



GATEWAY GREENS

COMMUNITY ASSOCIATION

ANNOTATED GOVERNING DOCUMENTS

INCORPORATING

ALL AMENDMENTS AND SUPPLEMENTS

THROUGH MAY 31, 2018.

A Notice of Preservation of Use Restrictions Under Marketable Record Title Act for Gateway Greens Community Association was recorded by the Lee County Clerk of Circuit Court as Instrument Number 2018000057117 on March 9, 2018.

This Restated Declaration and General Protective Covenants for Gateway Greens Community (Pages 1 - 84, inclusive) was recorded by the Lee County Clerk of Circuit Court as Instrument Number 2018000141529 on June 12, 2018. It incorporates all previously adopted amendments and supplements through May 31, 2018.

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CERTIFICATE OF AMENDMENT AND NOTICE OF RE-RECORDING
DECLARATION AND GENERAL PROTECTIVE COVENANTS FOR GATEWAY
GREENS COMMUNITY AND THE ARTICLES AND BYLAWS OF
GATEWAY GREENS COMMUNITY ASSOCIATION, INC., WITH ALL PREVIOUSLY
ADOPTED AND RECORDED AMENDMENTS AND SUPPLEMENTS
INCORPORATED

On March 18, 1988 the original Declaration and General Protective Covenants for Gateway Greens Community and the Articles of Incorporation and Bylaws of Gateway Greens Community Association, Inc., (hereinafter collectively the Governing Documents) were recorded in the Public Records of Lee County, Florida at O.R. Book 1977, Page 1367 et. seq. Subsequently the Developer and the Association amended and supplemented the Governing Documents by recording 16 amendments and recording 23 supplements. The Governing Documents attached hereto are being re-recorded with all of the amendments incorporated into the body of the respective document and the supplements being incorporated by listed reference. This is being done for ease of use and reference. Additionally, a single amendment adopted and approved by a vote of the members at a meeting on May 31, 2018 removing the Design Review Manual as an Exhibit has been incorporated.

WITNESSES:

(Sign) James A. Page
James A. Page

**GATEWAY GREENS COMMUNITY
ASSOCIATION, INC.**

(Sign) Donna Basile
Donna Basile

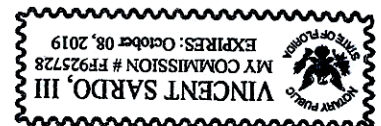
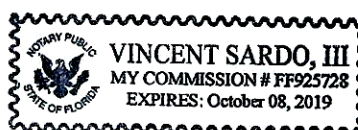
BY: Paul J. Tobin
Paul J. Tobin as President of Gateway
Greens Community Association, Inc.

**STATE OF FLORIDA
COUNTY OF LEE**

The foregoing instrument was acknowledged before me this 6th day of June 2018 by Paul J. Tobin as President of Gateway Greens Community Association, Inc., on behalf of said corporation. Said person produced a driver's license as identification and did not take an oath.

NOTARY PUBLIC:

Vincent Sardo, III



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DECLARATION AND GENERAL PROTECTIVE COVENANTS
FOR GATEWAY GREENS COMMUNITY

This DECLARATION is made this 15th day of March, 1988 by WESTINGHOUSE GATEWAY COMMUNITIES, INC., its successors and assigns ("Declarant");

WITNESSETH:

WHEREAS, Declarant, Westinghouse Gateway Communities, Inc., presently having its principal place of business in Lee County, Florida, is the developer of "Gateway Greens Community" (hereinafter defined) consisting primarily of residential property and common area serving same desires to create a superior and unique community; and,

WHEREAS, Declarant is presently contemplating developing a large tract of real property as part of a cohesive planned community to be known as the Gateway Greens Community; and

WHEREAS, the real property which may ultimately be developed as the Gateway Greens Community (or "GGC") is located within GATEWAY, a new community near the City of Fort Myers, in Lee County, Florida; and

WHEREAS, Declarant by this Declaration imposes those certain protective covenants, conditions and restrictions set forth herein upon only a portion of the GGC, which portion of the GGC is legally described on Exhibit A hereto and shall be herein referred to as "Committed Property"; and

WHEREAS, Declarant may in the future elect to add or not to add additional portions of the GGC to the Committed Property hereunder and thereby subject such additional portions of the GGC to this Declaration and to amend this Declaration, and, as well, to impose additional protective covenants, conditions and restrictions not set forth in this Declaration on such additional portions of GGC; and,

WHEREAS, Declarant may impose additional protective covenants, conditions and restrictions, in conjunction with this Declaration, as may be necessary and appropriate on each "Neighborhood" (as that term is hereinafter defined); and,

WHEREAS, Declarant desires to provide for the preservation of property values, amenities and opportunities in that portion of the Gateway Greens Community which is Committed Property (and such additional land which may be added to the Committed Property and which may hereafter be subjected to this Declaration) contributing to the personal and general health, safety and welfare of residents and for the maintenance of the land and improvements thereon, and to this end desires to subject the Committed Property, together with such additional portions of GGC as may hereafter be added to the Committed Property in accordance

with the provisions hereof, to the protective covenants, conditions, restrictions, and other provisions hereinafter set forth, each and all of which is and are for the benefit of the Committed Property and each "Owner" (as that term is hereinafter defined) thereof; and,

WHEREAS, Declarant has caused Gateway Greens Community Association, Inc., a Florida corporation not-for-profit (the "Corporation") to be formed, which Corporation has joined in these Protective Covenants and to which there has been and will be delegated and assigned certain powers and duties of operation, administration, maintenance and repair of portions of the Committed Property; and collection and disbursement of the "Operating Expenses" (as that term is hereinafter defined) all as more particularly set forth herein.

WHEREAS, Declarant may, in its sole discretion, from time to time, convey, lease or grant license or other right of lands within or without the GGC by deed, easement, or otherwise to the Corporation (which must accept the same), or Declarant may in its sole discretion cause additional parties to do so, for the purpose of maintenance, landscaping, drainage, recreation or other purposes that will be for the use and benefit of its "Members" (as that term is hereinafter defined) and their families, tenants and guests.

NOW, THEREFORE, the Declarant, Westinghouse Gateway Communities, Inc., declares that the Committed Property, together with such additional portions of GGC, if any, as may hereafter be added to the Committed Property in accordance with this Declaration, are and shall be owned, used, sold, conveyed, encumbered, demised and occupied subject to the covenants, conditions, restrictions, easements, reservations, regulations, burdens, liens, and all other provisions of this Declaration, all as hereinafter set forth, which shall run with the Committed Property and be binding on all parties having any right, title or interest in the Committed Property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each Owner thereof.

ARTICLE 1

DEFINITIONS

1.1 "Board of Governors" or "Board" shall mean and refer to the Board of Governors of the Corporation.

1.2 "Business Unit" shall mean and refer to each one-tenth (1/10) of an acre of any portion of the Committed Property, except Golf Course Property, the Clubhouse Site, and the Hotel in which the Declarant has permitted commercial or institutional uses in an instrument executed by Declarant and recorded in the Public Records of Lee County, Florida; thus each acre of such property shall have ten (10) Business Units assigned to it.

1.3 “Clubhouse Site” shall mean and refer to that portion of the Golf Course which may be designated by the Declarant, in Declarant’s discretion, as a separate Clubhouse Site. Declarant shall have the option, but not the obligation, to add the Clubhouse Site to the Committed Property.

1.4 “Committed Property” shall mean and refer to (a) those portions of GGC described in Exhibit A attached hereto and made a part hereof; and (b) those portions of GGC, if any, which may hereinafter become Committed Property pursuant to the recordation of one or more “Supplements” (as that term is described in Article 2.3 hereof).

1.5 “Corporation” shall mean and refer to Gateway Greens Community Association, Inc., a Florida corporation not-for-profit, which has its principal place of business in Lee County, Florida, its successors and assigns.

1.6 “Corporation Common Area” shall mean and refer to all real property and any improvements and fixtures and corresponding infrastructure thereon, owned, leased or the use of which has been granted to the Corporation or which the Corporation is or has been made responsible for operating and maintaining, as set forth in this Declaration, including, but not limited to, the real property described in Exhibit B below. Corporation Common Area shall also include the surface/storm water management system (including dedicated lake tracts, lake maintenance or drainage easements), tracts for rights-of-way or access easements and corresponding roads and streets, utility easements or tracts for corresponding sewer/potable water, as well as any sewer/potable water facilities, and water management and open space areas.¹

1.7 “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 the Declaration as specified by the Declarant.

1.8 “Declaration” shall mean and refer to this document entitled “Declaration and General Protective Covenants for Gateway Greens Community” as the same may be amended from time to time.

1.9 “Dwelling Unit” shall mean and refer to any residential dwelling unit for which a Certificate of Occupancy has been issued by the applicable governmental entity and which is intended as an abode for one family constructed on a portion of GGC which is Committed Property hereunder including, without limitation, a detached single family home, an attached townhouse or patio dwelling, duplex or other multi-unit, multistory, residential building and whether any of the foregoing

¹ Fourteenth Amendment to the Declaration and General Protective Covenants for Gateway Greens Community, as recorded at O.R. Book 3513, Page 4344, of Public Records of Lee County, Florida. Instrument number 5264967 dated November 2, 2001. 3 pages.

are subject to fee simple, cooperative, condominium, rental or other forms of ownership or possession.

1.10 “First Area Master Plan” shall mean and refer to that portion of Gateway as defined in the Gateway Development of Regional Impact Development Order, as amended from time to time.

1.11 “Gateway Greens Community” or “GGC” shall mean and refer to certain real property within GATEWAY, in Lee County, Florida, which may from time to time be designated as Committed Property as that term is defined herein. The Declarant presently intends to include within GGC the residential property described in the First Area Master Plan which lies westerly of Gateway Boulevard and the Golf Course. Not all of GGC is Committed Property under this Declaration.

1.12 “GATEWAY” shall mean and refer to those certain lands located in Lee County, Florida, with the general boundary of Interstate 75 to the west, Colonial Boulevard Extension to the north, State Road 82 to the east, and Daniels Road to the south, and certain land located to the west of Interstate 75, and such lands as may, from time to time, be added or subtracted from said lands.

1.13 “Golf Course” shall mean and refer to the approximate area depicted as a golf course on the First Area Master Plan.

1.14 “Governing Documents” shall mean and refer to the declaration and the Articles of Incorporation (“Articles”) By-Laws (“By-Laws”) and the Rules and [Regulations] (“Rules and Regulations”) of the Corporation, as filed or recorded, if required, and all as may be amended from time to time. (The Articles and By-Laws are attached hereto as Exhibits D and E respectively.) In the event of conflict or inconsistency among the documents, the governing provision shall be the first appearing in the sequence: this Declaration, the Articles, the By-Laws and the Rules and Regulations.

1.15 “GSD” shall mean and refer the Gateway Services District, a community development district established by the State of Florida.

1.16 “Hotel” shall mean and refer to a facility offering transient lodging accommodations to the general public, including motels, inns, and similar establishments, which may provide such additional incidental services and facilities as retail shopping, meeting rooms, and recreational facilities. The Hotel may, in Declarant’s discretion, be constructed on a part of the Golf Course property. The term shall include the real property upon which the Hotel is built.

1.17 “Hotel Room” shall mean and refer to a room or site in a Hotel which is intended for the exclusive overnight occupancy of a Hotel guest.

1.18 “Institutional Mortgages” shall mean and refer to (a) a lending institution having a first mortgage lien on a Plot including any of the following institutions: a federal or State Savings and Loan or Building and Loan Association, a national or state bank or real estate investment trust, or mortgage banking company doing business in the State of Florida or a life insurance company; or (b) and “Secondary Mortgage Market Institution” including a Federal National Mortgage Association, Government National Mortgage Association, Federal Home Loan Mortgage Corporation, Federal Housing Administration and Veterans Administration and such other secondary Mortgage Market Institutions as the Board shall hereafter approve in writing which has acquired a first mortgage upon a Plot; or (c) any and all investors or lenders which have loaned money to Declarant to acquire, or construct improvements upon, the Committed Property and who have a mortgage lien on all or a portion of the Committed Property securing such loan.

1.19 “Land Segment” shall mean and refer to real property which is a part of the Committed Property which is not a Single Family Lot, Business Unit, or Dwelling Unit and which is designated by Declarant in writing as a Land Segment. Each Land Segment shall have that number of Property Units and Values which are attributed and assigned to it by Declarant in accordance with the provisions of Article 5.3 of this Declaration.

1.20 “Members” shall mean and refer to those Persons who are entitled to membership in the Corporation, i.e. every Owner, the ‘Golf Course Owner’ (hereinafter defined) and Declarant.

1.21 “Neighborhood” shall mean and refer to any development of Dwelling Units, business development or other sub-area development within the Committed Property which is designated as such by the Declarant in a written instrument and which is within the Committed Property.

1.22 “Neighborhood Association” shall mean and refer to any property owners association, homeowners association, condominium association, or other such entity, their successors and assigns, responsible for administering a Neighborhood.

1.23 “Neighborhood Common Area” shall mean and refer to all real property including any improvements and fixtures thereon, owned, leased or the use of which has been granted to a Neighborhood or Neighborhood Association for the common use and enjoyment of the Owners in such Neighborhood and which has been consented to in writing by the Declarant.

1.24 “Neighborhood Covenants” shall mean and refer to any and all covenants, conditions, restrictions, and other provisions imposed by a recorded instrument applicable to one or more specific Neighborhoods but not to all Neighborhoods if there shall be more than one Neighborhood.

1.25 “Operating Expenses” shall mean and refer to the expenses in which the Owners are liable to the Corporation as described in this Declaration and in any other of the Governing Documents, and include, but are not limited to, the costs and expenses incurred by the Corporation in fulfilling its obligations hereunder and in administering, operating, owning, constructing, reconstructing, financing, maintaining, repairing, and replacing the Corporation Common Areas or portions thereof and improvements thereon as well as the expenses incurred by the Corporation on fulfilling the obligations under the Governing Documents, which mean and include the costs and expenses described in the Governing Documents as such and include regular and special assessments made by the Corporation in accordance with the terms hereof.

1.26 “Owner” shall mean and refer to a record owner of any fee interest in any Plot located within the Committed Property, but excluding those having an interest in a Plot merely as security for the performance of an obligation.

