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This instrument prepared by:
Vivien N. Hastings, Esq.
24301 Walden Center Drive
Bonita Springs, Florida 34134

Record and Return to:
Laurel Y. Sitterly
24301 Walden Center Drive
Bonita Springs, Florida 34134

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**DECLARATION OF
NEIGHBORHOOD COVENANTS
FOR
GATEWAY PHASE 24
(Walden Lakes)**

THIS DECLARATION made this 8th day of OCTOBER, 1999 by Bay Colony-Gateway, Inc., a Delaware corporation, successor by merger of Gateway Communities, Inc. (formerly known as Westinghouse Gateway Communities, Inc.) hereinafter called DECLARANT.

WITNESSETH

WHEREAS, DECLARANT 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

WHEREAS, said GENERAL COVENANTS provide that DECLARANT may supplement the GENERAL COVENANTS for any neighborhood (as NEIGHBORHOOD is therein defined); and

WHEREAS, DECLARANT 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, 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 I
DEFINITIONS

1.1 "DECLARANT" shall mean and refer to Bay Colony-Gateway, Inc., a Delaware 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 "COMMUNITY ASSOCIATION" shall mean and refer to Gateway Greens Community Association, Inc., the overall master association for the Gateway Green Community.

- 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.
- 1.4 "GSD" shall mean and refer to the Gateway Services District, an independent special district of the State of Florida established under Chapter 190 Florida Statutes.
- 1.5 "LOT or LOTS" shall mean any one of or all of those platted lots in the NEIGHBORHOOD.
- 1.6 "NEIGHBORHOOD" shall mean and refer to that real property, or any portion thereof, described as: GATEWAY PHASE 24, according to the Plat thereof as recorded in Plat Book 65 at Pages 9 through 14, inclusive, of the Public Records of Lee County, Florida.
- 1.7 "NEIGHBORHOOD DECLARATION" shall mean and refer to this Declaration of Neighborhood Covenants for Gateway Phase 24 (Walden Lakes).
- 1.8 "OWNER" shall mean and refer to any record owner of the fee interest in any lot in the NEIGHBORHOOD.
- 1.9 "PLAT" shall mean and refer to the plat of GATEWAY PHASE 24 as recorded in Plat Book 65, Pages 9 through 14, of the Public Records of Lee County, Florida, as it may be amended from time to time.
- 1.10 All other words defined in the GENERAL COVENANTS shall have the same meaning herein.

ARTICLE II
SUPPLEMENTAL RESTRICTIONS

2.1 USE RESTRICTIONS

- a) 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.
- b) 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.
- c) No building, Structure or other improvement shall be placed in or on the NEIGHBORHOOD unless and until DECLARANT has issued its written approval. In obtaining said written approval, OWNER or any other person applying shall comply with all of the requirements and procedures of Article 3 of the GENERAL COVENANTS.

2.2 BUILDING SETBACK LINES. SIZE AND HEIGHT OF BUILDING

- a) 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;

- i) Front Lot Lines: 15 feet for side-entry garage
17 feet for front-entry garage
- ii) Side Lot Lines: One Story: 5 feet
Two Story: 5 feet
Bi-Level: 5 feet (one story side)
Bi-Level: 5 feet (two story side)

All Accessory Structures:
Same as principal Structure

- iii) Rear Lot Lines: 10 feet
Waterfront sites: 25 feet

Setbacks for screen enclosures may be reduced to 5 feet as long as no easement is encroached upon.

- b) All corner LOTS shall have a minimum street side setback of 20 feet.
- c) 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.
- d) 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.
- e) No Structure shall be erected or constructed over a height of twenty-five (25) feet, or three (3) stories, whichever is more, measured from the finished grade of the LOT.
- f) Minimum floor area per Dwelling Unit shall be 1,200 square feet of living area. The method of determining square foot area of proposed Dwelling Units, or additions and enlargements thereto shall be to multiply 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.

