenants and restriction applicable to the property.

5. The prospective lessee or any proposed occupants have been convicted of a felony involving violence to persons or property, a felony involving sale or possession of a controlled substance, or a felony demonstrating dishonesty or moral turpitude.
6. The prospective lessee or any proposed occupants have a history of conduct which evidences disregard for the rights and property of others.
7. The prospective lessee or any proposed occupants evidence a strong possibility of financial irresponsibility.
8. The prospective lessee or any proposed occupants have, during previous occupancy, evidenced an attitude of disregard for the Association rules.
9. The prospective lessee or any proposed occupants have given false or incomplete information to the Board as part of the application procedure, or the required transfer fees and/or security deposit is not paid.
10. The owner fails to give proper notice to the Board of Directors of his intention to lease his Villa.

Unapproved Leases. Any lease of a Villa that has not been approved by the Association may, at the option of the Association, be treated as a nullity, and the Board shall have the power to evict the lessee without securing consent for such eviction from the owner.

All of the provisions of the Villas I Documents and the Rules and Regulations of the Association pertaining to use and occupancy of the Villas shall be applicable to and enforceable against any person occupying a Villa as a lessee or guest, to the same extent as against an owner, and a covenant on the part of each occupant to abide by the rules and regulations of the Association and the provisions of the Villas I Documents, designating the Association as the owner's agent, with the authority to terminate any lease and evict the tenant in the event of violations by the tenant of such covenant, shall be deemed to be included in every lease whether oral or written, and whether specifically expressed in such lease or not.

THE DEVELOPER MAKES NO REPRESENTATIONS OR WARRANTIES REGARDING THE FINANCIAL FEASIBILITY OF RENTING VILLAS OR THE INCOME TO BE DERIVED THEREFROM. ANY OWNER WHO DESIRES OR INTENDS TO RENT A VILLA MUST INDEPENDENTLY DETERMINE AND ASSUME RESPONSIBILITY FOR THE FEASIBILITY OF RENTING, AND SHOULD CONSULT HIS OR HER OWN ADVISOR WITH RESPECT TO THE TAX CONSEQUENCES AND ECONOMIC ADVANTAGE OF OWNERSHIP.