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**DECLARATION OF
NEIGHBORHOOD COVENANTS
FOR
LOTS 1 - 34, BLOCK B, GATEWAY PHASE 13
FAIRWAY ISLES II**

THIS DECLARATION made this 20 day of August, 1993, 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 as heretofore amended and supplemented; 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 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.

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RECORDS & COMMUNITY DEVELOPMENT DEPARTMENT, CLERK
OF THE COUNTY OF LEE, FLORIDA

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

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, and as they may be amended or supplemented from time to time.

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

1.5 "NEIGHBORHOOD" shall mean and refer to that real property or any portion thereof, described as: Block B, Lots 1 - 34, inclusive, GATEWAY PHASE 13, according to the Plat thereof as recorded in Plat Book 52 at Pages 11 through 14, inclusive, of the Public Records of Lee County, Florida.

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

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

ARTICLE 2 - SUPPLEMENTAL RESTRICTIONS

2.1 **Use Restrictions.** The lands herein described may be used for single family dwellings and recreational amenities, but for no other purposes. No business buildings may be erected on said land. No business may be conducted on any part thereof, nor shall any building or any portion thereof be used or maintained as a professional or business office, except as may be approved by DECLARANT in writing. Notwithstanding the provisions of this section, DECLARANT may utilize one or more LOTS for a sales office or models or model home parking for so long as DECLARANT, its successors or assigns, shall own any LOT in the NEIGHBORHOOD, and DECLARANT shall have the right to designate other persons or entities to likewise so utilize LOTS for a sales office or models or model home parking so long as said persons or entities own any LOT in the NEIGHBORHOOD.

2.2 **Building Height.** No Structure shall exceed two (2) stories in height or be erected over a height of 25 feet measured from the finished grade of the LOT. 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. No Structure shall have more than two (2) floor levels (stories).

utility rooms only if approved in writing by DECLARANT. Such mansard, lesser pitched or flat roofs are to be located to the rear of the building unless approved in writing by DECLARANT. The total of mansard, lesser pitched and flat roof areas approved, if any, shall not comprise over 40% of the total roof area.

2.6 Garages, Carports, Enclosures and Mailboxes.

(a) Each Dwelling Unit shall have a garage which shall accommodate not less than two (2) automobiles unless DECLARANT approves in writing a garage which shall accommodate more than two (2) automobiles. All garage doors must be equipped with automatic door openers and closers. When ingress and egress to the garage is not desired, the garage doors must remain closed. Repair of vehicles shall be permitted only inside the garage. No garage or enclosed storage area shall be allowed which is detached from the Dwelling Unit. No carport or unenclosed storage area shall be allowed.

(b) All enclosures (screened or unscreened), including spa, hot tub and swimming pool enclosures shall be located, constructed and maintained only as approved by DECLARANT and shall be of compatible design, color and materials to the Dwelling Unit. Screened enclosures on LOTS 5 through 10 of Block "B" of the NEIGHBORHOOD, shall be constructed of dark bronze aluminum, with dark screening unless otherwise approved in writing by DECLARANT.

(c) The location, style, type and appearance of Owner's mailbox must be approved by DECLARANT prior to installation. All mailboxes must be maintained in good condition as determined by DECLARANT.

2.7 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 westerly twenty (20) feet of LOTS 1, 20 through 28 and 34 of Block "B" 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 3 - 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 this DECLARATION, 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.** 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.

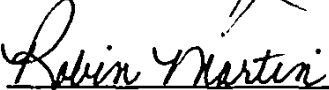
3.5 **Declaration Runs With the Land.** The covenants, conditions, restrictions, and other provisions under this DECLARATION shall run with the land and bind the property within the NEIGHBORHOOD and shall inure to the benefit of and be enforceable by the DECLARANT for a term of Thirty (30) years from 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 corporation organized and existing under the laws of the State of Florida, does hereby execute this DECLARATION.

Witnesses:

WESTINGHOUSE GATEWAY
COMMUNITIES, INC.





BY: 

Samuel L. Crouch, Executive Vice President

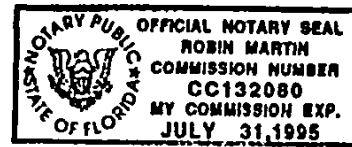
STATE OF FLORIDA
COUNTY OF LEE

The foregoing instrument was acknowledged before me this 20 day of August, 1993,
by Samuel L. Crouch, Executive Vice President of Westinghouse Gateway Communities, Inc.,
a Florida corporation, on behalf of the corporation. He is personally known to me.

Robin Martin

Robin Martin, Notary Public

My Commission Expires:



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Prepared by:
Peter Doragh
11691 Gateway Blvd.
Fort Myers, FL 33913

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