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FIRST AMENDMENT TO
DECLARATION OF NEIGHBORHOOD COVENANTS FOR
HAMPTON GREENS

THIS DECLARATION is dated the 24 day of August, 1989,
and shall be effective upon being recorded in the Public Records
of Lee County, Florida.

PREMISES

A. The Declaration of Neighborhood Covenants for Hampton
Greens ("Neighborhood Covenants") were recorded at O.R. Book 2060,
Pages 1916 to 1926, inclusive, of the Public Records of Lee County,
Florida, by Westinghouse Gateway Communities, Inc., a Florida
corporation ("Declarant").

B. The Neighborhood Covenants apply to real property which
has been platted as Gateway Phase 2 as shown in Plat Book 41, Pages
86 through 90 of the Public Records of Lee County, Florida,
("Subdivision").

C. Article 4.3 of the Neighborhood Covenants provides for
amendment of the Neighborhood Covenants by Declarant without
joinder of Lot Owners other than Declarant.

D. Declarant has determined that the best interest of the
Lot Owners shall be served by amending the Supplemental
Restrictions of Article 3 of the Neighborhood Covenants.

AMENDMENT

1. Article 3 of the Neighborhood Covenants under the heading
"SUPPLEMENTAL RESTRICTIONS" is hereby amended in its entirety so
that the revised Article 3 reads as follows:

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.

RECORD VERIFIED - CHARLE GREEN, CLERK
BY: H. HENSTROM, D.C.

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3.2 SETBACK LINES.

3.2.1 ALL LOTS. 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
- Side Lot Lines: Ten (10) Feet
- Rear Lot Lines: Twenty (20) Feet
(all except LAKE and GOLF COURSE)

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

3.2.3 LAKE LOTS. 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 COMBINED LOTS. 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 GOLF COURSE LOTS. No tree, plant, shrub, wall, fence, buildings, screen enclosure, earthmound or other thing 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.

3.3 HEIGHT. No structure shall be erected over a height of 25 feet measured from the finished grade of the LOT unless granted a variance by Declarant pursuant to paragraph 3.5 below. 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.

3.4 SIZE. 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.

3.5 VARIANCE. 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. DECLARANT may approve similar minor variances from these building size and height restrictions in appropriate circumstances.

3.6 DECLARANT APPROVAL REQUIRED.

3.6.1 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.

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3.6.2 AWNINGS, CANOPIES, SHUTTERS. 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.

3.6.3 DECORATIVE OBJECTS. No decorative objects such as weather vanes, 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.

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

3.6.5 MAILBOXES. The design, material and location of all mailboxes shall be uniform and must be first approved in writing by the Declarant. No mailbox will be permitted other than one so approved by Declarant.

3.6.6 EXTERIOR LIGHTING. All exterior lights must be installed and maintained in accordance with the standards established by Declarant. No exterior lighting shall be placed in or about the HAMPTON GREENS NEIGHBORHOOD unless the prior written approval of Declarant has been obtained.

3.7 GARAGES, CARPORTS.

3.7.1 GARAGES 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 closures 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.

3.7.2 CARPORTS. Carports shall not be permitted.

3.8 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 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.

3.9 ROOFS.

3.9.1 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.

3.9.2 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.

3.10 SPAS, HOT TUBS, SWIMMING POOLS AND 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, unless otherwise approved in writing by Declarant.

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

3.11 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.

3.12 OTHER STRUCTURES. No other structures or improvements shall be placed in or about the HAMPTON GREENS NEIGHBORHOOD unless the prior written approval of Declarant is obtained.

3.13 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.

3.14 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.

3.15 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.

3.16 GARBAGE AND TRASH. 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.

3.17 LANDSCAPING, IRRIGATION AND DRAINAGE.

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

3.17.2 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

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occupancy of any DWELLING UNIT requires written approval of DECLARANT prior to installation.

3.17.3 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.

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

3.17.5 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.

3.17.6 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.

3.18 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.

3.19 EASEMENTS.

3.19.1 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.

3.19.2 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.

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3.19.3 Additional easements are shown on the PLAT.

IN WITNESS WHEREOF, Westinghouse Gateway Communities, Inc., a Florida corporation, does hereby execute this First Amendment to the Neighborhood Covenants.

WESTINGHOUSE GATEWAY COMMUNITIES, INC.
a Florida Corporation

(corporate seal)

By: [Signature]
Jerry H. Schmoyer, Vice President

ATTEST: [Signature]
James M. Jerrel, Asst. Secretary

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STATE OF FLORIDA)
)
COUNTY OF LEE)

The FOREGOING instrument was acknowledged before me this 24 day of August, 1989, by Jerry H. Schmoyer as Vice President and James M. Jerrel, as Assistant Secretary, of Westinghouse Gateway Communities, Inc., a Florida corporation, on behalf of the corporation.

[Signature]
Notary Public

My Commission Expires:
Notary Public, State of Florida at Large
My Commission Expires July 31, 1991
Bonded thru Huckleberry & Associates



CHARLIE GREEN LEE CITY FL
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