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DECLARATION OF
NEIGHBORHOOD COVENANTS
FOR
HAMPTON GREENS

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RECORD VERIFIED - CHARLIE GREEN, CLERK
BY: H. FENSTROM, D.C.

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DECLARATION OF
NEIGHBORHOOD COVENANTS
FOR
HAMPTON GREENS

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THIS DECLARATION is made this 27th day of March, 1989, by WESTINGHOUSE GATEWAY COMMUNITIES, INC., a Florida corporation, hereinafter called DECLARANT.

W I T N E S S E T H:

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 HAMPTON GREENS NEIGHBORHOOD, has imposed on the HAMPTON GREENS NEIGHBORHOOD and other properties in GATEWAY GREENS COMMUNITY, 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

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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, DECLARANT has caused a PLAT (hereinafter defined) of the HAMPTON GREENS NEIGHBORHOOD to be recorded among the PUBLIC RECORDS of Lee County, Florida; and

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

NOW, THEREFORE, WESTINGHOUSE GATEWAY COMMUNITIES, INC., declares that the HAMPTON GREENS NEIGHBORHOOD as described in Paragraph 1.7 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.

1. 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 HAMPTON GREENS NEIGHBORHOOD COVENANTS.

1.3. "DWELLING UNIT" shall mean and refer to any residential unit intended for occupancy by one (1) family or household.

1.4. "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.

1.5. "GOLF COURSE" shall mean and refer to the real estate described in the attached Exhibit "A" and is the same Golf Course approximately described in the General Covenants. The GOLF COURSE is not being submitted to the effect of this DECLARATION, nor is the GOLF COURSE presently being submitted to the GENERAL COVENANTS. However, the GOLF COURSE OWNER shall have certain rights with respect to the HAMPTON GREENS NEIGHBORHOOD as set out in this DECLARATION and in the GENERAL COVENANTS.

1.6. "GOLF COURSE OWNER" shall mean and refer to the owner of the GOLF COURSE.

1.7. "LAKES" shall mean and refer to Tract C, as shown on the PLAT, and the easement recorded in O.R. Book 2035, Page 1837, of the Public Records of Lee County, Florida (adjacent to the HAMPTON GREENS NEIGHBORHOOD).

1.8. "HAMPTON GREENS NEIGHBORHOOD" shall mean and refer to that real property or any portion thereof, described as: All lots in GATEWAY PHASE 2 according to the PLAT thereof as recorded in Plat Book 41 at Pages 86 through 90, inclusive, of the Public Records of Lee County, Florida.

1.9. "OWNER" shall mean and refer to any record owner of the fee interest in any LOT in the HAMPTON GREENS NEIGHBORHOOD.

1.10. "PLAT" shall mean and refer to the plat of GATEWAY PHASE 2 as recorded in Plat Book 41, Pages 86 through 90, of the Public Records of Lee County, Florida, as it may be amended from time to time.

1.11. "LOT" shall mean and refer to a Platted LOT in the HAMPTON GREENS NEIGHBORHOOD.

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

2. PROPERTY SUBJECT TO THIS DECLARATION

2.1. The real property which is and shall be held, transferred, sold, conveyed and occupied subject to this DECLARATION is all the land shown on the PLAT.

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2.2. DECLARANT reserves the right to make such changes to the PLAT as required by appropriate Governmental authority. DECLARANT also reserves the right to modify the PLAT as may be necessary to extend the boundaries of Riparian Lots into any LAKE or land adjoining the HAMPTON GREENS NEIGHBORHOOD.

3. SUPPLEMENTAL RESTRICTIONS

3.1. USE RESTRICTIONS

3.1.1. 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.

3.1.2. 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.

3.1.3. 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.

3.1.4. No building, structure or other improvement shall be placed in or on the HAMPTON GREENS NEIGHBORHOOD unless or until the DECLARANT has issued its written approval. In obtaining said written approval, OWNER or any other person applying shall comply with all requirements and procedures of Section 3.2. of the GENERAL COVENANTS.

