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DECLARATION OF NEIGHBORHOOD COVENANTS
FOR CYPRESS LINKS

THIS DECLARATION OF NEIGHBORHOOD COVENANTS FOR CYPRESS LINKS is made this 6
day of November, 1997, by Bay Colony - Gateway, Inc., a Delaware corporation (hereinafter referred to as
"Declarant").

WITNESSETH:

WHEREAS, Declarant, is 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 Green, the Declaration and
General Protective Covenants for Gateway Greens Community, which are recorded in Official Records Book 1977
at Pages 1367 through 1439, inclusive, of the Public Records of Lee County, Florida, as amended from time to time
(the "General Covenants"); and

WHEREAS, the General Covenants provide that Declarant may supplement the General Covenants for any
neighborhood (as Neighborhood is defined therein); and

WHEREAS, Declarant has determined that in order to cause a quality development with the Neighborhood,
supplemental restrictions and covenants should be imposed on the Neighborhood for the preservation of property
values of the Owners therein.

NOW, THEREFORE, Declarant 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

Section 1.1 "Declarant" shall mean and refer to Bay Colony - Gateway, Inc. or its successors; or a
successor-in-title to any portion of the property described on Exhibit "A" hereof pursuant to an instrument which
is duly recorded in the Public Records of Lee County, Florida and which conveys and assigns to the grantee thereof
all or any portion of the rights of Bay Colony - Gateway, Inc. hereunder. Such conveyance and assignment may

be partial in which event Bay Colony - Gateway, Inc.'s rights so conveyed shall be limited as provided in the instrument, or the same may be a complete conveyance and assignment, in which latter event shall vest such successor with all of the rights of Bay Colony - Gateway, Inc. hereunder at which time Bay Colony - Gateway, Inc. will be released of all liability hereunder.

Section 1.2 "Declaration" shall mean and refer to this Declaration of Neighborhood Covenants for Cypress Links as the same may be amended from time to time.

Section 1.3 "General Covenants" shall mean and refer to the Declaration and General Protective Covenants for Gateway Greens Community, recorded in Official Record Book 1977, Page 1367 et seq. of the Public Records of Lee County, Florida, as amended or supplemented from time to time.

Section 1.4 "Neighborhood" shall mean and refer to any portion of the property legally described on Exhibit "A".

Section 1.5 "Owner" shall mean and refer to the record title holder, whether one (1) or more persons or entities, of the fee simple title to any Home situated within or upon any Lot in the Neighborhood.

Section 1.6 All other words defined in the General Covenants shall have the same meaning herein.

ARTICLE 2
SUPPLEMENTAL RESTRICTIONS

CONSTRUCTION STANDARDS

Section 2.1 Construction Standards. All property which is now or may hereafter be subjected to this Declaration is subject to review and architectural and site plan pursuant to the General Covenants. In addition to the requirements established in accordance with the General Covenants, the following standards shall govern structures and improvements to Homes. These standards shall be for the benefit of and may be enforced pursuant to the General Covenants.

Section 2.1.1 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 Home. 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).

Section 2.1.2 Building Size. Each single family dwelling erected or constructed on any Home in the Neighborhood shall contain a minimum of one thousand eight hundred (1,800) square feet of air conditioned floor area and shall have minimum setbacks as described in Section 2.1.3 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 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.

Section 2.1.3 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 exterior wall.

- (a) Minimum front setback from any street 20 feet
- (b) Minimum side setback from any side Home line 7 feet

ARTICLE 3
GENERAL PROVISIONS

Section 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.

Section 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 the General Covenants.

Section 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.

Section 3.4 Amendment. Declarant may, in its sole discretion, modify, amend, waive or add to the 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.

Section 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 in 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 (2/3rds) of the lots agreeing to the termination or modification.

IN WITNESS WHEREOF, Declaration has been executed as of the date first above written.

Signed, Sealed and Delivered
in the presence of:

BAY COLONY - GATEWAY, INC.
a Delaware corporation

By: [Signature]
Its: Senior Vice President

Print Name and Address:

Vivien N. Hastings
24301 Walden Center Drive
Bonita Springs, FL 34134

[Signature]
Print Name: CARIN A. MELBY

[Signature]
Print Name: WYNNE A. TUCKER

EXHIBIT A

(Legal Description)

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EXHIBIT "A"

Gateway Phase 21, according to the plat thereof recorded in Plat Book 58, Pages 60 through 62, inclusive, of the Public Records of Lee County, Florida,

LESS AND EXCEPT THE FOLLOWING:

Lots 1, 3, 4, 7, 12, 15, 16, 41, 47, 48, 51, 52, 55, 67 and 71, Gateway Phase 21, according to the Plat thereof recorded in Plat Book 58, Pages 60 through 62, inclusive, of the Public Records of Lee County, Florida

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CHARLIE GREEN LEE CTY. FL
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