2.3 GARAGES. CARPORTS. TRASH AREAS. MAILBOXES AND ENCLOSURES

- a) Each Dwelling Unit shall have a 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.
- b) Carports shall not be permitted.
- c) Storage facilities for garbage and trash containers shall be required for each Dwelling Unit, and shall be shielded from street view.
- d) All mailboxes shall be maintained in good, clean and attractive condition as required by DECLARANT. 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 that so designated by DECLARANT.

e) 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 the DECLARANT. The location of all swimming pool enclosures and screens must be approved by DECLARANT in writing prior to construction.

2.4 ROOFS

a) 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.

b) 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 the 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.

2.5 ROAD MAINTENANCE

The COMMUNITY ASSOCIATION shall be responsible for the maintenance, repair and replacement of all of the private road rights-of-way of Mahogany Run, Lake Run Drive, Venicia Drive, Walden Lakes Drive and Walden Run Drive, more particularly described as Tract "A" on the PLAT, including landscaping and signage.

2.6 WATER MANAGEMENT

GSD shall be responsible for the water management including drainage facilities, lake maintenance, including storm water storage and capacity for all of Tract "D" labeled "WATER MANAGEMENT AREAS" on the PLAT, subject to the requirements of South Florida Water Management District.

2.7 LANDSCAPE BUFFERS

The COMMUNITY ASSOCIATION shall be responsible for the installation, repair and maintenance of landscaping and signage within Tracts "B", "C", "F" and "G" labeled "OPEN SPACE" on the PLAT.

2.8 LANDSCAPE TRANSITION YARD AND PRIVACY WALL

The COMMUNITY ASSOCIATION shall be responsible for the construction, installation, repair and maintenance of privacy walls and landscaping within those parts of Tracts "B" and "C" labeled "LANDSCAPE TRANSITION YARD AND PRIVACY WALL EASEMENT" on the PLAT.

2.9 LAKE MAINTENANCE EASEMENTS

The rear of LOTS 1 through 5, 7, 8, 10 through 25, 27, 28 and 30 through 48, Block A and LOTS 1 through 20 and 22 through 33, Block B are encumbered by a 20 foot Landscape Maintenance Easement in favor of GSD for purposes of water management, drainage and/or lake maintenance.

2.10 DRAINAGE EASEMENTS

LOTS 7, 8, 22, 23, 27, 28, 42, 43, 46 and 47, Block "A" and LOTS 6, 7, 18, 19, 23, 24, 28 and 29, Block "B" are subject to a Drainage Easement in favor of GSD for the purpose of installation, repair and maintenance of its drainage facilities within said Drainage Easements.

2.11 DAMAGE TO COMMON AREAS

If during construction activity on a LOT, or at any other time, any of the Corporation Common Area (as defined in the GENERAL COVENANTS), including without limitation, street signs, underground utilities or irrigation lines located thereon, the OWNER of such LOT shall be liable for all costs incurred in repairing or replacing such Corporation Common Area, and the total costs thereof shall be assessed against the OWNER as a Special Assessment (as defined in the GENERAL COVENANTS), the lien for which may be foreclosed in the same manner as is provided for the enforcement of assessment liens as set forth in the GENERAL COVENANTS.

ARTICLE III
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 these 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.

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

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 original set forth herein. Furthermore, any amendment to this DECLARATION that will affect the stormwater system, including water management portions of common areas, if any, will be subject to the prior approval of South Florida Water Management District.

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 Trinity (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, Bay Colony-Gateway, Inc., a Delaware corporation, does hereby execute this DECLARATION in its name by its undersigned, authorized officer this 8 day of OCTOBER, 1999.

Signed, sealed and delivered in the presence of:

BAY COLONY - GATEWAY, INC., a Delaware corporation

Laurel Y. Sitterly
Print Name LAUREL Y. SITTERLY

By: Vivien N. Hastings
Vivien N. Hastings
Senior Vice President

Melanie Scire
Print Name MELANIE SCIRE

STATE OF FLORIDA
COUNTY OF LEE

The foregoing Declaration was acknowledged before me this 8 day of OCTOBER, 1999 by Vivien N. Hastings, as Senior Vice President of Bay Colony - Gateway, Inc., a Delaware corporation, on behalf of the corporation. She is personally known to me.

Laurel Y. Sitterly
Notary Public
Name: LAUREL Y. SITTERLY
My Commission Expires:

