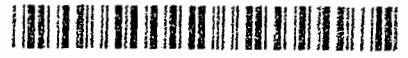


PREPARED BY:
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RECORDED 10/20/2004 11:17:38 AM
CHARLIE GREEN, CLERK OF COURT
LEE COUNTY, FLORIDA
RECORDING FEE 18.50

CERTIFICATE OF AMENDMENT

THE UNDERSIGNED being the President of THE VILLAS I AT HERITAGE COVE ASSOCIATION, INC., a Florida non-profit corporation, does hereby certify that the attached Amendments to the Declaration of Covenants, Conditions and Restrictions for Villas I at Heritage Cove, originally recorded in O.R. Book 3191, Page 345 et seq. of the Public Records of Lee County, Florida, were duly approved, adopted and enacted by the affirmative vote of the required percentage of voting interests at a meeting called for that purpose at which a quorum was present held on the 10th day of August, 2004.

WITNESSES:

(Sign) *Walter Tacosik*

(Print) WALTER TACOSIK

(Sign) *[Signature]*

(Print) Holly M. Cooper

THE VILLAS I AT HERITAGE COVE ASSOCIATION, INC.

BY: *Robert T. Turchanik*
President of the Association

(Print) Robert T. Turchanik

(Address) 14141 MYSTIC SEAPORT WAY
FORT MYERS FL 33919

**STATE OF FLORIDA
COUNTY OF LEE**

The foregoing instrument was acknowledged before me this 1st day of October, 2004 by Robert T. Turchanik, as President of THE VILLAS I AT HERITAGE COVE ASSOCIATION, INC., a Florida non-profit corporation, on behalf of said corporation. Said person is personally known to me or has produced N/A as identification and did (did not) take an oath.



NOTARY PUBLIC:
Carol J. Henke
STATE OF FLORIDA (SEAL)
My Commission Expires:

AMENDMENTS
TO THE
DECLARATON OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR VILLAS I AT HERITAGE COVE

Note: Words ~~stricken~~ are deletions; Words underlined are additions.

Amendment No. 1 to Declaration:

11.3 Leasing. Villas may be leased, with the minimum allowable lease period being ~~thirty~~ (30) ninety (90) consecutive days. No lease may begin sooner than thirty (30) days after the first day of occupancy under the last previous lease. All leases are subject to the following restrictions and conditions:

Amendment No. 2 to Declaration:

11.13 Landscaping. All landscaping, including without limitation, trees, shrubs, lawns, flower beds, walkways and ground elevations, shall be maintained by the Association. No landscaping shall be added, augmented, replaced, cut down, destroyed or removed without the prior written approval of the ARC. No artificial grass, plants, or other artificial vegetation, lawn ornaments, decorations, birdhouses, bird feeders, bird baths, planter boxes, flower pots, wind chimes, hanging mobiles, statues, poles or similar items shall be placed or maintained upon any Lot outside of the Villa and the Villa's privacy walls or the Neighborhood Common Area, unless approved by the ARC. The foregoing list is not all inclusive and is only intended to be representative of the type of prohibited items.

Amendment No. 3 to Declaration:

11.20 Fees and Charges in Connection with Sale or Lease of Units or Mortgage Financing. In connection with reviewing and processing an application to sell or lease a Unit, the Association may charge the owner a preset fee for processing the application, such fee not to exceed the maximum amount allowed by law which is presently \$100. No fee may be charged for approval of a renewal or extension of a lease with the same lessee. While the Association has no obligation to complete mortgagee questionnaires if it does so it may charge up to \$150 plus attorney's fees to complete a mortgagee questionnaire.

Amendment No. 4 to Declaration:

NOTE THE FOLLOWING IS A SUBSTANTIAL REVISION OF SECTIONS 15 AND 16 OF THE DECLARATION WHICH ARE BEING DELETED IN THEIR ENTIRETY. SEE ORGINAL SECTIONS FOR PRESENT TEXT.

15. through 15.4 Reserved for Future Use.

16. through 16.4 Reserved for Future Use.