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DECLARATION OF
NEIGHBORHOOD COVENANTS
FOR
GATEWAY PHASE 18 **3644339**
MAHOGANY ISLES

THIS DECLARATION made this 18 day of August, 1994, by GATEWAY COMMUNITIES, INC., a Florida corporation, hereinafter called DECLARANT.

WITNESSETH:

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

WHEREAS, 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, 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 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.

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 any portion of the plat of Gateway Phase 18, recorded in the Public Records of Lee County, Florida, as it may be amended from time to time.

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 detached 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).

2.3 **Building Size.** Each single family dwelling unit erected or constructed in Block "A", Lots 1 through 13, shall contain a minimum of two thousand two hundred (2,200) square feet of air conditioned floor area and shall have minimum setbacks as described in §2.4. All other single family dwelling units shall contain no less than two thousand (2,000) square feet of air conditioned floor area and shall have minimum setbacks as described in §2.4. The method of determining square foot area of proposed buildings and Structures or additions and enlargements thereto shall be to multiply the outside horizontal dimensions of the building or Structure 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.

2.4 **Building Setbacks.** All buildings shall comply with minimum setbacks as follows. All measurements shall be to the nearest point of a Structure which shall be defined as the Roof Overhang.

- a. Minimum front setback from any street: - 25 feet
- b. Minimum side setback from any side LOT line
 - One story: - 7 feet
 - Two story: - 10 feet
 - Between Lots 16 & 17, Block "A" and
Lots 9 & 10, Block "B": - 12.5 feet
 - Between Lots 2 & 3, 5 & 6, 10 & 11, Block "B" and
Lots 3 & 4, 10 & 11, Block "C": - 7.5 feet

All accessory structures: Same as principal structure

- c. Minimum rear setback
 - Principal Structure: - 20 feet
 - Accessory Structure: - 10 feet
 - Lake front - Principal Structure: - 25 feet
 - Lake front - Accessory Structure: - 20 feet

d. All corner LOTS shall have a minimum street side setback of 25 feet.

e. Where two or more LOTS, or parts thereof, are acquired and used as a single building site under a single OWNER, or where a single LOT is split or subdivided with the necessary approvals, the side LOT lines shall refer only to the lines bordering on the adjoining property, or which are the lines on the sides of the resulting building site.

f. No Structure shall be erected within 25 feet of a body of water, measured from the water control elevation, except that swimming pools, tennis courts, patios, decks, and open-meshed screen enclosures shall be set back from water bodies by not less than 20 feet, unless a lesser setback is approved by DECLARANT.

g. 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.

2.5 **Roofs and Fascias.** Pitched roofs shall be required over all portion of Structures except as may be otherwise permitted herein, and shall have a minimum pitch of 6:12, except that deviation from the minimum pitch may be approved by DECLARANT for gambrel and similar type roofs. A main roof ridge which runs from side to side is encouraged. All roofs shall be constructed of flat, barrel, S-shaped or villa cement tile, hand-sawn or split cedar shakes, slate or copper all as defined by common usage in Lee County. 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 materials. A mansard, lesser pitched or flat roof may be permitted over porches, Florida rooms, storage rooms and 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. Fascia must be eight (8") inches minimum depth below the roof tile and must be either rough sawn or smooth cedar or a material giving a similar appearance approved by DECLARANT. No aluminum fascia will be permitted.

2.6 **Front Elevation and Exterior Colors.** The use of two-tone roof tile (except for subtle antiquing) will be discouraged. Front elevations must consist of several projecting hips and/or gables arranged in an asymmetrical and balanced composition. Variations to the front eave height to further enhance the composition of the elevation are encouraged. Exterior color schemes should be selected from the recommended Gateway color palette. Bright pastel or dark color schemes which DECLARANT finds discordant in its sole discretion will not be permitted.

2.7 **Finished Floor Elevation.** All Dwelling Units shall have a minimum finished floor elevation of not less than 27.0 ngvd.

2.8 **Garages, Carports, Enclosures, Storage Facilities 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

DR2529 Pg 1784

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 in the NEIGHBORHOOD which are on lots adjacent to the golf course (including lots which would be adjacent to the golf course but for lakes, rights of way, common areas or similar areas such that the lot overlooks the golf course) shall be constructed of dark bronze aluminum, with dark screening unless otherwise approved in writing by DECLARANT.

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

(d) 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.

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.

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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, Gateway Communities, Inc., a corporation organized and existing under the laws of the State of Florida, does hereby execute this DECLARATION.

Witnesses:

GATEWAY COMMUNITIES, INC.

Robin Martin

BY: Alice J. Carlson
Alice J. Carlson, Vice President

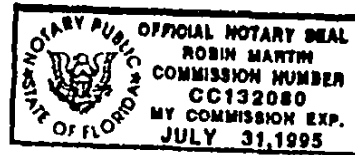
Barbara J. Nippert

STATE OF FLORIDA
COUNTY OF LEE

The foregoing instrument was acknowledged before me this 18 day of Aug, 1997, by Alice J. Carlson, Vice President of Gateway Communities, Inc., a Florida corporation, on behalf of the corporation. She is personally known to me.

Robin Martin
Robin Martin, Notary Public
My Commission Expires:

Prepared by:
Peter Doragh, Esquire
801 Laurel Oak Drive, #500
Naples, FL 33963



RECORDED
AUG 23 1997
COUNTY OF LEE
STATE OF FLORIDA