

2425076

OFF REC 1977 PG 1441

DECLARATION OF  
NEIGHBORHOOD COVENANTS  
FOR  
BLOCKS A, B, C, AND D  
GATEWAY PHASE 1

THIS DECLARATION made this 15<sup>th</sup> day of March, 1988, by WESTINGHOUSE GATEWAY COMMUNITIES, INC., a Florida corporation. hereinafter called DECLARANT.

WITNESSETH:

WHEREAS, WESTINGHOUSE GATEWAY COMMUNITIES, INC., a Florida corporation presently having its principal place of business in Lee County, Florida, the record owner of the real property hereinafter described and referred to as the NEIGHBORHOOD, has imposed on the NEIGHBORHOOD and other properties in GATEWAY GREENS, the DECLARATION AND GENERAL PROTECTIVE COVENANTS FOR GATEWAY GREENS COMMUNITY (GENERAL COVENANTS) which are recorded in Official Records Book 1977, at Pages 1367 through 1439, inclusive, of the Public Records of Lee County, Florida; and

WHEREAS, said GENERAL COVENANTS provide that WESTINGHOUSE GATEWAY COMMUNITIES, INC., may supplement the GENERAL COVENANTS for any neighborhood (as NEIGHBORHOOD is therein defined); and

WHEREAS, WESTINGHOUSE GATEWAY COMMUNITIES, INC., has determined that in order to cause a quality development within the NEIGHBORHOOD, supplemental restrictions and covenants should be imposed on the NEIGHBORHOOD for the preservation of the property values of the OWNERS therein.

NOW, THEREFORE, WESTINGHOUSE GATEWAY COMMUNITIES, INC., declares that the NEIGHBORHOOD as described in Article I of this Declaration shall be held, transferred, sold, conveyed and occupied subject to the GENERAL COVENANTS and the supplemental restrictions, covenants, servitudes, impositions, easements, charges and liens hereinafter set forth.

ARTICLE I

DEFINITIONS

1.1. "DECLARANT" shall mean and refer to WESTINGHOUSE GATEWAY COMMUNITIES, INC., a Florida corporation. presently having its principal place of business in Lee County, Florida, its successors or assigns of any or all of its rights under this Declaration.

1.2. "DECLARATION" shall mean and refer to these Neighborhood Covenants.

RECORDED & INDEXED - CHARLIE GREEN, CLERK  
BY: J. HAASE, D.C.

1.3. "GENERAL COVENANTS" shall mean and refer to the DECLARATION AND GENERAL PROTECTIVE COVENANTS FOR GATEWAY GREENS COMMUNITY as recorded in Official Records Book 1977, at Pages 1367 through 1439, inclusive, of the Public Records of Lee County, Florida.

1.4. "NEIGHBORHOOD" shall mean and refer to that real property or any portion thereof, described as: All lots in Blocks A, B, C and D, GATEWAY PHASE 1, according to the Plat thereof as recorded in Plat Book 40 at Pages 31 through 39, inclusive, of the Public Records of Lee County, Florida.

1.5. "OWNER" shall mean and refer to any record owner of the fee interest in any Lot in the NEIGHBORHOOD.

1.6. "LOT" shall mean and refer to a Platted Lot in the NEIGHBORHOOD.

1.7. All other words defined in the GENERAL COVENANTS shall have the same meaning herein.

## ARTICLE II

### SUPPLEMENTAL RESTRICTIONS

#### 2.1. USE RESTRICTIONS

a) The LOTS may be used for detached single family Dwelling Units and appurtenant uses and for no other purposes. No business buildings shall be erected on the LOTS and no business shall be conducted on any part thereof, nor shall any Structure or portion thereof be used or maintained as a professional office.

i) Notwithstanding the above provisions, the DECLARANT may, in its sole discretion, use or permit others to use, one or more Dwelling Units for sales offices or model homes. Any such use by others must receive permission from DECLARANT in writing.

ii) DECLARANT may approve the use of a LOT for recreation use as an appurtenant use to a Dwelling Unit on an adjacent LOT. Any such use approval must be obtained from DECLARANT in writing, and if obtained, DECLARANT may impose additional restrictions on the Dwelling Unit LOT and the appurtenant use LOT.