3.1.5. Except as approved by the DECLARANT in writing, awnings, canopies, shutters, and similar additions shall not be attached or affixed to the exterior of any DWELLING UNIT or structure.

3.1.6. No decorative objects such as weathervanes, sculptures, bird baths, fountains and the like shall be installed in or on the HAMPTON GREENS NEIGHBORHOOD without the prior written approval of the DECLARANT.

3.1.7. Roof stacks and vents shall be placed so as not be clearly or readily visible from any street or neighboring properties and shall be painted to match the approved roof color.

3.2. BUILDING SETBACK LINES, SIZE AND HEIGHT OF BUILDING

3.2.1. 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):

- Front Lot Lines: Thirty (30) Feet
(all Lots except Corner Lots)
- Side Lot Lines: Ten (10) Feet
- Rear Lot Lines: Twenty (20) Feet
(all Lots except "LAKE" Lots)

3.2.2. All corner LOTS shall have a minimum street side setback of thirty (30) feet.

3.2.3. LAKE Lots are LOTS 1, 10, 11, 12 and 13 in Block B, and LOTS 42, 43, 44, 45 and 46 in Block A. LAKE Lots shall have minimum setbacks from rear lot lines of twenty-five (25) feet for structures other than screen pool enclosures and twenty (20) feet for screen pool enclosures.

3.2.4. 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.

3.2.5. 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. In the event that a variance is approved by DECLARANT, DECLARANT shall record a notice to that effect in the Public Records.

3.2.6. No structure shall be erected over a height of 25 feet measured from the finished grade of the LOT unless approved by a recorded variance from Declarant. The height of the building shall be measured as the vertical distance from grade to the highest point of the roof surface of a flat or Bermuda roof, to the deck line of a mansard roof and to the mean height level between eaves and ridge of gable, hip and gambrel roofs.

3.2.7. Each single family DWELLING UNIT shall contain not less than two thousand five hundred (2,500) square feet of living area. The method of determining square foot area of proposed DWELLING UNITS, or additions and enlargements thereto, shall be with reference to 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.

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3.3. GARAGES, CARPORTS, TRASH AREAS AND MAILBOXES

3.3.1. Each DWELLING UNIT shall have an attached 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. Carports shall not be permitted.

3.3.2. No garbage, trash or refuse containers shall be placed within the front yard of any LOT or in any right-of-way or street abutting any LOT. All garbage and trash shall be kept in adequate containers which shall not be taken to the street for pickup prior to dusk on the day before the scheduled pickup. All empty garbage and trash containers shall be removed from the street right of way to the shielded storage area promptly after pickup on the day of pickup.

3.3.3. All mailboxes and lights must be installed and maintained in accordance with the standards established by the DECLARANT. The design, material and location of all mailboxes shall be uniform and must be first approved in writing by the DECLARANT. No exterior lighting fixtures, structures or improvements shall be placed in or about the HAMPTON GREENS NEIGHBORHOOD, unless the written approval of DECLARANT has been obtained.

3.4. ROOFS

3.4.1. 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.

3.4.2. 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.

3.5. DRIVEWAYS. All driveways shall be designed and constructed only in accordance with the design and with the materials as approved by the DECLARANT in writing and must be maintained in a clean, neat and attractive manner. No plain concrete driveways shall be permitted, nor shall any asphalt or gravel driveways be permitted. Each driveway shall be constructed

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with a decorative surface which has been approved in advance by DECLARANT. Driveways shall be constructed in such a manner so that the flare of the driveway at the adjoining street pavement does not extend beyond a straight line projection of the side line of the LOT served by the driveway. In no event shall the driveway surface be less than five (5) feet from the side LOT line.

3.6. WALLS, FENCES, ETC. All privacy and/or decorative walls shall require the written approval of the DECLARANT prior to construction. No chain link fencing shall be allowed. No accessory structure, walls, hedge or trees which materially obstruct the view of a LAKE from an adjoining LOT shall be permitted or approved.

3.7. LEASES. No DWELLING UNIT shall be leased more than two (2) times per calendar year. No DWELLING UNIT shall be used or sold on a "timeshare" basis.