#### 2.2. BUILDING SETBACK LINES, SIZE AND HEIGHT OF BUILDING

a) No Structure shall be erected or constructed within the following building setback lines (as measured to the nearest point of a structure which shall be defined as the roof overhang):

- i) Front Lot Lines:  
All structures - Twenty-Five (25) Feet
- ii) Side Lot Lines:  
- Block "A", lots 1 through 21, and lots 48 through 52 - Ten (10) Feet  
- All other lots:  
One Story - Seven (7) Feet  
Two Story - Ten (10) Feet  
- All Accessory Structures - Same as Principal Structure.
- iii) Rear Lot Lines:  
- Principal Structure - Twenty (20) feet. -  
Accessory Structure - Ten (10) feet.
- iv) Water (Lake Control Elevation):  
- All Structures - Twenty-Five (25) feet.  
- Swimming Pools, Tennis Courts, Patios, Decks, and open-meshed screen enclosures - Twenty (20) feet, unless a lesser setback is approved by DECLARANT.
- b) All corner LOTS shall have a minimum street side setback of Twenty-Five (25) Feet.
- c) Where two (2) or more LOTS are acquired and used as a single building site under a single OWNER, the side LOT lines shall refer only to the lines bordering on the adjoining property.
- d) DECLARANT reserves the right to authorize and approve minor variations of building setback lines for corner LOTS and odd-shaped LOTS at the time building plans are approved by DECLARANT.
- e) No Structure shall be erected or constructed over a height of twenty-five (25) feet, or three (3) stories, whichever is more, measured from the finished grade of the LOT.
- f) Each single family Dwelling Unit in Block "A", Lots 1 through 21 & Lots 48 through 52, shall contain not less than twenty-two hundred (2,200) square feet of living area. Each single family Dwelling Unit in Block "B", Lots 1 through 11, and in Block "D", Lots 1 through 12, and in Block "C", Lots 1 through - 12, and in Block "A" Lots 35 through 47, shall

contain not less than two-thousand (2,000) square feet of living area.

All other single family Dwelling Units shall contain no less than eighteen-hundred (1,800) square feet of living area.

g) The method of determining square foot area of proposed Dwelling Units, or additions and enlargements thereto shall be to multiply the outside horizontal dimensions of the Dwelling Unit at each floor level. Garages, porches, patios, terraces and other similar Structures shall not be taken into account in calculating the minimum square foot area required.

### 2.3. GARAGES, CARPORTS, TRASH AREAS AND MAILBOXES

a) Each Dwelling Unit shall have a garage which shall accommodate not less than two (2), nor more than three (3) automobiles unless DECLARANT approves in writing a garage which shall accommodate more than three (3) automobiles. All garage doors must be equipped with automatic door openers and closers so that when ingress and egress to the garage is not desired, the garage doors shall remain closed. Repair of vehicles shall be permitted only inside the garage. No garage shall be erected or constructed which is detached from the Dwelling Unit on the LOT.

b) Carports shall not be permitted.

c) Storage facilities for garbage and trash containers shall be required for each Dwelling Unit, and shall be shielded from street view.

d) All mailboxes shall be maintained in good, clean, and attractive condition as required by DECLARANT.

### 2.4. ROOFS

a) Roofs shall have a minimum pitch of 5:12, except that deviation from the minimum pitch may be approved by DECLARANT for gambrel and similar type roofs. Notwithstanding the above, a mansard roof or flat roof over porches, Florida rooms and utility rooms may be permitted only if approved in writing by DECLARANT, and such approval may be withheld.

b) Pitched roofs shall be constructed of flat or barrel cement tile, sawn or split cedar shakes, slate or copper all as defined by common usage in Lee County, Florida. Metal roofs may be approved at the discretion of DECLARANT. In the event some new and attractive material for roofing surfaces is discovered or invented, DECLARANT, may in its sole discretion, approve the use of such new material.

## 2.5. EASEMENT FOR LANDSCAPE AND PRIVACY WALL

DECLARANT hereby grants to the Gateway Greens Community Association, Inc., its agents, successors and assigns, a non-exclusive easement on, over, under and across the rear ten (10) feet of lots 23 through 34 inclusive and lots 36 through 40 inclusive, all in Block A, of the NEIGHBORHOOD, and as shown on the Plat of the NEIGHBORHOOD. The purpose of this easement shall be for the installation, construction, repair and replacement of landscaping and a privacy wall within the easement.

## ARTICLE III

### GENERAL PROVISIONS

#### 3.1. ASSESSMENTS

Each LOT in the NEIGHBORHOOD is a Single Family LOT as defined in the GENERAL COVENANTS and shall be assessed as such in accordance with the provisions of the GENERAL COVENANTS.

#### 3.2. ENFORCEMENT

The DECLARANT shall have the same rights and powers of enforcement, including lien rights and attorney's fees, with regard to these NEIGHBORHOOD COVENANTS, as DECLARANT has under the GENERAL COVENANTS, including, without limitation, all the rights and powers set forth in Article II, Section 2.7, of said GENERAL COVENANTS.

#### 3.3. CONFLICTS

In the event of any conflict among the provisions of the GENERAL COVENANTS and the provisions of this Declaration, the DECLARANT reserves the right and the power to resolve any such conflict, and its decision shall be final.

#### 3.4. AMENDMENT

The DECLARANT may, in its sole discretion, modify, amend, waive or add to this DECLARATION or any part thereof. The power of amendment, however, shall be limited to minor modification or enlargement of existing covenants and shall in no way impair the general and uniform plan of development originally set forth herein.

#### 3.5. DECLARATION RUNS WITH THE LAND

The covenants, conditions, restrictions, and other provisions under this DECLARATION shall run with the land and bind the property within the NEIGHBORHOOD and shall inure to the benefit of and be enforceable by the DECLARANT for a term of Thirty (30) years from the date this DECLARATION is recorded, after which time

this DECLARATION shall automatically be extended for successive periods of Ten (10) years. Any time after the initial Thirty (30) year period provided for in this Section, this DECLARATION may be terminated or modified in whole or in part by the recordation of a written instrument executed by the then OWNERS of Two-Thirds (2/3) of the LOTS agreeing to the termination or modification.

IN WITNESS WHEREOF, WESTINGHOUSE GATEWAY COMMUNITIES, INC., a Florida corporation, does hereby execute this DECLARATION in its name by its undersigned, authorized officers and affixes its corporate seal hereto, this 15<sup>th</sup> day of March, 1988, at Fort Myers, Florida.

WESTINGHOUSE GATEWAY COMMUNITIES, INC., a Florida corporation

(Corporate Seal)

By: [Signature]  
Byron R. Koste, President

Attest: [Signature]  
Jerry H. Schroyer, Assistant Secretary

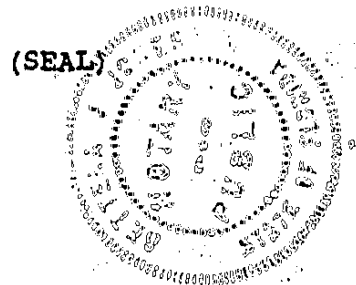
STATE OF FLORIDA )  
COUNTY OF LEE )

The foregoing instrument was acknowledge before me this 15<sup>th</sup> day of March, 1988, by Byron R. Koste, President and Jerry H. Schroyer, Assistant Secretary, of WESTINGHOUSE GATEWAY COMMUNITIES, INC., a Florida Corporation.

[Signature]  
Notary Public

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA  
MY COMMISSION EXP JULY 28, 1991  
BONDED THRU GENERAL INS. UND.



This Instrument Prepared By:  
Terry V. Broughton  
of Smoot, Adams, Corbin, Johnson & Green  
P.O. Drawer DD, Fort Myers, FL 33902

RECORDED & RECORD VERIFIED  
[Signature]  
MAR 18 1 08 PM '88