3.8. CONSTRUCTION. During any construction activity within the HAMPTON GREENS NEIGHBORHOOD, the construction area shall be maintained in a neat and orderly manner. No temporary trailers shall be placed on the site without the prior written approval of the DECLARANT. Construction vehicles shall be parked so as not to block or interfere with the use of the private streets within the HAMPTON GREENS NEIGHBORHOOD.

3.9. PRIVATE ROADS. No LOT, or any part thereof, shall be opened, dedicated or used as a street, road or thoroughfare, without obtaining the prior consent of the DECLARANT.

3.10. SPAS, HOT TUBS AND SWIMMING POOLS, ENCLOSURES

3.10.1. Spas, hot tubs and swimming pools must be concealed from the view of adjoining LOTS and streets by privacy walls, fences or landscaping at locations approved by DECLARANT in writing. No flat screen enclosures, unless part of an approved mansard screen enclosure, are permitted, and the slope portions of the screen enclosure shall have a pitch compatible with the pitch of the roof of the DWELLING UNIT to which it is attached.

3.10.2. All enclosures, including spa, hot tub and swimming pool enclosures (screened or otherwise) shall be constructed and maintained with compatible design, color and materials as the DWELLING UNIT for which it is utilized. Screened enclosures shall be constructed of dark bronze aluminum, with dark screening.

3.10.3. The location of all swimming pools, enclosures and screens must be approved by DECLARANT in writing prior to construction.

3.11. LANDSCAPING, IRRIGATION AND DRAINAGE

3.11.1. Each OWNER shall submit to DECLARANT for approval a landscape, irrigation and grading plan for the LOT.

3.11.2. Prior to making any change, variation or deviation from the approved plan, an OWNER shall first obtain DECLARANT's written approval of the change, variation, or deviation. Any additional landscaping to be installed after occupancy of any DWELLING UNIT requires written approval of DECLARANT prior to installation.

3.11.3. Each OWNER shall install or retain the landscape material as approved by DECLARANT. All landscaping, trees, shrubs and lawns shall be maintained by the OWNER in good and living condition at all times.

3.11.4. The OWNER of a LOT shall install and maintain in good working order a landscape irrigation system on the OWNER'S LOT.

3.11.5. No weeds, high grass, underbrush or other unsightly growth shall be permitted to grow or remain upon any part of the HAMPTON GREENS NEIGHBORHOOD, including any LOT located in the HAMPTON GREENS NEIGHBORHOOD. If for any reason an OWNER permits such weeds, high grass, underbrush or other unsightly growth and fails to correct same after notice from the DECLARANT, then the DECLARANT shall have the right to enter upon the premises and make such corrections and shall charge the OWNER for the cost of such corrections. DECLARANT shall have the right to record a lien against the LOT of the OWNER responsible for the payment of such charges. The lien shall be effective when recorded and may be foreclosed by DECLARANT in the same manner as a mortgage.

3.11.6. Surface water runoff must be properly handled, and cause no ponding, erosion or unfavorable impact on adjacent LOTS or other property. LOTS are expected to drain toward the adjacent street where catch basins are provided at intervals to collect surface water and direct it into the storm sewer system or water management system.

3.12. WATER MANAGEMENT AREAS. The use of any LAKES, flowways and other water bodies are intended for water management purposes only and not for recreational use. Improvements that may be made on or about any water body or area shall be for aesthetic purposes only unless otherwise delineated by DECLARANT. OWNER shall in no way use any LAKE, flowway or other water body or any improvement on or about same, for any recreational purpose and DECLARANT shall be held harmless by OWNER for any unauthorized use and damages and injury that results, whether foreseen or not. No boat slip, dock, decking, pier, rip rap, seawall or other improvement to any LAKE bank shall be constructed by OWNER.

3.13. EASEMENTS

3.13.1. Any LOT which abuts the GOLF COURSE shall be subject to an easement in favor of the GOLF COURSE OWNER across that part of the LOT which is within twenty (20) feet of any boundary line of the GOLF COURSE for the limited purpose of allowing any person authorized to use the GOLF COURSE to pick up golf balls which were hit onto the LOT by the person entering the LOT. The easement for picking up golf balls does not include the right to play a ball from the LOT. Any damage done to the LOT or any improvement to the LOT shall be the responsibility of the person causing the damage.

3.13.2. No tree, plant, shrub, wall, fence, buildings, screen enclosure, earthmound or other things excepting only grass will be planted, constructed, permitted or maintained on any LOT within thirty feet (30') of any boundary line of the GOLF COURSE unless approved in advance by the DECLARANT and the GOLF COURSE OWNER.

3.13.3. DECLARANT hereby grants to GATEWAY GREENS COMMUNITY ASSOCIATION, INC., its agents, successors and assigns, a non-exclusive easement on, over, under and across that part of Lots 1 and 65, both in Block A of the HAMPTON GREENS NEIGHBORHOOD, lying within thirty feet (30') of Gateway Greens Drive, for the purpose of constructing, maintaining and replacing an entry wall which may be used for the purpose of identifying the HAMPTON GREENS NEIGHBORHOOD. Identification material is limited to the side of the wall facing Gateway Greens Drive.

3.13.4. Additional easements are shown on the PLAT.

4. GENERAL PROVISIONS

4.1. ASSESSMENTS. Each LOT in the HAMPTON GREENS 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.

4.2. 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.

4.3. 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.

4.4. DECLARATION RUNS WITH THE LAND. The covenants, conditions, restrictions, and other provision under this DECLARATION shall run with the land and bind the property within

the HAMPTON GREENS 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, those parts of this DECLARATION which vary from the GENERAL COVENANTS may be 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 modification.

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4.5. ENFORCEMENT. Violation or breach of any condition, covenant or restriction in this DECLARATION shall give the DECLARANT, or any OWNER, in addition to all other remedies, the right to proceed at law or in equity to compel the compliance with the terms of said conditions, covenants or restrictions, and to prevent the violation or breach of any of them. The expense of such litigation shall be borne by the OWNER of the LOT which is the subject of the litigation, provided such proceedings result in a finding that such OWNER was in violation of the conditions, covenants or restrictions. Expenses of litigation shall include reasonable attorney's fees incurred by the parties seeking such enforcement. The DECLARANT shall have the same rights and powers of enforcement, including lien rights and attorney's fees, with regard to these HAMPTON GREENS 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.

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4.6. NOTICES. Any notice required to be sent to any OWNER under the provisions of this DECLARATION shall be deemed to have been properly sent when mailed, postage paid, to the last known address of the person who appears as OWNER on the records of the DECLARANT at the time of such mailing.

4.7. WAIVER. Any waiver by DECLARANT of any provision of this DECLARATION or breach hereof must be in writing and shall not operate or be construed as a waiver of any other provision or subsequent breach.

4.8. SEVERABILITY. If any section, subsection, sentence, clause, phrase or portion of this DECLARATION, is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and shall not affect the validity of the remaining portion thereof.

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 27th day of March, 1989, at Fort Myers, Florida.

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WESTINGHOUSE GATEWAY COMMUNITIES, . INC.

By: [Signature]
Byron R. Koste, President

Attest: [Signature]
Edwin C. Hauck, Secretary

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STATE OF FLORIDA)
)
COUNTY OF LEE)

THE FOREGOING instrument was acknowledged before me this 27th day of March, 1989, by BYRON R. KOSTE, President, of WESTINGHOUSE GATEWAY COMMUNITIES, INC., a Florida corporation, on behalf of the corporation.

[Signature]
Notary Public

My commission expires: (SEAL)

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXP. APR.24,1992
BONDED THRU GENERAL INS. UND.

THIS INSTRUMENT PREPARED BY:

TERRY V. BROUGHTON, ESQ.
P.O. BOX 2306
FORT MYERS, FL 33902

RECORDED & RETURNED VERIFIED
[Signature]
CLERK OF COURT
LEE COUNTY, FLA.

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