1.27 “Person” shall mean and refer an individual, corporation, governmental agency, business trust, estate, trust, partnership, association, two or more persons having a join or common interest, or any other legal entity.

1.28 “Plot” shall mean and refer to any of the following property within that portion of the GGC which is Committed Property or any additional lands later committed hereto by Declarant: a platted parcel; a Dwelling Unit; a Business Unit; a Land Segment; or any quantity of real property, platted or unplatted, including any fixtures or improvements thereon, capable of being described with such definiteness that its location and boundaries may be established, which is determined by the Declarant to be used, developed and conveyed as a unit and which is not Corporation Common Area or Neighborhood Common Area.

1.29 “Property Units” shall mean and refer to the number of Dwelling Units or Business Units which may be constructed on a certain defined Land Segment. Each Land Segment shall have such number of Property Units as may be assigned to it by Declarant, in writing, in accordance with the provisions of Article 5.3 of this Declaration.

1.30 “Single Family Lot” shall mean and refer to a single family lot shown on a plat upon which no more than one (1) Dwelling Unit may be constructed in accordance with applicable zoning and use regulations or Neighborhood Covenants and which is part of the Committed Property.

1.31 “Structure” shall mean that which is built or constructed, or any piece of work artificially built up or composed of parts joined together in some definite manner, the use of which requires more or less permanent or temporary location on the ground, or which is attached to something having a permanent or temporary location on the ground. The term shall be construed as if followed by the words “or part thereof”.

1.32 "Value" shall mean and refer to a number, assigned to a Plot which is used in determining that Plot's applicable portion of Operating Expenses, all in accordance with the provisions of Article 7 of this Declaration, and in regard to Land Segments, the Value shall also be used to determine the number of votes assigned to a Land Segment as set forth in Article 5.2 of this Declaration.

ARTICLE 2

PLANS FOR DEVELOPMENT AND DECLARANT'S RIGHTS AND POWERS

2.1 General Plan for Development.

Declarant presently plans to develop within GATEWAY a community called "Gateway Greens" as a multiphased planned development. Gateway Greens will be built around an eighteen-hole golf course (the "Golf Course"). The Golf Course shall not be a part of GGC nor subject to this Declaration, except for a clubhouse site which may become Committed Property in the future, at the discretion of the Declarant. Nevertheless, the Committed Property will benefit from the aesthetics, open space and ambiance of the Golf Course. Certain real property is Committed Property under this Declaration and additional real property within GATEWAY may become Committed Property hereunder pursuant to a Supplement.

2.2 Committed Property.

NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN CONTAINED OR CONTAINED IN ANY OF THE GOVERNING DOCUMENTS, ONLY THAT PORTION OF THE GCC WHICH IS COMMITTED PROPERTY (AS THAT TERM IS DEFINED IN SECTION 1.4 OF THIS DECLARATION) SHALL BE SUBJECT TO THE PROVISIONS OF THIS DECLARATION AND THE OTHER GOVERNING DOCUMENTS.

2.3 Additional Land and Property Which May or May Not Be Committed.

(a) Declarant shall have the right, and the power, but neither the duty nor obligation, in its sole discretion, and by its sole act, to add additional portions of the GGC ("Additional Lands") to the Committed Property by recording in the Public Records of Lee County, Florida, an instrument (a "Supplement") subjecting such Additional Lands to this Declaration. SOME OF THE EFFECTS OF ADDING SUCH ADDITIONAL LANDS WOULD BE TO ALLOW FOR AN INCREASE IN THE NUMBER OF PLOTS, THE SIZE OF THE CORPORATION COMMON AREAS, THE NUMBER OF MEMBERS, THE NUMBER OF PERSONS USING THE CORPORATION COMMON AREAS, THE NUMBER OF PROPERTY UNITS, THE SIZE OF THE CORPORATION'S BUDGET AND THE TOTAL NUMBER OF VOTES WHICH COULD BE CAST BY MEMBERS OF THE CORPORATION.

(b) Declarant may also, in its sole discretion, include in a Supplement certain provisions which (i) modify any of the provisions of this Declaration insofar as they apply to Additional lands only, or (ii) creates new provisions applicable to such Additional Lands, or (iii) omits the applicability of any of the provisions of this Declaration to such Additional Lands, or (iv) does any, all, or none of those above.

(c) The execution and recordation of this Declaration shall not be construed to require the Declarant to subject any portions of the GGC, other than the Committed Property, to the covenants, conditions, restrictions or other provisions of this Declaration or any other recorded instrument.

(d) In the event Declarant determines not to add a particular portion of the GGC to the Committed Property and Declarant desires to make a statement to this effect of record, then Declarant may by its act alone, without the necessity of the joinder of the Corporation or any Person, place a statement to that effect in the Public Records of Lee County, Florida, in which event such portion of GGC described therein may not become Committed Property and shall not be affected by any of the provisions of this Declaration whatsoever.

2.4 Corporation Common Area.

(a) Declarant shall have the right, and the power, but neither the duty nor the obligation, in its sole discretion, to convey, lease, or grant a license or other use right to real property within or without GGC whether it be Committed Property or not, to the Corporation for such purposes as may be expressed in the instrument of conveyance, lease or grant of license or use. No such real property shall be considered to be Corporation Common Area until actually so conveyed, leased or a grant of license or other use right is created by a written instrument. Notwithstanding anything contained herein the real property on Exhibit B hereto is Corporation Common Area.

(b) Any such conveyance, lease or grant of license or use right to the Corporation may be exclusive or non-exclusive so that Persons other than Corporation may or may not have a right, power, duty, or privilege with respect to all or part of any real property so conveyed, leased, licensed or the use of which has been granted. Corporation shall accept from Declarant any such conveyance, lease, grant of license or grant of use right. Except as provided in paragraphs (d) and (e) below, Corporation shall not accept, from any person other than Declarant, a conveyance, lease, grant of license or grant of use right except upon the prior written consent of the Declarant.

(c) Prior to any conveyance, lease or grant of license or other use right by Declarant to Corporation of any property, Declarant shall have the right to charge reasonable fees for the use of such property; thereafter, the right to use such property is subject to the payment of Operating Expenses and may also be subject to reasonable rents, fees and other charges in favor of the Corporation; in any event,

rents, fees and other charges required to be paid to Declarant under leases, grants, licenses or contracts creating use rights shall continue to be paid.

(d) Declarant may convey real property to GSD and it may cause the Corporation to enter into a lease, license or other use agreement, on an exclusive or non-exclusive basis, of such real property with GSD. The lease, license or use agreement may provide that the Corporation and its members may use or have the benefit of such real property on an exclusive or non-exclusive basis and may obligate the Corporation to maintain and pay for the administration, taxes, insurance, upkeep, repair, replacement and maintenance of such real property, which costs shall be Operating Expenses, whether or not such real property is or is not Corporation Common Area.

(e) The Corporation may enter into easement agreements or other use or possessory agreements whereby the Corporation may obtain the use or possession of certain real property not owned by the Declarant, on an exclusive or non-exclusive basis, and included or not included within the Committed Property for certain specified purposes and whereby the Corporation agrees to maintain and pay for the taxes, insurance, administration, upkeep, repair, replacement and maintenance of such property. The aforesaid expenses shall be Operating Expenses whether or not such real property shall be Corporation Common Areas. Prior to the "Turnover Date" (as that term is defined in Article V of the Articles), no such agreement shall be entered into without the prior written consent of the Declarant.

(f) The Declarant declares, subject to the provisions of this Declaration, including but not limited to, the provisions of Article 4.1 hereof, that the Corporation Common Areas are subject to the perpetual non-exclusive easement in favor of the Declarant, the Corporation, the Neighborhood Associations, the Owners, the "Golf Course Owner" (as that term is hereinafter defined), their family members, guests, members, invitees and lessees, to use the Corporation Common Areas for all normal purposes, including, but not limited to, ingress and egress and for the furnishing of services and facilities for which the same are reasonably intended in accordance with the terms of this Declaration. NOTWITHSTANDING ANYTHING CONTAINED IN THIS DECLARATION, DECLARANT, IN ITS SOLE DISCRETION, MAY TERMINATE SUCH EASEMENTS AS TO A PORTION OF THE CORPORATION COMMON AREA AND CAUSE SAME TO BECOME NEIGHBORHOOD COMMON AREAS BY THE RECORDATION OF AN INSTRUMENT IN THE PUBLIC RECORDS OF LEE COUNTY STATING SUCH FACT AND DESCRIBING SUCH CORPORATION COMMON AREAS BEING MADE INTO NEIGHBORHOOD COMMON AREAS, PROVIDED THAT SUCH ACT SHALL NOT DEPRIVE AN OWNER OF A MEANS OF INGRESS AND EGRESS FROM HIS PLOT TO A PUBLICLY DEDICATED ROAD OR A MEANS OF BEING FURNISHED THOSE PUBLIC UTILITIES WHICH WERE IMMEDIATELY PRIOR THERETO BEING FURNISHED. Declarant also declares that the Corporation Common Areas are also subject to an easement for ingress and egress in favor of governmental and quasi-

governmental for the purposes of police, fire, mail, ambulance, garbage collection, municipal or other such governmental services.

(g) Declarant reserves the right for itself and its designees to grant additional easements for ingress and egress, governmental services and utilities and cable television over, across and under the Corporation Common Areas, for the use and benefit of persons who are not Members of the Corporation and for portions of the Gateway Greens Community which are not Committed Property hereunder.

(h) The real property described as Tracts A and B in Gateway, Phase II, a subdivision shown in Plat Book 41, Pages 86 – 90 inclusive, of the Public Records of Lee County, Florida, is Corporation Common Area and, as such, is subject to all the provisions of this Declaration applying to Corporation Common Area.²

(i) The real property described as Tracts A, B, C, and D in Gateway, Phase 4, a subdivision as shown in Plat Book 43, Pages 67 – 73 inclusive, of the Public Records of Lee County, Florida, is Corporation Common Area and, as such, is subject to all provisions of the Declaration applying to Corporation Common Area.³

(j) The real property described as Tracts B, C, F, G, and H, in the plat of Gateway Phase 9, a subdivision as shown in Plat Book 47, Pages 10 – 20 inclusive, of the Public Records of Lee County, Florida, is Corporation Common Area and, as such, is subject to all provisions of this Declaration applying to Corporation Common Area.⁴

(k) The real property described as Tracts A, B, E and F in the Plat of Gateway Phase 8, a subdivision, as shown in the Plat thereof, recorded in Plat Book 47, Pages 93 – 98, inclusive of the Public Records of Lee County, Florida, is Corporation Common Area and as such, is subject to all provisions of this Declaration applying to Corporation Common Area.⁵

(l) The real property described as Tract B in the Plat of Gateway Phase 13, a subdivision, as shown in the Plat thereof, recorded in Plat 52, Pages 11 – 14, inclusive, of the Public Records of Lee County, Florida, is Corporation Common Area and as such, is subject to all provisions of this Declaration applying to Corporation

² Second Amendment to the Declaration and General Protective Covenants for Gateway Greens Community, as recorded at O.R. Book 2072, Page 4548, of Public Records of Lee County, Florida. Instrument number 2657621 dated May 26, 1989. 1 page.

³ Third Amendment to the Declaration and General Protective Covenants for Gateway Greens Community, as recorded at O.R. Book 2096, Page 2825, of Public Records of Lee County, Florida. Instrument number 2715914 dated September 16, 1989. 2 pages.

⁴ Fifth Amendment to the Declaration and General Protective Covenants for Gateway Greens Community, as recorded at O.R. Book 2189, Page 2093, of Public Records of Lee County, Florida. Instrument number 2944161 dated November 28, 1990. 2 pages.

⁵ Sixth Amendment to the Declaration and General Protective Covenants for Gateway Greens Community, as recorded at O.R. Book 2300, Page 4530, of Public Records of Lee County, Florida. Instrument number 3205626 dated May 20, 1992. 2 pages.

Common Area.⁶ [Note: This sub-paragraph (l) is indicated as sub-paragraph (k) in the 7th Amendment. It has been re-designated as sub-paragraph (l) as a scrivener's error.]

(m) The real property described as Tracts A, G, H, I, and N in the Plat of Gateway Phase 18, a subdivision as shown in the Plat thereof, recorded in Plat Book 55, Pages 61 – 72, inclusive, of the Public Records of Lee County, Florida, is Corporation Common Area and as such, is subject to all provisions of this Declaration applying to Corporation Common Area.⁷

(n) The real property described as Tract "A" in the Plat of Gateway Phase 21, a subdivision, as shown in the Plat thereof, recorded in Plat Book 58, Pages 60 – 62, inclusive, of the Public Records of Lee County, Florida, is Corporation Common Area and as such, is subject to all provisions of this Declaration applying to Corporation Common Area.⁸ [Note: This sub-paragraph (n) is indicated as sub-paragraph (m) in the 9th Amendment. It has been re-designated as sub-paragraph (n) as a scrivener's error.]

(o) The real property described as Tract "A", "F", "L" and "M" in the Plat of Gateway Phase 22, a subdivision, as shown in the Plat thereof, recorded in Plat Book 58, Pages 76 – 80, inclusive, of the Public Records of Lee County, Florida, is Corporation Common Area and as such, is subject to all provisions of this Declaration applying to Corporation Common Area.⁹ [Note: This sub-paragraph (o) is indicated as sub-paragraph (m) in the 10th Amendment. It has been re-designated as sub-paragraph (o) as a scrivener's error.]

(p) The real property described as Tract "A" (Road Rights-of-way) and Tracts "C", "F" and "G" (Landscape Buffer Tracts) in the Plat of Gateway Phase 24 according to the Plat thereof recorded in Plat Book 65, Pages 9 – 14, inclusive, of the Public Records of Lee County, Florida.¹⁰ [Note: This sub-paragraph (p) is indicated as sub-paragraph (n) in the 12th Amendment. It has been re-designated as sub-paragraph (p) as a scrivener's error.]

⁶ Seventh Amendment to the Declaration and General Protective Covenants for Gateway Greens Community, as recorded at O.R. Book 2417, Page 2228, of Public Records of Lee County, Florida. Instrument number 3442841 dated August 23, 1993. 2 pages.

⁷ Eighth Amendment to the Declaration and General Protective Covenants for Gateway Greens Community, as recorded at O.R. Book 2532, Page 2974, of Public Records of Lee County, Florida. Instrument number 3650120 dated September 2, 1994. 2 pages.

⁸ Ninth Amendment to the Declaration and General Protective Covenants for Gateway Greens Community, as recorded at O.R. Book 2742, Page 3202, of Public Records of Lee County, Florida. Instrument number 4027723 dated September 10, 1996. 2 pages.

⁹ Tenth Amendment to the Declaration and General Protective Covenants for Gateway Greens Community, as recorded at O.R. Book 2742, Page 3204, of Public Records of Lee County, Florida. Instrument number 4027724 dated September 10, 1996. 2 pages.

¹⁰ Twelfth Amendment to the Declaration and General Protective Covenants for Gateway Greens Community, as recorded at O.R. Book 3187, Page 1413, of Public Records of Lee County, Florida. Instrument number 4751640 dated November 10, 1999. 2 pages.

- (q) The real property described as:¹¹
- i. Tract “C” (Water Management Tract), as shown on plat of the Gateway Phase 2 according to the plat thereof recorded in Plat Book 41, Pages 86 through 90, of the Public Records of Lee County, Florida;
 - ii. Tract “A” (Water Management Tract), Tract “D” (Water Management Tract), Tract “E” (Water Management Tract) and Tract “I” (Water Management Tract), as shown on plat of the Gateway Phase 9, according to the plat thereof recorded in Plat Book 47, Pages 10 through 20, of the Public Records of Lee County, Florida;
 - iii. Tract “A” (Water Management Tract), Tract “C” (Water Management Tract) and Tract “D” (Water Management Tract), as shown on plat of the Gateway Phase 13, according to the plat thereof recorded in Plat Book 52, Pages 11 through 14, of the Public Records of Lee County, Florida;
 - iv. Tract “J” (Open Space Tract), Tract “K” (Water Management Tract), Tract “M” (Water Management Tract) and Tract “O” (Open Space Tract), as shown on plat of the Gateway Phase 18, according to the plat thereof recorded in Plat Book 55, Pages 61 through 72, of the Public Records of Lee County, Florida;
 - v. Tract “B” (Water Management Tract), Tract “C” (Drainage and Access Tract), Tract “D” (Conservation and Drainage Tract), Tract “E” (Water Management Tract) and Tract “F” (Conservation Tract), as shown on plat of the Gateway Phase 21, according to the plat thereof recorded in Plat Book 58, Pages 60 through 62, of the Public Records of Lee County, Florida;
 - vi. Tract “B” (Water Management Tract), Tract “C” (Water Management Tract), Tract “D” (Water Management Tract) and Tract “E” (Water Management Tract), as shown on plat of the Gateway Phase 22, according to the plat thereof recorded in Plat Book 58, Pages 76 through 80, of the Public Records of Lee County, Florida;

¹¹ Sixteenth Amendment to the Declaration and General Protective Covenants for Gateway Greens Community, recorded by Lee County Clerk of Circuit Court as Instrument number 2006000129179 dated March 29, 2006. 3 pages.

- vii. Tract "D" (Water Management Tract), as shown on plat of the Gateway Phase 24, according to the plat thereof recorded in Plat Book 65, Pages 9 through 14, of the Public Records of Lee County, Florida;
- viii. Tract "A" (Landscape Buffer Tract), Tract "B" (Landscape Buffer Tract), Tract "C" (Hidden Links Drive and Brassie Bend – Road Rights-of-Way Tracts), as shown on plat of the Gateway Hidden Links II according to the plat thereof recorded in Plat Book 69, Pages 97 through 100, of the Public Records of Lee County, Florida;
- ix. A tract of parcel of land being the right of way of Westlinks Drive lying in Section 18, Township 45 South, Range 26 East, Lee County, Florida, which tract is more particularly described as:

From the West quarter corner said Section 18 run N 00° 40' 41" W along the west line of said Section 18 for 301.66 feet to the southwest corner of Gateway Phase Nine as recorded in Plat Book 47 at Pages 10 through 20 of the Lee County Records; thence run N 89° 19' 16" E along the south line of said Gateway Phase Nine 10.00 feet to the Point of Beginning. From said Point of Beginning continue N 89° 19' 16" E along said south line for 50.00 feet; thence run S 00° 40' 44" E for 100.00 feet to a point of curvature; thence run southerly and southeasterly along the arc of a curve to the left of radius 275.00 feet (chord bearing S 28° 08' 45" E) (chord length 253.68 feet) (delta 54° 56' 01") for 263.66 feet to a point of tangency; thence run S 55° 36' 45" E for 121.74 feet to a point of curvature; thence run southeasterly along the arc of a curve to the right of radius 475.00 feet (chord bearing S 54° 53' 00" E) (chord length 12.09 feet) (delta 01° 27' 30") for 12.09 feet; thence run N 80° 15' 45" E for 31.54 feet; thence run southeasterly along a non-tangent curve to the right of radius 500.00 feet (chord bearing S 41° 25' 18" E) (chord length 172.53 feet) (delta 19° 52' 10") for 173.39 feet; thence run S 16° 18' 38" W along a non-radial line for 34.51 feet; thence run southeasterly and southerly along a non-tangent curve to the right of radius 430.00 feet (chord bearing S 17° 39' 26" E) (chord length 164.57 feet) (delta 22° 03' 51") for 165.59 feet to a point of tangency; thence run S 06° 37' 31" E for 260.00 feet; thence run S 51° 37' 31" E for 35.36 feet; thence run S 06° 37' 31" E for 172.23 feet to a point of curvature; thence run southerly and southeasterly along the arc of a curve to the left of radius 30.00 feet (chord bearing S 53° 36' 40" E) (chord

length 43.87 feet) (delta 93° 58' 18") for 49.20 feet to a point on the northerly line of Commerce Lakes Drive 120 feet wide; thence run westerly and westerly along the arc of a non-tangent curve of the right of radius 1185.00 (chord bearing S 83° 22' 29" W) (chord length 164.16 feet) (delta 07° 56' 36") for 164.29 feet; thence run northeasterly and northerly along the arc of a non-tangent curve to the left of radius 30.00 feet (chord bearing N 40° 22' 38" E) (chord length 43.87 feet) (delta 93° 58' 18") for 49.20 feet to a point of tangency; thence run N 06° 37' 31" W for 172.23 feet; thence run N 38° 22' 29" E for 35.36 feet; thence run N 06° 37' 31" W for 260.00 feet to a point of curvature; thence run northerly and northwesterly along the arc of a curve to the left of radius 380.00 feet (chord bearing N 17° 39' 26" W) (chord length 145.43 feet) (delta 22° 03' 51"); thence run N 73° 41' 22" W along a non-radial line for 36.54 feet, thence run northwesterly along a non-tangent curve to the left of radius 400.00 feet (chord bearing N 41° 25' 18" W) (chord length 125.55 feet) (delta 18° 03' 30") for 126.07 feet; thence run N 09° 09' 15" W along a non-radial line for 36.54 feet; thence run northwesterly along a non-tangent curve to the left of radius 425.00 feet (chord bearing N 54° 53' 00" W) (chord length 10.82 feet) (delta 01° 27' 30") for 10.82 feet to a point of tangency; thence run N 55° 36' 45" W for 121.74 feet to a point of curvature; thence run northwesterly and northerly along the arc of a curve to the right of radius 325.00 feet (chord bearing N 28° 08' 45" W) (chord length 299.80 feet) (delta 54° 56' 01") for 311.6 feet to a point of tangency; thence run N 00° 40' 44" W for 100.00 to the Point of Beginning.

Bearings hereinabove mentioned are Plane Coordinate for the Florida West Zone (1979 Adjustment) with the west line of Section 18 to bear N 00° 40' 44" W.

Subject to that certain Temporary Access Easement, recorded in O.R. Book 2953, Page 1240, of the Public Records of Lee County, Florida.

[Note: This sub-paragraph (q) is indicated as sub-paragraph (o) in the 16th Amendment. It has been re-designated as sub-paragraph (q) as a scrivener's error.]

2.5 Golf Course.

The Golf Course is not Committed Property and shall not be subject to the obligations and conditions of this Declaration except that: (a) a Clubhouse Site

and/or a Hotel may be subdivided from the Golf Course, and, if so, may be subject to the obligations and provisions of Article 6 and 7 hereof [Notwithstanding anything contained in this Declaration or other Governing Documents, the Value assigned to the clubhouse site in Article 7.1 shall not be changed without the prior written consent of the fee simple title owner to the Golf Course (the "Golf Course Owner") and; (b) The Golf Course Owner shall be a Member of the Corporation and shall be entitled to cast one vote as set forth in Article 5.2 hereof. The Golf Course Owner, the members of any club on the Golf Course, their family members, guests, invitees and lessees, the players or users of the Golf Course and the spectators at golf tournaments (the "Visitors") shall have a perpetual non-exclusive easement in their favor to use the Corporation Common Areas for all normal purposes, including but not limited to, ingress and egress and for the furnishing of services and facilities and for such other purposes for which the same are reasonably intended in accordance with the terms of this Declaration. Notwithstanding anything contained herein, the aforesaid easement as it relates to the use of Corporation Common Areas by members of any club on the Golf Course or Visitors shall be only as to that portion of the Corporation Common Areas necessary for their use. Any disputes as to what constitutes a normal purpose or what portion of the Corporation Common Areas are necessary for their use shall, during the term of this Declaration, be determined by Declarant in its sole and absolute discretion. Declarant reserves the right to impose upon the Corporation Common Areas such other easements which are required for the use and enjoyment of the Golf Course.

2.6 Other Entities or Associations.

Declarant shall have the right, and the power, but neither the duty nor the obligation, to record instruments subjecting the Additional Lands to protective covenants, or provisions other than those provided for in this Declaration. Such provisions may or may not create Neighborhood Associations or entities other than the Corporation. Such other entities may or may not have the same, additional, or different rights, powers, duties and privileges with respect to such Additional Lands; provided, however, that such recorded instrument may subject such Additional lands to the jurisdiction of the Corporation, and may make the owners of such Additional Lands Members of the Corporation under such terms and conditions as may be provided therein, which may be same as or substantially different from the terms and conditions of membership as provided herein.

2.7 Enforcement.

(a) Declarant reserves unto itself and its designees the right, and the power, (i) to enforce the covenants, conditions, restrictions, and other provisions of this Declaration, and (ii) to delegate and assign, either exclusively or non-exclusively, any or all of its rights, powers, duties and privileges hereunder to a Person, the Corporation, or to a Neighborhood Association, or to an Owner, or to any other designee.

(b) In addition to subparagraph 2.7(a), above, the following parties have the right to enforce the covenants, conditions, restrictions or other provisions of this Declaration: (1) the Corporation; (2) a Neighborhood Association; (3) each Plot Owner.¹²

(c) Declarant, its designees or other party having the right to enforce this Declaration, if any, pursuant to paragraph (b) above shall have the right and the power to enforce the covenants, conditions, restrictions and other provisions imposed by this Declaration by any proceeding at law or in equity against any Person violating or attempting to violate any such provisions, to restrain and violation or attempted violation of such provisions, to recover damages for violations of such provisions, and to enforce any lien created by this Declaration. Failure by Declarant, or the Corporation, or a Neighborhood Association, or any Owner, or any Person, to enforce any of such provisions shall in no event be deemed a waiver of the right to do so thereafter.

(d) The costs and attorneys' fees, including those resulting from any appellate proceedings, incurred by Declarant or its designees or a party having the right to enforce this Declaration, if any, pursuant to paragraph (b) above, who prevails in any such enforcement action, in any action against a Person to enforce any provision of this Declaration shall be a personal obligation of such Person which shall be paid by such Person and any amount thereof which remains due and unpaid shall be a continuing lien upon such Owner's Plot, collectible in the manner provided in Article 6.

2.8 Declarant's Inaction.

Neither the execution and recordation of this Declaration nor the creation of any Neighborhood Association or other entity, nor the recordation of any other instrument subjecting any land in the Committed Property to protective covenants, conditions or restrictions or other provisions shall obligate or require (i) Declarant to grant any right, power, duty of privilege of any nature or kind to the Corporation or to any other entity, or (ii) Declarant to perform any act permitted by this Declaration or by any recorded instrument, or to enforce any covenant, condition, restriction or other provision hereof or thereof, or to do anything which it does not, in its sole discretion, elect to do.

2.9 Assignment.

Declarant reserves the right, and the power, to delegate or assign, either exclusively or non-exclusively, to any Person, any or all of its rights, powers, duties or privileges created or provided by this Declaration or by any other recorded

¹² Fourteenth Amendment to the Declaration and General Protective Covenants for Gateway Greens Community, as recorded at O.R. Book 3513, Page 4344, of Public Records of Lee County, Florida. Instrument number 5264967 dated November 2, 2001. 3 pages.

instrument. DECLARANT SHALL BE UNDER NO OBLIGATION TO DELEGATE OR ASSIGN ANY OF ITS RIGHTS, POWERS, DUTIES AND PRIVILEGES CONTAINED IN THIS DECLARATION TO ANY PERSON OR ENTITY. All such assignments shall be by a written instrument executed by the Declarant.

ARTICLE 3

GENERAL PROTECTIVE COVENANTS

3.1 Use Restrictions.

Declarant reserves the absolute right, power and authority to assign and reassign various land uses to Committed Property by instrument recorded in the Public Records of Lee County, Florida, and to inaugurate and implement variations from, modifications to, or amendments of any governmental zoning, land use restrictions, plans, land development regulations, development order and development permits applicable to the Committed Property. Such modifications or amendments may increase or decrease the number of Plots permitted on all or portions of the Committed Property.

3.2 Plans, Specifications and Locations of Structures.

(a) The Corporation has established architectural standards and design review guidelines for the control of the design and construction of all Structures and other work within Committed Property which are set forth in the GGCA Design Review Manual (DRM) which while not attached hereto is incorporated herein by reference and is considered part of the Declaration. The Design Review Manual may be modified, from time to time, by the Design Review Committee (DRC) with the approval of the Corporation Board. Before commencing any improvement, Owners should obtain a copy of the current DRM from the Corporation.^{13, 14}

(b) No Structure shall be commenced, erected, improved or altered, nor shall any grading, excavation, tree removal or change of the exterior color or other work which in any way alters the exterior appearance of any Structure or Plot or of any Corporation Common Area or Neighborhood Common Area be done without the prior approval of the Declarant.

(c) Each Owner shall, prior to the commencement of any construction, submit in sequence to Declarant the following materials: (i) a "preliminary concept

¹³ Thirteenth Amendment to the Declaration and General Protective Covenants for Gateway Greens Community, as recorded at O.R. Book 3275, Page 0966, of Public Records of Lee County, Florida. Instrument number 4912153 dated July 5, 2000. 63 pages.

¹⁴ Paragraph 3.2 (Plans, Specifications and Locations of Structures) of the Declaration and General Protective Covenants for Gateway Greens Community was amended in accord with this Declaration at the Annual Membership Meeting on May 31, 2018.

plan” which shall include schematic site plans, floor plans and exterior elevations and materials; (ii) “design proposals” which shall include more detailed building and site design plans and specifications sufficient and definite in detail so that there can be determined the character, exterior appearance, exterior materials and colors, and the quality and kind of building and landscape materials proposed; and (iii) “construction plans and specifications” which shall be an extension of the preliminary concept plan and design proposals, including a seal plot plan, in detail and to scale. Declarant shall, in writing, within twenty (20) days after receipt of each required submittal which it deems complete, approve, reject or approve, subject to change, such plans, proposals and specifications as are submitted to it as required above. If no written notice is sent by Declarant within said twenty (20) days the submittal shall be deemed rejected. After approval, any change in location, plot plan, exterior colors or exterior materials must be re-submitted for approval. Failure to obtain approval of Declarant of all such plans, proposals, specifications and plot plan prior to the commencement of any construction shall be deemed a material breach hereof and Declarant shall have the right, in addition to any other rights permitted by law or in equity, to proceed in the courts to obtain a mandatory injunction requiring any construction done without said approval to be torn down and removed forthwith.

(d) The approval, rejection or withholding of any approval by Declarant of the plans, proposals, and specifications and the location of all Structures, and every alteration of any Structure, shall not be construed or interpreted as a representation or determination by Declarant that any building, plumbing, electrical code or other applicable governmental regulations or requirements have or have not been properly met by the Owner, it being understood that the approval of Declarant relates only to the aesthetics of the improvements shown on the plans and specifications, and not to their sufficiency or adequacy. Each Owner shall be responsible for obtaining technical data and to make application to and obtain the approval of Lee County, GSD, and any other appropriate governmental agencies prior to the commencement of any work or construction.

(e) Declarant shall have no duty, responsibility nor liability to any Owner or to any Person whomsoever in respect to the exercise of its rights, or failure to exercise its rights under the Declaration. Declarant may reject plans, proposals and specifications based on any grounds or reason whatsoever, including purely aesthetic grounds, in its sole and absolute discretion. Declarant's decision to approve, reject or withhold its approval may, in the sole exercise of its discretion, be based upon: (i) the harmony of the exterior design, color and location in relation to, and its effect upon, surrounding structures, vegetation, topography, and the overall community design; (ii) the character of the exterior materials; (iii) the planned quality of the exterior workmanship; (iv) Declarant's design and construction standards; (v) Declarant's Development Plan; or (vi) any other factor deemed material and relevant by Declarant.

3.3 Electronic Monitoring Systems.

In order to preserve the tranquility and peacefulness for all of the Owners and the Committed Property, no audible siren, horn, bell, klaxon or other noisemaking device shall be permitted in connection with an electronic monitoring or alarm system. All electronic monitoring or alarm systems shall use silent or inaudible alarms (i.e. electronic notice to a central station).

3.4 Colors.

No exterior colors on any Structure shall be permitted that, in the sole judgment of Declarant, would be inharmonious or discordant or incongruous with Committed Property, or a particular Neighborhood. Any future exterior color changes desired by an Owner must be first approved by Declarant.

3.5 Factory Built Structures.

No Structure of any kind of what is commonly known as “factory built”, “modular” or “mobile home” type construction shall be erected without the prior approval of the Declarant.

3.6 Landscaping.

All areas not covered by Structures, walkways or paved parking facilities shall be maintained as lawn or landscape areas, with underground sprinkler systems, to the pavement edge of any abutting streets; and to the waterline of any abutting lakes, canals or water management areas. No stone, gravel, or paving of any type shall be used as a lawn unless approved as part of the final landscape plan. All landscaping shall be accomplished in accordance with a plan approved by Declarant. The determination of whether adequate provision has been made for landscaping shall be at the sole discretion of Declarant. All required lawns and landscaping shall be completed at the time of completion of the Structure as evidenced by the issuance of a Certificate of Occupancy by the appropriate governmental agency, and shall be kept in good and living condition by Owner. Unless otherwise consented to by Declarant all irrigation for Plots shall be by water supplied by utility companies, municipalities or improvement districts and neither Corporation or any Person shall use water from lakes, canals, or other such sources for irrigation purposes.

3.7 Driveways and Parking Areas.

No parking area shall be permitted on any vacant lot or any portion of the Committed Property except approved parking areas, including driveways. All residential driveways and parking areas must be of material approved by the

Declarant and located as approved pursuant to Paragraph 3.2. No gravel or unpaved parking area shall be permitted at any Dwelling Unit.¹⁵

3.8 Underground Utility Lines.

All electric, telephone, gas, cable television and other utility lines shall be installed underground.

3.9 Antennas, Discs and Flagpoles.

No outside antennas, discs, antenna poles, antenna masts, electronic devices, antenna towers, citizen band (CB) or amateur band (ham) antennas, or flagpoles shall be permitted except as may be approved by Declarant. An approved flagpole shall not be used as an antenna. Appropriate screening, if any, of all such items shall be considered in conjunction with design review approval.¹⁶

3.10 Temporary Structures.

No tents or temporary Structures shall be permitted unless their size, appearance and temporary location on the Plot have first been approved by the Declarant. Any signs to be used in conjunction with any tent or temporary Structure must also be approved by Declarant.

3.11 Accessory Structures.

No accessory Structures (including, but no limited to, playhouses, swing sets, tool or garden equipment sheds, basketball hoops, game courts, doghouses, barbecues, or like Structures) shall be permitted except with prior approval of Declarant. Adequate landscaping shall be installed and maintained by the Owner, around any approved accessory Structure, in sufficient quantity so that it shall not be readily visible from any adjacent street or Plot. All utility and storage rooms shall be at locations on the Structure as approved by the Declarant. Soccer nets, hockey nets and other portable play equipment shall be stored in garages or other approved storage areas overnight and when not otherwise in use.¹⁷

3.12 Outdoor Equipment and Storage Areas.

All garbage and trash containers, oil tanks, bottled gas tanks, swimming pool equipment and housings and sprinkler pumps and other such outdoor equipment must be underground or placed in sight-screened, walled-in or fenced-in areas so

¹⁵ Ninth Amendment to the Declaration and General Protective Covenants for Gateway Greens Community, as recorded at O.R. Book 3229, Page 0394, of Public Records of Lee County, Florida. Instrument number 4828960 dated March 9, 2000. 6 pages.

¹⁶ *ibid.*

¹⁷ *ibid.*

they shall not be readily visible from any adjacent street or Plot. In addition, Declarant may require that adequate landscaping be installed around these facilities and maintained by Owner. No unenclosed storage area shall be permitted on any Plot. No enclosed storage area shall be constructed or erected which is separated from the principal Structure on the Plot.

3.13 Air Conditioners.

All air conditioning units shall be shielded and hidden so that they shall not be readily visible from any adjacent street or Plot. Wall air conditioning units may be permitted only upon prior approval of Declarant. Window air conditioning units shall not be permitted.

3.14 Energy Conservation Equipment.¹⁸

Solar energy collector panels or attendant hardware or energy conservation equipment shall be permitted provided they are constructed and installed as a harmonious part of the architectural design of a structure, and such panels, hardware and equipment are first approved by pursuant [sic] to the provisions of Paragraph 3.2 of this Declaration.

3.15 Signs.

No signs, freestanding or otherwise installed, shall be erected or displayed in or on any Plot or Structure, unless the placement, character, form, size, lighting and time of placement of such sign be first approved by Declarant. No sales price may be displayed on any sign. Not more than one (1) sign per Plot shall be permitted and no "for rent" or "for sale" signs shall be pasted, posted or displayed on any Structure, including, without limitation, in the window of any Dwelling Unit. No flashing signs shall be permitted. All signs must also conform with governmental codes and regulations and with any master design plan for signs established by Declarant. Declarant may summarily remove and destroy all unauthorized signs and same shall not be deemed a trespass. Notwithstanding anything contained herein, Declarant shall be under no obligation to approve any signs on a Plot.

3.16 Walls, Fences and Shutters.

No wall or fence shall be constructed with a height of more than five (5) feet above the ground of an adjoining Plot without prior approval of Declarant. No hedge or shrubbery abutting the Plot lines shall be permitted with a height of more than five (5) feet without the prior approval of the Declarant. No wall or fence shall be constructed on any Plot until its height, length, type, design, composition,

¹⁸ Ninth Amendment to the Declaration and General Protective Covenants for Gateway Greens Community, as recorded at O.R. Book 3229, Page 0394, of Public Records of Lee County, Florida. Instrument number 4828960 dated March 9, 2000. 6 pages.

material and location shall have first been approved by Declarant. The height of any wall or fence shall be measured from the existing property elevations. Any dispute as to height, length, type, design, composition or material shall be resolved by Declarant, whose decision shall be final. Hurricane, storm or weather shutters or shades shall not be stored on the exterior of any Structure without approval of Declarant and all such shutters, shades or awnings on any one (1) Plot shall be uniform in character.

3.17 Lighting.

All exterior lighting of a Plot shall be accomplished in accordance with a lighting plan approved in writing by Declarant. Declarant may require mailbox lighting and lighting adjacent to the street lines of a Plot. Game court lighting shall only be permitted upon conditions specified by Declarant, including, but not limited to, designation of the hours of illumination.

3.18 Clothes Drying Areas.

No outdoors clothes drying area shall be allowed unless first approved by Declarant.

3.19 Trucks, Commercial Vehicles, Recreation Vehicles, Mobile Homes, Boats, campers & Trailers, and Personal Vehicles.¹⁹

(a) No commercial vehicle of any kind shall be permitted to be parked at any Dwelling Unit for more than four (4) hours unless such vehicle is necessary in the actual construction or repair of a structure, or for ground or landscape maintenance. Nothing shall be permitted to be parked on any roadway between midnight and 6:00am, unless special written permission has been given by the Association.

(b) For purposes hereof the term "Commercial vehicle" shall mean any vehicle of any kind (including passenger cars) which from viewing the exterior thereof tends to show any commercial, charitable, institutional (including school or church) non-personal use is made of the vehicle. Visual items which will be indicators of non-personal use include without limitation, markings, logos, signs, license numbers, phone numbers, displays, tools, equipment, ladders, attachments, accessories, apparatus, or items stored thereon.

(c) No motor home, recreational vehicle, or other vehicle with more than four (4) wheels shall be permitted to be parked overnight in the driveway of any Dwelling Unit unless the same is fully enclosed inside a garage, with the garage door

¹⁹ Ninth Amendment to the Declaration and General Protective Covenants for Gateway Greens Community, as recorded at O.R. Book 3229, Page 0394, of Public Records of Lee County, Florida. Instrument number 4828960 dated March 9, 2000. 6 pages.

down. At no time are there any damaged vehicles, vehicles under repair, or vehicles on blocks to be parked in the driveway of any Dwelling Unit, unless same is fully enclosed inside a garage, with the garage door down.

(d) Only licensed motorcycles, go-carts and mopeds will be permitted to operate in the community.

(e) None of the aforementioned vehicles shall be used as a domicile or residence, either permanent or temporary.

(f) Sub-Paragraphs (a) through (e) shall not be deemed to prohibit any temporary facility otherwise permitted pursuant to this Declaration.

3.20 Pets and Animals.²⁰

(a) No animals, wildlife, livestock, reptiles, or poultry of any kind shall be raised, bred, or maintained for any commercial or non-commercial purpose on any portion of the Properties.

(b) Commonly accepted household pets such as a dog, cat or other usual and common domesticated animal may be kept in reasonable numbers, subject to the provisions hereof. All residents keeping pets are required to adhere at all times to leash laws, and other restrictions pertaining to their pets.

(c) When not leashed as required, or carried otherwise under the owner's direct control all animals shall be contained on the owner's Plot and shall not be permitted to roam free, or to otherwise disturb other residents or Owners. When unattended all pets shall be contained and kept within the Dwelling Unit. No pets shall be left unattended in or on lanais, garages or other screened or similar enclosed areas.

(d) Those pets which are permitted to roam free, endanger the health, make objectionable noise, or constitute a nuisance or inconvenience to the Owners of other dwelling Units, or the owner of any portion of the Properties or the Business Properties, shall be removed upon the request of the Board. The ability to have and keep an animal or pet is a privilege, not a right. The Declarant is empowered to order and enforce the removal of any animal or pet which becomes an unreasonable source of annoyance to other residents of the Neighborhood or in any way caused damage to the Property.

(e) Pets shall at all times, whenever they are within any of the Common Areas be carried or confined on a leash held by a responsible person. All persons

²⁰ Ninth Amendment to the Declaration and General Protective Covenants for Gateway Greens Community, as recorded at O.R. Book 3229, Page 0394, of Public Records of Lee County, Florida. Instrument number 4828960 dated March 9, 2000. 6 pages.

bringing a pet onto the Common Areas shall be responsible for immediately removing any solid waste of such pet.

3.21 Maintenance of Premises.

No weeds, underbrush, or other unsightly growth shall be permitted to grow or remain upon any Plot and no refuse or unsightly objects shall be allowed to be placed or suffered to remain on any Plot. All lawns, landscaping and sprinkler systems shall be kept in good, safe, clean, neat and attractive condition. The lawn, landscaping and sprinkler system within that part of any plot which is encumbered by a landscaping easement, vegetation buffer easement, or similar easement shall be maintained by the owner of the easement. Upon failure to maintain the premises as aforesaid to the satisfaction of Declarant and upon the Corporation, Neighborhood Association or Owner's failure to make such correction within thirty (30) days of giving written notice by Declarant (which written notice does not have to be given by Declarant in case of emergency, in which event, Declarant may without any prior notice directly remedy the problem), Declarant may enter upon such premises and make such improvements or correction as may be necessary, the costs of which shall be paid by the Corporation, Neighborhood Association or Owner, as the case may be, or Declarant may bring an action at law or in equity. Such entry by Declarant or its agents shall not be a trespass and by such acceptance of a deed for a Plot or dwelling Unit in Committed Property, such party has expressly given the Declarant the continuing permission to do so which permission may not be revoked. If any Owner, Corporation or Neighborhood Association fails to make payment with fifteen (15) days after request to do so by Declarant the payment requested shall be a lien in accordance with provisions of Article 6 hereof.

3.22 Water Management Areas.

(a) No Structure of any kind shall be constructed or erected, nor shall Owner in any way change, alter, impede, revise, or otherwise interfere with the flow and the volume of water, in any portion of any water management area reserved for, or intended by Declarant and GSD to be reserved for, drainage ways, sluiceways or for the accumulation of runoff waters, as reflected in any plat or instrument of record, without the specific written permission of Declarant and GSD.

(b) Owner shall in no way deny or prevent ingress or egress to such water management areas for maintenance or landscape purposes by Declarant, GSD, Corporation or any appropriate governmental agency that may reasonably require any right of ingress or egress, and easements therefore are hereby specifically reserved and created.

(c) No Plot shall be increased in size by filling in any water or retention or drainage areas on which it abuts. Owner shall not fill, dike, rip-rap, block, divert or change the established water or retention or drainage areas that have been or may

be created by easement or by plat without the prior written consent of the Declarant and GSD.

(d) No use of wetlands, conservation areas, or lakes shall be permitted except as permitted by Declarant. No boats, sailboats, rowboats or watercraft of any kind shall be permitted on any lake any part of which abuts any portion of the golf course.²¹

3.23 Nuisances and Personal Conduct.²²

Nothing may or shall be done on Committed Property which may be or may become an annoyance or nuisance to any Person or to a Neighborhood. No obnoxious, unpleasant, unsightly, or offensive activity shall be carried on, nor may anything be done, which can be reasonably to constitute a nuisance, public or private in nature. Owners, residents, guests, and invitees shall at all times conduct themselves in a proper, peaceful and orderly manner. The Board shall decide any question with regard to the interpretation of this Section 3.23, and its decision shall be final.

3.24 Golf Course Nuisance.

No person shall during a golf tournament on the Golf Course engage in any activity whatsoever which shall interfere with the players' performance during the golf tournament. Further, no up noxious, unpleasant, unsightly or offensive activity shall be carried on, shout interfere with the play of such golf tournament. Declarant shall have, in its sole discretion, the absolute right to temporarily suspend as a distraction any or all construction activity occurring in the Committed Property during golf tournaments. Declarant shall provide all Owners so affected with reasonable prior written notice of such golf tournaments and the dates that construction must be suspended and such states Shelby of reasonable duration. Declarant shall have no liability for any additional construction costs incurred by Owners or their contractors during such temporary suspension of construction. Any question with regard to the interpretation of this Section 3.24 shall be decided by the Declarant, whose decision shall be final.

3.25 Windows and Sliding Doors in Dwelling Units Or Business Units Facing Golf Course.

All windows and sliding doors which are in Dwelling Units or Business Units which are next to the Golf Course and which windows and sliding doors face the Golf Course shall be of tempered glass or Lexan™ or other similar material. The choice of

²¹ Ninth Amendment to the Declaration and General Protective Covenants for Gateway Greens Community, as recorded at O.R. Book 3229, Page 0394, of Public Records of Lee County, Florida. Instrument number 4828960 dated March 9, 2000. 6 pages.

²² *ibid.*

such material shall be up to the Owner. No “mirrored” window or sliding door shall be permitted.

3.26 Wells.

No well shall be drilled or installed on Committed Property without the prior approval of the Declarant. Any wells for irrigation purposes shall have a mineral extraction system capable of preventing discoloration of Structures, which system shall be kept in proper operating condition at all times.

3.27 Casualty Destruction to Improvements.

In the event that a Structure or other improvement is damaged or destroyed by casualty loss or other loss then within a reasonable period of time after such incident, as determined by Declarant, the Owner thereof shall either commence to rebuild or repair the damaged Structure or improvement and diligently continue such rebuilding or repairing until completion or properly clear the damaged Structure or improvement and restore or repair the Plot in a manner aesthetically pleasing to the Declarant. As to any such reconstruction of a destroyed Structure or improvement, the same shall only be replaced with Structures or improvements as are approved by Declarant as provided herein.

3.28 Artificial Vegetation, Exterior Sculpture, and Similar Items.²³

No artificial vegetation shall be permitted on the exterior portion of any Plot. Exterior sculpture, fountains and similar items must be approved in accordance with Paragraph 3.2 of this Declaration. However, nothing herein shall prohibit the appropriate display of the American flag or reasonable and temporary seasonal displays.

3.29 Garage Sales.²⁴

No yard or garage sales or other similar commercial activities shall be permitted at any Dwelling Unit.

3.30 Leasing of Dwelling Units.²⁵

No Dwelling Unit may be leased more often than three (3) times in any calendar year with the first day of occupancy under the lease determining which year the lease occurs. No lease may be for a period of less than thirty (30)

²³ Ninth Amendment to the Declaration and General Protective Covenants for Gateway Greens Community, as recorded at O.R. Book 3229, Page 0394, of Public Records of Lee County, Florida. Instrument number 4828960 dated March 9, 2000. 6 pages.

²⁴ *ibid.*

²⁵ *ibid.*

consecutive days. All leases must be in writing. Notice of each lease shall be provided to the Association in writing before occupancy pursuant to the lease begins and the notice shall have such form and content as the Association may proscribe. All leases of Units shall be deemed to include a covenant on the part of the lessee to comply with, and be fully bound by, the provisions of the Governing Documents. The Declarant may establish rules and regulations for the use of Common Areas by lessees. This paragraph shall also apply to subleases and assignments of leases, and for such purposes each sublease or assignment shall be treated as a separate lease required to satisfy all of the conditions hereof.

3.31 Garage Doors Closed.²⁶

All garage doors must be equipped with automatic door openers and closers. Except during ingress and egress to the garage the garage door shall remain closed.

3.32 No Implied Waiver.²⁷

The failure of the Declarant to object to an Owner or another person's failure to comply with the covenants and restrictions contained herein shall in no event be deemed a waiver by Declarant, or any other Person having an interest herein, of its rights to object to same and to seek compliance therewith in accordance with the provisions of this Declaration.

3.33 Rights Reserved by Declarant.²⁸

Notwithstanding anything contained in this Article 3 or elsewhere in this Declaration, Declarant and its nominees and designees shall have the right to construct, maintain and repair such Structures or improvements including the carrying on of all activities appurtenant thereto or associated therewith as Declarant deems necessary or appropriate for the development of GGC. Further, notwithstanding any other provision of the Declaration, Declarant reserves and Declarant, and its nominees and designees, shall have the right to enter into and transact on GGC or the Committed Property any business necessary to consummate the sale, lease, improvement, repair, maintenance or encumbrance of Plots or other real property in GGC including but not limited to the right to maintain models and sales offices, place signs, employ sales personnel, use the Corporation Common Areas and Neighborhoods, and show Plots. Any such models, sales areas, sales construction, maintenance and repair shall not be considered a part of the Corporation Common Areas or a Neighborhood and shall remain the property of the Declarant or its nominees or designees. This section may not be suspended,

²⁶ Ninth Amendment to the Declaration and General Protective Covenants for Gateway Greens Community, as recorded at O.R. Book 3229, Page 0394, of Public Records of Lee County, Florida. Instrument number 4828960 dated March 9, 2000. 6 pages.

²⁷ *ibid.*

²⁸ *ibid.*

superseded or modified in any manner unless such amendment is consented to by Declarant. This right of use and transaction of business as set forth herein, like Declarant's other rights herein, and other rights reserved by Declarant may be assigned by Declarant in whole or in part.

3.34 Declarant's Exculpation and Approvals.²⁹

Declarant may grant, withhold or deny its consent, permission or approval in any instance where its consent, permission or approval is permitted or required at its sole discretion and without any liability of any nature or kind to Owner or any other Person for any reason whatsoever. Every consent, permission or approval by Declarant under this Declaration shall be in writing and binding upon all Persons.

3.35 Subdivision and Regulation of Land.³⁰

(a) No Plot shall be divided or subdivided without the prior consent of the Declarant, who may impose certain requirements on Owner as a condition of consent. Declarant shall have the right to assign the number of Property Units for each Plot, notwithstanding anything contained herein and the number of Property Units assigned to a Plot by Declarant shall not be increased and shall not be exceeded without the prior approval of Declarant.

(b) No covenant, condition, restriction or other provision of this Declaration shall be construed as in any manner limiting or preventing any Plot, and the improvements thereon, from being submitted to a plan of condominium ownership, and particularly a condominium shall not be construed as constituting a subdivision of any Plot provided that the number of Property Units of the condominium is not greater than the number of Property Units assigned to the Plot.

(c) An Owner shall not inaugurate or implement any variation from, modification to, or amendment of Declarant's Development Plan, or governmental regulations, land use plans, land development regulations, zoning, development orders or development permits applicable to Committed Property, or to any Plot, without prior written approval of Declarant.

3.36 Owner and Member Compliance.

(a) The protective covenants, conditions, restrictions and other provisions of this Declaration shall apply not only to Owners, Members and Persons to whom a Member has delegated his right to use in and to the Corporation Common Area, but also to any other Person occupying an Owner's Plot under lease from the

²⁹ Ninth Amendment to the Declaration and General Protective Covenants for Gateway Greens Community, as recorded at O.R. Book 3229, Page 0394, of Public Records of Lee County, Florida. Instrument number 4828960 dated March 9, 2000. 6 pages.

³⁰ *ibid.*

Owners or by permission or invitation of the Owner or his tenants, expressed or implied, licensees, invitees or guests.

(b) Failure of an Owner to notify any Person of the existence of the covenants, conditions, restrictions, and other provisions of this Declaration shall not in any way act to limit or divest the right of Declarant of enforcement of these provisions against the Owner or such Person and, in addition, the Owner shall be responsible for any and all violations of these provision by his tenants, delegates, licensees, invitees or guests, and by guests, licensees and invitees of his tenants at any time.

[Note: Paragraph 3.32 from the original Declaration (shown as 3.36 above) was not renumbered in the 9th Amendment to Declaration and Protective Covenants for Gateway Greens Community, thus creating a numbering error. It was renumbered as 3.36 to correct this scrivener's error.]

ARTICLE 4

PROPERTY RIGHTS CORPORATION COMMON AREA AND WATER BODIES

4.1 Members Rights and Easements.

Every Member shall have a non-exclusive right and easement of enjoyment and use in and to the Corporation Common Area, which right and easement shall be appurtenant to and shall pass with the title to every Plot, subject to:

(a) the right of the Corporation to charge reasonable admission and other fees for the use of any Corporation Common Area;

(b) the right of the Corporation to suspend a member's right to vote, and a Member's right to the use of Corporation Common Area, for any period during which any assessment against the Member's Plot or any obligation of the Member to the Corporation remains unpaid, and for a reasonable period during or after any infraction of the Corporation's rules and regulations, provided, however, that the Corporation shall not deny any Member access to his Plot;

(c) the right of the Corporation or Declarant to dedicate or transfer all or any part of the Corporation Common Area to any governmental agency, public authority, or utility (which right shall not be exercised by Corporation without Declarant's prior written approval);

(d) the right of the Corporation or Declarant to borrow money for the purpose of improving the Corporation Common Area and in aid thereof to mortgage Corporation Common Area in accordance with the terms hereof;

(e) the right of Declarant or the Corporation to take such steps as are reasonable necessary to protect Corporation Common Area against foreclosure; and

(f) the provisions of this Declarant, or any other applicable recorded instrument, the Articles and By-Laws of the Corporation; and any rules and regulations governing use and enjoyment of the Corporation Common Area adopted by the Corporation.

4.2 Delegation of Right.

(a) A Member may delegate his right of use in and to the Corporation Common Areas to the members of his family, to business and residential tenants who reside or work in or on the Member's Plot and to the Member's guests, but only to the extent and subject to conditions, limitations and restrictions as may be provided for in the Governing Documents.

(b) Each Member shall be responsible for the actions of any Person to whom the Member has delegated his right to use the Corporation Common Area. Any unpaid charge against such Person shall be charged against such Member personally and be assessed against such Member's Plot. Any infraction of the Corporation's rules and regulations by such person shall be deemed to be an infraction by such Member.

4.3 Conveyance and Use.

(a) Any real property conveyed, leased, or the use of which has been granted by Declarant or any third party to the Corporation as Corporation Common Area is not and shall not by such conveyance, lease or grant be deemed dedicated for use by the general public but is, and shall be, deemed restricted for the common use and enjoyment of the Person or entities granted easement right under the provisions of paragraphs 2.4(f) and 2.5 of this Declaration.

(b) Declarant may convey property to the Corporation in either an improved or an unimproved condition, with or without any specific restrictions on its use, and Corporation must accept such property. Until the Turnover Date the Corporation shall not accept the conveyance of real property from any third party, in either an improved or unimproved condition, without the prior written consent of Declarant.

(c) In the event that the Corporation Common Areas, or a portion of the Corporation Common Area are conveyed to the Corporation, all costs involved in such conveyance including documentary stamps, surtaxes, recording expenses,

abstract, title insurance, surveys, etc. shall be borne by the Corporation. Except as herein provided, if the Corporation Common Areas are conveyed to the Corporation, the Corporation Common Areas and any improvements thereon shall not be abandoned, partitioned, subdivided, alienated or released, transferred, hypothecated, mortgaged or otherwise encumbered without first obtaining the written consent of the Declarant. The preceding sentence shall not prohibit the Declarant or the Corporation from encumbering the Corporation Common Areas, provided that such encumbrances are subordinate to the provisions of this Declaration and the funds so loaned are used for improving the Corporation Common Areas. Further, the provisions hereof shall not be applicable to, nor prohibit the Declarant or Corporation from granting such easements as are reasonably necessary or appropriate for the development of the Corporation Common Areas and the use thereof in a manner consistent with the provisions of this Declaration.

4.4 Corporation's Rights and Powers.

(a) Subject to the provisions of the Governing Documents, the Corporation shall have the right, and the power, to develop, promulgate and enforce reasonable rules and regulations for the use and enjoyment of corporation Common Area.

(b) No Corporation Common Area shall be used in violation of any rule or regulation or other requirement of the Corporation established pursuant to the provisions of the Governing Documents.

4.5 Declarant's Rights and Powers.

(a) Declarant shall have the right, and the power, to regulate and control the external design and appearance of Corporation Common Area in a manner as (i) to promote a quality environment which will preserve the value of the Member's Plots and (ii) to foster the attractiveness and functional utility of Committed Property as a place to live, work and play, including a harmonious relationship among structures, vegetation and topography.

(b) The Corporation Common Area shall be subject to the provisions of Article 3. The uses of the Corporation Common Area shall be in conformity with the uses permitted in Article 3. In Declarant's sole discretion, which discretion may not be waived, the provisions of Article 3 may not be applicable to any property owner by the Declarant, Corporation Common Area or Neighborhood Common Area.

(c) No nuisance or obnoxious or offensive activity shall be placed or conducted or permitted on any Corporation Common Area. No unsightly object shall be kept on the Corporation Common Area. The Declarant shall have the right and the power in the exercise of its discretion to determine what activities or uses constitute nuisances, unsightly objects, or obnoxious or offensive activity. Nothing

shall be done within the Corporation Common Area which may be or become a nuisance to residents or Members or interfere with the play of golf or the Golf Course.

(d) Until the Turnover Date, any use of the Corporation Common Area shall be subject to the prior written approval of Declarant and any dispute as to the permissibility of a use shall be determined by Declarant.

4.6 Maintenance of Corporation Common Areas.

The Corporation shall be responsible for the maintenance, repair or replacement of the Corporation Common Area and shall keep the same in good, safe, clean, attractive and sanitary condition, order and repair at all times.

4.7 Maintenance of Lakes, Canals and Secondary Drainage.

The provisions of this Article 4.7 shall govern the maintenance of the canals, lakes and secondary drainage facilities located on the Committed Property, whether or not same is part of the Corporation Common Areas.

(a) Application of herbicide for aquatic weed control on lakes and canals on the Committed Property shall in all instances be performed by or through the GSD.

(b) The cost and expense of applications of herbicides for aquatic weed control, in excess of the normal GSD application thereof (as determined by GSD), for canals and lakes located upon the Committed Property shall be an Operating Expense. All such determinations as to additional applications of herbicides shall be made by the Corporation with GSD's prior approval.

(c) The cost and expense of maintaining and clearing all "secondary drainage facilities" (as same are defined by Declarant) on Committed Property shall be an Operating Expense and the cost and expense of maintaining and clearing drainage facilities not on Committed Property, but which are necessary for the proper functioning and operation of the "secondary drainage facilities" on the Committed Property shall be an Operating Expense.

(d) Either Declarant or Corporation, which determination shall be made by Declarant, shall enter into an agreement with GSD regarding the matters set forth in this Section 4.7.

ARTICLE 5

MEMBERSHIP, VOTING RIGHTS AND PROPERTY UNITS

5.1 Members.

(a) Every Member, the Golf Course Owner and the Declarant shall be Members of the Corporation. Membership shall be appurtenant to and may not be separated from ownership of a Plot.

(b) Members' rights, powers, duties and privileges shall be as set forth in the Articles and By-Laws.

5.2 Voting Rights.

Each Member of the Corporation shall have the following voting rights:

(a) One (1) vote may be cast for each Dwelling Unit or Business Unit owned by a Member or, if there is not a Dwelling Unit or Business Unit owned by such Member, one (1) vote may be cast for each Single Family Lot owned by a Member upon which no Dwelling Unit or Business Unit is located. One (1) vote may be cast for each Value assigned to a Land Segment. The Golf Course Owner may cast one (1) vote. If part of the Golf Course becomes Committed Property as a Clubhouse Site and/or a Hotel, then the number of votes of the Clubhouse Site owner or the Hotel owner shall be equal to the values assigned in Article 7. Declarant may cast a number of votes equal to the maximum number of Dwelling Units or Business Units permitted to be constructed by applicable governmental authorities on Committed Property owned by Declarant. In the event that two (2) or more Members are the Owners of a Plot, then the Member who shall be entitled to cast the vote shall be determined by the method in the By-Laws.

(b) The votes of Members, other than Declarant, shall be cast at meetings of the Members by their representative (the "Representative") if the Plot owned by such Owner is operated, governed or administered by a Neighborhood Association. The Representative shall be the President of the Neighborhood Association or the President's written proxy. Such votes of the Members shall be cast by the Representative in the same manner as they were cast at a meeting of the members of such Neighborhood Association duly called and held in accordance with the articles and by-laws of such Neighborhood Association. The Representative shall, prior to voting such votes at a meeting of the Members, supply the Corporation with an affidavit attesting to the outcome of such vote by the members of the Neighborhood Association.

5.3 Property Units and Values.

(a) Declarant shall, upon or before its conveying legal title to a Land Segment, by the recordation of an instrument in the Public Record of Lee County containing provisions to such effect, attribute an amount of Property Units to such Land Segment or shall do so by attributing Property Units to a Land Segment Supplement or Neighborhood Covenants. The number of Property Units which Declarant shall so attribute to a Land Segment shall be the maximum number of

Dwelling Units that may be built on such Land Segment unless amended by an instrument and recorded by Declarant, in its sole discretion, stating that a greater or lesser number of Dwelling Units may be built on the Land Segment. Declarant shall incur no liability whatsoever and shall be held harmless by the Corporation and Owners in the event that the number of Dwelling Units built upon such Land Segment is more or less than the number attributed by Declarant.

(b) Upon Declarant's conveyance of legal title to the Land Segment to an independent third party ("Segment Owner"), the Land Segment shall be a "Contributing Plot" (as that term is hereinafter defined).

(c) Until such time as forth by Declarant in the instrument attributing the Property Units to such Land Segment there shall be assigned a Value of one (1.00) for each acre or fractional acre of such Land Segment (time periods for different Land Segments may vary, if Declarant in its discretion determines). Upon the expiration of such time period the number of Values assigned to a Land Segment shall be equal to the number of Property Units assigned thereto. Notwithstanding the foregoing, Declarant may, in its sole discretion, determine that the number of Values assigned to such Land Segment shall immediately upon conveyance of legal title to such third party be equal to the number of Property Units assigned thereto, in which event the instrument attributing the Property Units to such Land Segment shall so state this fact.

(d) The number of Property units assigned to the Land Segment shall be reduced (a Property Unit reduced ("Reduced") by a Dwelling Unit pursuant to the provisions hereof shall herein be referred to as a "Reduced Property Unit") by one (1) for each Dwelling Unit built upon the Land Segment and given a certificate of occupancy by the applicable governmental entity and conveyed to a bona fide purchaser thereof ("Certified Unit") (i.e., if 100 Property Units are attributed to a Land Segment and the Owner of the Land Segment so conveys 50 Certified Units, then the Land Segment Owner at such time is obligated to pay Operating Expenses for only 50 Property Units and the Owners of such Certified Units are obligated to pay Operating Expenses for each Certified Unit owned by them; and when the Land Segment Owner so conveys 100 Certified Units, then the Land Segment Owner shall have no obligation to pay for Property Units on such Land Segment and the Owners of such Certified Units are obligated to pay for each Dwelling Unit owned by them).

(e) If a Land Segment Owner builds fewer Dwelling Units than the number of Property Units assigned to such Land Segment, then such Segment Owner may petition the Declarant, in a sworn petition, requesting reduction in the number of Property Units assigned to such Land Segment. Declarant, in its sole discretion, can so reduce the number of Property Units assigned to such Land Segment, which discretion shall be reasonably exercised. In the event that Declarant does so reduce the number of Property Units assigned to a Land Segment, the same shall be reflected in a written instrument executed by Declarant which shall be recorded in the Public Records of Lee County, Florida, and same shall have the effect

of reducing the maximum number of Dwelling Units which may ultimately be built upon such Land Segment and the obligation of the Segment Owner to pay Operating Expenses for Property units assigned to the Land Segment all as set forth in such instrument executed by Declarant.

(f) The Declarant may, in its sole discretion, assign the number of Property Units, if any, to each Land Segment, in accordance with the provisions of this Article 5.3. Any dispute as to the number of Property Units assigned to a Land Segment or to a Property Unit shall be decided by Declarant whose decision shall be final.

5.4 Neighborhood Association.

The President of each Neighborhood Association shall be the Representative for the Neighborhood Association entitled to cast votes of the members of Neighborhood Associations on matters that the Members of the Corporation are entitled to act. No member of a Neighborhood Association, except the Representative or the Representative's proxy, may cast a vote at a meeting of the Members of the Corporation. Members of the Corporation may be present at meetings of the Board but do not have a right to speak or otherwise participate in such meetings. The Corporation shall be under no duty or obligation to determine whether the manner for determining how such votes are cast is correct, fair or equitable.

ARTICLE 6

COVENANT TO PAY ASSESSMENTS FOR OPERATING EXPENSES; ESTABLISHMENT AND ENFORCEMENT OF LIENS; CERTAIN RIGHTS OF DECLARANT AND INSTITUTIONAL MORTGAGEES

6.1 Affirmative Covenant to Pay Operating Expenses.

In order to (1) fulfill the terms, provisions, covenants and conditions contained in this Declaration; and (2) maintain, operate, and preserve and improve the Corporation Common Area for the recreation, use, safety, welfare and benefit of the Corporation, Neighborhood Associations and Owners and their guests, invitees, lessees and licensees, there is hereby imposed upon the Neighborhood Associations and each "Contributing Plot" (as that term is hereinafter defined in Article 7.2 hereof) the affirmative covenant and obligation to pay to the Corporation (in the manner herein set forth) all "Assessments" (as hereinafter provided) (including, but not limited to, the "Individual Plot Assessments" and "Special Assessments" as hereinafter provided. Each Neighborhood Association shall have the obligation to collect the Assessments for the Contributing Plots it administers or controls and pay same to the Corporation when such Assessment is due in accordance with the term hereof, provided however, that the Corporation may, in its sole discretion elect to collect or not collect Assessments directly from Owners. Each Owner by acceptance

of a deed or other instrument of conveyance conveying a Plot, whether or not it shall be so expressed in such deed or instrument, shall be obligated and agrees to pay to the Corporation all assessments for Operating Expenses in accordance with the provisions of this Declaration and consents and agrees to the lien rights hereunder against such Plot. The liability for Assessments for Operating Expenses may not be avoided by waiver of the use or enjoyment of Corporation Common Areas or by abandonment of the Plot for which Assessments are made.

6.2 Establishment of Liens.

Any and all assessments made by the Corporation in accordance with the provisions of this Declaration (the "Assessments") with interest thereon at the highest rate allowed by law and if there is no limit established by law then as established by the Corporation and costs of collection, including, but not limited to, reasonable attorneys' fees as hereinafter provided are hereby declared to be a charge and continuing lien upon the Plot against which each such Assessment is made. Each Assessment against a Plot, together with interest thereon at the highest rate allowed by law, and if there is no limit established by law then as established by Corporation, and costs of collection thereof, including attorneys' fees as hereinafter provided, shall be the personal obligation of the owner of each such Plot assessed. Said lien shall be effective only from and after the time of the recordation amongst the Public Records of Lee County, Florida, of a written, acknowledged claim of lien by the Corporation setting forth the amount due to the Corporation as of the date of claim of lien is signed. Upon full payment of all sums secured by that lien, the party making payment shall be entitled to a satisfaction of claim of lien in recordable form. Notwithstanding anything to the contrary herein contained, where an Institutional Mortgagee holding a first mortgage of record obtains title to a Plot as a result of foreclosure of its mortgage, such acquirer of title, its successors or assigns, shall not be liable for the share of Assessments pertaining to such Plot or chargeable to the former Owner thereof which became due prior to the recordation of the mortgage which was foreclosed. The unpaid share of the Operating Expenses or Assessments shall be collectible from all of the Owners, including such acquirer and his successors or assigns.

6.3 Collection of Assessments.

In the event any Owner or a Neighborhood Association shall fail to pay Assessments, or any installments thereof, charged to such Owner and/or Neighborhood Association within fifteen (15) days after the same becomes due, then the Corporation, shall, in its sole discretion, have any and all of the following remedies, to the full extent allowed by law, which remedies are cumulative and which remedies are not in lieu of, but are in addition to, all other remedies available to the Corporation:

(a) To accelerate the entire amount of any Assessments for the remainder of the calendar year notwithstanding any provisions for the payment thereof in installments.

(b) To advance on behalf of the Owner(s) or Neighborhood Association in default funds to accomplish the needs of the Corporation up to and including the full amount for which such Owner(s) or Neighborhood Association is liable to the Corporation and the amount or amounts of monies so advanced, together with interest at the highest rate allowed by law, and if there is no limit established by law, then as established by the Corporation, and all costs of collection thereof including, but not limited to, reasonable attorneys' fees at all trial and appellate levels, may thereupon be collected by the Corporation and such advance by Corporation shall not waive the default.

(c) To file an action in equity to foreclose its lien at any time after the effective date thereof. The lien may be foreclosed by an action in the name of the Corporation in like manner as a foreclosure of a mortgage on real property.

(d) To file an action against the Owner at law to collect said Assessment plus interest at the highest rate allowed by law plus court costs and reasonable attorneys' fees without waiving any lien rights or right to foreclosure in the Corporation.

6.4 Collection by Declarant.

In the event for any reason the Corporation shall fail to collect the Assessments, then in that event, Declarant shall at all times have the right (but not the obligation): (1) to advance such sums as the Corporation could have advanced as set forth above; and (2) to collect such Assessments and, if applicable, any such sums advanced by the Declarant, by using the remedies available to the Corporation as set forth above which remedies (including, but not limited to, recovery of attorneys' fees) are hereby declared to be available to Declarant.

6.5 Rights to Pay Assessments and Receive Reimbursement.

Declarant and any Institutional Mortgagees shall have the right, but not the obligation, jointly or singly, and at their sole option, to pay any of the Assessments which are in default and which may or have become a charge against any Plot. Further, Declarant shall have the right, but not the obligation, at its sole option, to pay insurance premiums or fidelity bond premiums or other required items of Operating Expenses on behalf of the Corporation where the same are overdue and where lapses in policies or services may occur. Declarant shall be entitled to immediate reimbursement for such overdue Operating Expenses so paid from the Corporation plus any costs of collection, including, but not limited to, reasonable attorneys' fees.

ARTICLE 7

METHOD OF DETERMINING ASSESSMENTS

7.1 Determining Amount of Assessments.

(a) **Budget.** The total anticipated Operating Expenses for each calendar year shall be set forth in a budget (the "Budget") adopted by the Corporation not later than November 15th of the calendar year preceding the calendar year for which the Budget is being adopted.

(b) **Individual Plot Assessment.** The total anticipated Operating Expenses or the Total Guaranteed Operating Expenses during the "Guarantee Period" (hereinafter defined) (other than those Operating Expenses which are properly the subject of a Special Assessment, as hereinafter set forth) shall be apportioned to determine the "Individual Plot Assessment" as follows:

i. There shall be assigned to each Dwelling Unit, Single Family Lot, or Business Unit that is a Contributing Plot, Value of one (1.00). The Value allocated to each Dwelling Unit or Business Unit shall not be changed by any consolidation of Dwelling Unit or Business Units, into a single ownership. In the event that a fraction of a Single Family Lot is combined with an adjacent Single Family Lot, Declarant, in its discretion, may record an instrument allocating a Value of each fraction of the Single Family Lot to an adjacent Single Family Lot.

ii. There shall be assigned to each Land Segment that is a Contributing Plot an amount of Values as set forth in Article 5.3 hereof.

iii. There shall be assigned to the Clubhouse Site a Value of one for each one-tenth of an acre. There shall be no assessments, whether regular or special assessments, against the rest of the Golf Course property. The provision of this subparagraph (iii) shall not be amended without the prior written approval of the Golf Course Owner.

iv. There shall be assigned to the Hotel Site a Value of one-half of one for each Hotel Room, unless the Hotel is subject to the condominium form of ownership, in which case the Value shall be one for each condominium unit in the Hotel.

v. Subject to the provisions of Article 7.1(c) immediately below (which provisions are only applicable during the "Guarantee Period", hereinafter defined, or any extension thereof), the "Individual Plot Assessment" for each Plot shall be the product arrived at by multiplying the total anticipated Operating Expenses reflected by the Budget, other than those Operating Expenses which are properly the subject of a Special Assessment, by a fraction, the numerator of which is the Value assigned by the Contributing Plot as set forth in Article 7.1 above and

the denominator of which shall be the total of all Values assigned by all Contributing Plots in existence as of the date the Budget was adopted. The total number of Contributing Plots will be adjusted from time to time in accordance with this Declaration. All questions regarding the number of Contributing Plots in existence shall be determined by the Corporation.

(c) Individual Plot Assessment During Guarantee Period: the term "Guarantee Period" shall mean the period of time commencing with the date of this Declaration and continuing through December 31, 1988. Declarant reserves the right, in its sole and absolute discretion, to extend the Guarantee Period beyond December 31, 1988, and thereafter on one (1) or more occasions to again extend it. The Corporation shall be advised in a written notice of any such extension of the Guarantee Period and the amount of the new Guaranteed Assessment at least thirty (30) days prior to the termination of the Guarantee Period or an extension thereof. During the initial Guarantee Period, it is covenanted and agreed by Declarant that Individual Plot Assessments shall not exceed the amount of \$1200.00 (the "Guaranteed Assessment") and that the Declarant shall pay the difference, if any, between the amount of Guaranteed Assessments collected by the Corporation during such Guarantee Period and the amount of money spent by the Corporation for Operating Expenses during such Guarantee Period. Thereafter, should Declarant elect to extend the Guarantee Period as aforesaid, the amount of such Guaranteed Assessment during such extended Guarantee Period shall be the amount set forth by Declarant in the notice to the Corporation. Notwithstanding anything contained herein, the Guarantee Period shall terminate upon the Turnover Date. Upon the termination of the Guarantee Period or any extensions thereof, there shall be assigned to each acre of Committed Property owned by the Declarant which is not a Neighborhood Common Area or a Corporation Common Area, a Value of one (1.00) notwithstanding any other provisions of this Declaration. The provisions of this subparagraph (c) may not be amended without Declarant's prior written consent.

(d) Notwithstanding anything contained in this Declaration to the contrary, the Individual Plot Assessment against Plots which are located in a Neighborhood governed by a Neighborhood Association shall be in the aggregate assessed against the Neighborhood and the Neighborhood Association operating such Neighborhood and shall be collected by such Neighborhood Association in the same manner and to the same extent as the common expenses of such Neighborhood. Each Neighborhood Association shall thereupon assess against each Plot Owner in such Neighborhood that Plot's Individual Plot Assessment. The lien set forth in Article 6.2 shall be a lien against the real property of such Neighborhood and the collection rights pursuant to Article 6.3 shall be as to all the Plots and their owners in the Neighborhood and to the Neighborhood Association operating such Neighborhood. Notwithstanding the foregoing, the Corporation, in its sole and absolute discretion, may elect to exercise its collection and lien rights hereunder only against a particular Plot Owner who has not paid his portion of the Assessments.

7.2 Contributing Plots.

Each Plot not a Corporation Common Area or Neighborhood Common Area or not owned by a Governmental entity, shall be a Contributing Plot. Notwithstanding anything contained herein, a Plot owned by the Declarant shall not be a Contributing Plot during the Guarantee period or any extension or renewal thereof nor ever shall be subject to special assessments.

7.3 Assessment Payments.

The Individual Plot Assessments and installments thereof may be adjusted from time to time by the Corporation to reflect changes, including but not limited to, changes in the number of Values for Contributing Plots. When a Contributing Plot (the "New Contributing Plot") comes into existence or if a new Value is assigned to a Contributing Plot, such Contributing Plot shall be deemed assessed the amount of such Assessment or installment thereof which would have been assessed against such Contributing Plot if it had such Value at the time such Assessment was originally made, prorated from the date the Contributing Plot received such value through the end of the period in question.

7.4 Special Assessments.

"Special Assessments" include, in addition to other Assessments designed as Special Assessments whether or not for a cost or expense which is included in the definition of "Operating Expenses", those Assessments which are levied for capital improvements which include the costs (whether in whole or in part) of constructing or acquiring improvements for or on the Corporation Common Areas or the cost (whether in whole or in part) of reconstructing or replacing such improvements. Notwithstanding anything to the contrary herein contained, it is recognized and declared that Special Assessments shall be in addition to, and are not a part of, any Guaranteed Assessment, and any such Special Assessments assessed against Contributing Plots and Contributing Plot Owners shall be paid by such Contributing Plot Owners in addition to any regular Assessments. Special Assessments shall be paid in such installments or in a lump sum as the Corporation shall, from time to time, determine. Declarant shall have the right to approve all Special Assessments before they are made. This right of approval of Special Assessments by Declarant shall end on the Turnover Date. NOTWITHSTANDING ANYTHING CONTAINED IN THIS DECLARATION, DECLARANT SHALL NEVER BE OBLIGATED TO PAY SPECIAL ASSESSMENTS AND PROPERTY OWNED BY DECLARANT SHALL NEVER BE ASSESSED FOR SAME.

7.5 Liability of Contributing Plot Owners for Individual Plot Assessments.

By acceptance of a deed or other instrument of conveyance of a Plot each Owner, other than Declarant, thereof acknowledges that each Contributing Plot, and the Contributing Plot Owners thereof, are jointly and severally liable for their own

Individual Plot Assessments as well as for all Assessments for which they are liable as provided for herein. Such Owners further recognize and covenant that they are jointly and severally liable with the Owners of all Contributing Plots for the Operating Expenses. Accordingly, it is recognized and agreed by each Owner who is or becomes a Contributing Plot Owner for himself and for his heirs, executors, successors and assigns that in the event Contributing Plot Owners fail or refuse to pay their Individual Plot Assessment or any portion thereof or their respective portions of any Special Assessment or other Assessments, then the other Contributing Plot Owners may be responsible for increased Individual Plot Assessments or Special or other Assessments, due to the nonpayment by such other Contributing Plot Owners, and such increased Individual Plot Assessments or Special or other Assessment can and may be enforced by the Corporation and Declarant in the same manner as all other Assessments hereunder as provided in this Declaration.

ARTICLE 8

OPERATING EXPENSES; CERTAIN ASSESSMENT CLASSIFICATIONS

The following expenses of the Corporation Common Areas and the Corporation are hereby declared to be Operating Expenses which the Corporation is obligated to assess and collect and which the Contributing Plot Owners are obligated to pay as provided herein or as may be otherwise provided in the Governing Documents:

8.1 Taxes.

Any and all taxes and special assessments levied or assessed at any and all times upon the Corporation Common Areas or any improvements thereon by any and all taxing authorities or districts, and against any and all personal property and improvements, which are now or which hereafter may be placed thereon or owned by the Corporation, including any interest, penalties and other charges which may accrue thereon.

8.2 Utility Charges.

All charges levied by utilities or districts providing services for the Corporation Common Areas, whether supplied by a private or public firm, including, without limitation, all charges for water, gas, electricity, telephone, sewer, and any other type of utility or any other service charge.

8.3 Insurance.

The premiums on the policy or policies of insurance which the Corporation, in its sole discretion determines to obtain, provided, however, that the Corporation shall obtain and maintain the following insurance coverage:

(a) Property insurance in an amount equal to the then full replacement cost, exclusive of land, foundation, excavation and other items normally excluded from such coverage, of all buildings and improvements now or hereafter located upon the Corporation Common Areas and such insurance shall afford protection against at least the following:

i. loss or damage by fire and other hazards covered by the standard extended coverage endorsement, and for sprinkler leakage, debris removal, cost of demolition, vandalism, malicious mischief, windstorm, and water damage; and

ii. such insurance may also afford protection against other such risks as are customarily covered with respect to areas similar to the Corporation Common Areas and serving such function.

(b) A comprehensive policy of public liability insurance and, if appropriate, owners, landlord, and tenant policies naming the Corporation and, until the Turnover Date, the Declarant as named insureds thereof insuring against any and all claims or demands made by any person or persons whomsoever for injuries received in connection with, or arising from, the operation, maintenance and use of the Corporation Common Areas and any improvements and buildings located thereon, and for any other risks insured against by such policies with limits of not less than One Million (\$1,000,000.00) Dollars for damages incurred or claimed by any one person for any one occurrence and not less than Five Million (\$5,000,000.00) Dollars for damages incurred or claimed for any one occurrence and not less than Two Hundred Fifty Thousand (\$250,000.00) Dollars property damage per occurrence with no separate limits stated for the number of claims. Such coverage shall include as appropriate, without limitation, protection against water damage liability, liability for non-owned and hired automobiles, liability for property of others, liability for false arrests, liability for electronic monitoring systems, libel and slander liability, host liquor liability and other such risks as are customarily covered with respect to areas similar to the Corporation Common Areas in developments similar in construction, location and use.

(c) Such other forms of insurance and in such coverages as the Corporation shall determine to be required or beneficial for the protection and preservation of the Corporation Common Areas and any buildings and improvements now or hereafter located thereon or in the best interests of the Committed Property or the Corporation.

8.4 Reconstruction of Structures or Improvements.

Any and all sums necessary to repair, replace, construct or reconstruct any structure or improvements upon the Corporation Common Areas damaged by any casualty not covered in whole or in part by insurance. Any difference between the amount of insurance proceeds received with respect to such damage and the amount of funds necessary to repair, replace, construct or reconstruct the building or improvement so damaged shall be an Operating Expense provided same shall be subject of a Special Assessment, and the Corporation will levy a Special Assessment for the funds necessary to pay such Operating Expense within ninety (90) days from the date such damage was incurred.

8.5 Maintenance, Repair and Replacement.

Any and all expenses necessary to maintain, repair, operate, protect and replace Corporation Common Areas, shall be an Operating Expense.

8.6 Lighting.

The cost of installing, maintaining, and operating any street lights now or hereafter located on the Corporation Common Areas or the Committed Property, as determined by the Declarant, to the extent any of such costs and charges are not paid for by governmental agencies or the utility company providing services with respect thereto.

8.7 Electronic Monitoring System and Security Personnel.

The cost and expense of operating electronic monitoring systems for Corporation Common areas, if any, and the cost of employing security personnel and operating and maintaining gate houses, privacy walls (if any), security facilities and vehicles used for monitoring or security services.

8.8 Administrative and Operational Expenses.

The costs of administration for the Corporation in the performance of its functions and duties under the Governing Documents including, but not limited to, costs for secretarial and bookkeeping services, salaries of employees, legal and accounting fees and contracting expenses. In addition, the Corporation may retain a management company or companies or contractors (ANY OF WHICH MANAGEMENT COMPANIES OR CONTRACTORS MAY BE, BUT ARE NOT REQUIRED TO BE, A SUBSIDIARY, AFFILIATE, OR AN OTHERWISE-RELATED ENTITY OF DECLARANT) to assist in the operation of the Corporation Common Areas, or portions thereof and to perform or assist in the performance of certain obligations of the Corporation under the Governing Documents and the fees or costs of any management company or contractor so retained shall be deemed to be part of the Operating Expenses. Further, the Corporation may employ the necessary personnel and contract with the necessary persons or entities to carry out the obligations hereunder including maintenance and security functions.

8.9 Compliance with Laws.

The Corporation shall take such action as it determines necessary or appropriate in order for the Corporation Common Areas and the improvements thereon to be in compliance with all applicable laws, statutes, ordinances, and regulations of any governmental authority, whether federal, state or local. The cost and expense of such action taken by the Corporation shall be an Operating Expense.

8.10 Indemnification.

The Corporation covenants and agrees that it will indemnify, defend and hold harmless Declarant, and any related corporations, including but not limited to, parent corporations and their employees from and against any and all claims, suits, actions, causes of action and/or damages arising from any personal injury, loss of life and/or damage to property sustained on or about Committed Property or other property serving the Corporation, or resulting or arising out of the operation of the Corporation and improvements thereof and thereon, or resulting from or arising out of activities or operation of the Corporation, and from and against all costs, expenses, counsel fees (including, but not limited to, all trial and appellate levels and whether or not suit be instituted), expenses and liabilities incurred by Declarant arising from any such claim, the investigation thereof, or the defense of any action or proceedings thereon, and from and against any order, judgments and/or decrees which may be entered thereon. The costs and expense of fulfilling this covenant of indemnification set forth in this Paragraph shall be an Operating Expense to the extent such matters are not covered by the Corporation's insurance, provided that the amount of any Assessment arising therefrom shall be in addition to, and not part of, the regular Assessment during the Guarantee Period.

8.11 Failure or Refusal of Contributing Unit Owners or Neighborhood Associations to Pay Assessments.

Funds needed for Operating Expenses due to the failure or refusal of Owners or a Neighborhood Association to pay Assessments levied shall themselves be deemed to be Operating Expenses and properly subject of an Assessment.

8.12 Extraordinary Items.

Extraordinary items of expense under the Governing Documents such as expenses due to casualty losses, force majeure and other extraordinary circumstances shall be subject of a Special Assessment.

8.13 Capital Payment.

(A) A "Capital Payment" in an amount determined by the Corporation, shall be paid to the Corporation. The Capital Payment shall be paid by each Owner

for each Property unit assigned to his parcel in addition to any regular or special assessments, except that Capital Payments shall never be required of the Declarant.³¹

(B) Capital Payments may be used to: pay extraordinary expenses which may be incurred by the Corporation during the period of time that Gateway Greens Community is being developed; make purchases for and improvements to the Corporation Common Areas; purchase initial and future equipment and supplies; acquire property for the use of the Owners or for the Corporation; make deposits required by utility companies; prepay premiums for insurance required by this Declaration; or to further any other purpose or requirement of the Governing Documents. Any unused portion of the aforesaid Capital Payments may be used and applied for any purpose of the Corporation without requirement that the same be credited in reduction of Assessments.³²

(C) Capital Payments shall be paid by:

- i. Single Family Lot Owners at such time as title to the Lot is conveyed to such Owner;
- ii. Business Unit Owners at such time as title to the unit is conveyed to such Owner.
- iii. Land Segment Owners at such time as is set forth in the instrument executed by Declarant which assigns the Property Units to the Land Segment, pursuant to Article 5.3 of this Declaration;³³

(D) Capital Payments shall only be paid once for each Property Unit, Business Unit, Single Family Lot or Dwelling Unit. In the event that a "Certified Dwelling Unit" "Reduces" a "Property Unit" (as these terms are defined in Article 5.3 of this Declaration) and the capital payment for such unit has not been paid, then the Owner of the Certified Unit shall pay the Capital Payment for such Certified Unit at the time title is conveyed to such Owner. In the event that a Land Segment Owner has paid a Capital Payment for a Reduced Property Unit, then the Owner of the Certified Unit which reduced the Reduced Property Unit shall not be required to pay an additional Capital Payment for such Certified Unit. Further, the Owner of a

³¹ Amendment to the Declaration and General Protective Covenants for Gateway Greens Community, as recorded at O.R. Book 2056, Page 1843, of Public Records of Lee County, Florida. Instrument number 2617060 dated March 16, 1989. 3 pages.

³² *ibid.*

³³ *ibid.*

Dwelling Unit on a Single Family Lot shall not be required to pay the Capital Payment if the Capital Payment has already been paid for the Single Family Lot.³⁴

8.14 Miscellaneous Expenses.

The cost of any item, or costs or expenses pertaining to or for the benefit of the Corporation or the Corporation Common Areas, or any part thereof, not herein specifically enumerated and which is determined to be an appropriate item of Operating Expense by the Board shall be an Operating Expense.

8.15 Resale Capital Payment.

(a) In addition to the Capital Payment, the Board may levy a Resale Capital Payment against a transferee upon the transfer of a conveyance of each Dwelling Unit or Single Family Lot in Gateway Greens Community.

(b) The amount of the Resale Capital Payment as to each Dwelling Unit or Single Family Lot and the manner of payment shall be determined by resolution of the Board of Governors from time to time; provided however, in no event shall the amount of Resale Capital Payment be greater than fifty percent (50%) of the amount of the Capital Payment as the same may exist on the date of conveyance of such Dwelling Unit or Single Family Lot. The due date for payment of such amount shall be the date of the closing of the conveyance.

(c) For purposes of this Section 8.15, the following definitions shall apply:

1. The term "Dwelling Unit" shall have the same meaning as given in the Declaration.
2. The term "Single Family Lot" shall have the same meaning as given in the Declaration.
3. The term "conveyance" shall mean the transfer of legal or equitable title to a Dwelling Unit or Single Family Lot by deed, operation of law or other authorized means of conveyance with or without valuable consideration.³⁵

ARTICLE 9

NEIGHBORHOODS

³⁴ Amendment to the Declaration and General Protective Covenants for Gateway Greens Community, as recorded at O.R. Book 2056, Page 1843, of Public Records of Lee County, Florida. Instrument number 2617060 dated March 16, 1989. 3 pages.

³⁵ Eleventh Amendment to the Declaration and General Protective Covenants for Gateway Greens Community, as recorded at O.R. Book 2946, Page 3358, of Public Records of Lee County, Florida. Instrument number 4369052 dated April 15, 1998. 2 pages.

9.1 Individual Property.

In the event that any Neighborhood Association, which has been granted a right of enforcement by Declarant, does not enforce any or all provisions of its Neighborhood Covenants or perform any of its duties and responsibilities pursuant to its articles of incorporation, by-laws or rules and regulations, Declarant, or in Declarant's sole discretion, the Corporation may enforce such Neighborhood Covenants, and perform such duties and responsibilities, including any and all maintenance provisions, and obtain the payment of the cost of such enforcement and maintenance pursuant to the provisions of Article 6. Declarant shall be entitled to reimbursement of attorneys' fees and court costs, as set forth in Article 2.7(d), incurred during the enforcement by it of Neighborhood Covenants.

9.2 Entry Rights.

Each Neighborhood Association and each Owner shall permit Declarant, the Corporation, their designee, or any agent or employee to enter upon the Neighborhood Common Area and upon Owner's Plot at reasonable times, to carry out the provisions of this Declaration and the same shall not constitute a trespass.

9.3 Neighborhood Common Area.

(a) The cost and expense of the Neighborhood Common Areas shall not be an Operating Expense but shall be borne by the Owners of the Plots located in the Neighborhood as set forth in the Neighborhood Covenants.

(b) The Corporation may contract with any Neighborhood Association to provide for the operation and maintenance of its Neighborhood Common Area.

(c) Notwithstanding anything contained herein, Declarant reserves the right, in its sole discretion, to cause portions of the Corporation Common Area to become Neighborhood Common Area by the recordation of an instrument containing provisions to that effect in the Public records of Lee County, Florida. Upon recordation of such an instrument, the real property described therein shall no longer be Corporation Common Area but shall be a Neighborhood Common Area in lieu thereof and the use and easement rights and the obligations pertaining thereto, including but not limited to, maintenance and administration obligations shall be those pertaining to such Neighborhood Common Area and not Corporation Common Area. Further, the expense thereof shall no longer be an Operating Expense.

9.4 Neighborhood Covenants.

Declarant reserves the right, and the power, without the consent of any other person being required:

- (a) To amend the specific provisions of this Declaration insofar as they apply to one or more Neighborhoods without amending those provisions with respect to all Neighborhoods.
- (b) To supplement this Declaration by recording separate covenants, conditions, restrictions and other provisions applying to any specific Neighborhood.
- (c) To determine consistency of all Neighborhood Covenants with this Declaration and the plan of development of GGC, and approve and consent to all Neighborhood Covenants prior to the recordation in the Public Records of Lee County. Neighborhood Covenants shall not be effective until Declarant approves and consents to same.

ARTICLE 10

GENERAL AND PROCEDURAL PROVISIONS

10.1 Utility Easements.

(a) There is hereby reserved, for the purpose of installing, operating and maintaining governmental, public or private utility facilities, including GSD facilities, and for other purposes incidental to the development of GGC, those easements shown upon the Plat and as may be shown on any future recorded plats of GGC, and there is hereby reserved within such easements, areas and rights-of-way for such other purposes as Declarant in its sole discretion may in the future determine.

(b) Declarant hereby reserves the right for itself and the Corporation, and the power, during a period of thirty (30) years from the date of recordation of this Declaration, to declare and file of record, additional easements granting the full free right, power and authority to lay, operate and maintain such drainage facilities, sanitary sewer lines, potable and irrigation water lines, storm sewers, gas and electric lines, communication lines, cable television lines, and such other and further public service facilities as Declarant or the Corporation may deem necessary, along, through, in, over and under a strip of land up to seven (7') feet in width from all sides, front and rear lines of any Plot and no Structure shall be placed on such seven (7') feet strip. The duration of any such easement shall be as set forth in an instrument of record. Said easement and the rights granted shall not be inconsistent with the then existing improvements on the applicable portions of the Plot.

(c) Declarant, for itself, its nominees and the Corporation, reserves the right to impose upon the Corporation Common Area henceforth and from time to time such easements and cross-easements for ingress and egress and the installation, maintenance, construction or repair of facilities, including, but not limited to, electric power, telephone, golf cart crossings, governmental purposes, sewer, water, gas, drainage, irrigation, lighting, television transmission, security,

garbage and waste removal and the like as it deems to be in the best interest of, and necessary and proper for GGC, the Committed Property or the Golf Course.

10.2 Public Facilities.

In order to supplement the public facilities and services that may be furnished by any local governmental agency, and in order to provide additional facilities and services that may not be otherwise available, Declarant is hereby authorized and empowered by all of the Owners, when Declarant in its sole discretion determines that it is necessary or desirable, to act on their behalf to contract for the installation of a water plant and supply system, irrigation water system, a gas system, a sewage disposal plant and sanitary sewer system, storm sewers, gutters, burbs, bike paths and sidewalks, street lighting and any other facilities or services customarily furnished or provided by local governmental agencies. Each Owner shall be liable for and shall promptly pay to the Declarant a prorata share of said water plant and supply system, irrigation water system, a gas system, a sewage disposal plant and sanitary sewer system, storm sewers, gutters, burbs, bike paths and sidewalks, street lighting and any other facilities or services, and said cost shall be apportioned among the Plots in proportion to their front footage, square footage, assessed value, or any other reasonable method as determined by the Declarant in its sole discretion. Payment shall be due and payable immediately upon letting of the contract for any of the construction of such facilities. The judgment of the Declarant in compliance with such contract shall be final. Each Owner shall be vested with the right to benefit from (subject to charges for the use thereof) any water plant and supply system, irrigation water system, a gas system, a sewage disposal plant and sanitary sewer system, storm sewers, gutters, burbs, bike paths and sidewalks, street lighting and any other facilities or services. Each Owner shall install, subject to the written approval of Declarant and GSD, all sewer connections, both storm and sanitary, so that direct connections can be made to the nearest street, alley main or collection lines and the plan for such sewer connections shall be submitted to Declarant and GSD for approval prior to commencement of said construction. No Owner shall install any potable or irrigation well or draw irrigation water from any lake or drainage area without the written approval of Declarant and GSD.

10.3 Declaration and General Protective Covenants Run with the Land.

The covenants, reservations, restrictions and other provisions of this Declaration shall run with and bind the Committed Property subject hereto and shall inure to the benefit of the Declarant and all Owners subject to this Declaration, their respective legal representatives, heirs, successors and assigns, for a term of thirty (30) years from (i) the date this Declaration is recorded, or (ii) the date of the last addition of land to the Committed Property in accordance with the provisions of Article 2, whichever is later, but not more than forty (40) years from the date of this Declaration, after which time these covenants, conditions, restrictions and other provisions shall automatically be extended for successive ten (10) year periods,

unless an instrument signed by the then Owners of Plots assigned at least two-thirds (2/3rds) of the Property Units has been recorded agreeing to change or terminate (if not prohibited by other provisions of this Declaration) these covenants, conditions, restrictions or provisions in whole or in part.

10.4 Completion of Construction Remedy.

When the construction of any structure is once begun, work thereon must be prosecuted diligently and completed within a reasonable time. If for any reason work is discontinued or there is no substantial progress toward completion for a continuous sixty (60) day period, then Declarant shall have the right to notify Owner of its intentions herein, enter the Plot and take such steps as might be required to correct the undesirable appearance or existence of the Structure, including, but not limited to, demolition and removal thereof, and/or pursue any of the remedies under this Declaration as Declarant determines. The reason for such correction shall be solely in the discretion of Declarant and may include but not be limited to aesthetic grounds. The Owner shall be liable for all costs and attorneys' fees incurred in such action which shall be a continuing lien against said Plot collectable in accordance with Article 6.

10.5 Non-Liability of Declarant.

The Declarant shall not in any way or manner be held liable or responsible for any violation of this Declaration by any Person other than itself.

10.6 Amendment of Declaration.

(a) In addition to any other right of amendment or modification provided for in this Declaration, in which case those provisions shall apply, Declarant may, in its sole discretion, by an instrument filed of record, modify, enlarge, amend, waive or add to the covenants, conditions, restrictions, and other provisions of this Declaration so long as same do not substantially impair the General Development Plan.

(b) Except as set forth in Paragraph (a) above, the process of amending or modifying this Declaration shall be as follows:

1. Until the Turnover Date, all amendments or modifications shall be made only by Declarant without the requirement of the Corporation's consent or the consent of the Owners or the Neighborhood Associations; provided, however, that the Corporation shall, forthwith but not more than ten (10) days after request of Declarant, join in any such amendments or modifications and execute such instruments to evidence such joinder and consent as Declarant shall, from time to time, request. Failure to so join and consent to an amendment or modification, if any, shall not be cause to prevent such modification or amendment from being made by Declarant or to affect the validity thereof.

2. After the Turnover Date, this Declaration may be amended (a) by the consent of the Contributing Plot Owners of two-thirds (2/3rds) of all Contributing Plots together with (b) the approval or ratification of a majority of the Board of Governors of the Corporation. The aforementioned consent of the Contributing Plot Owners may be evidenced by a writing signed by the required number thereof or by the affirmative vote of the required number thereof or their Representative at any regular or special meeting of the Corporation called and held in accordance with the By-Laws, evidenced by a certificate of the Secretary or an assistant secretary of the Corporation.

3. Amendments for correction of scrivener's error or other non-material changes may be made by Declarant alone until the Turnover Date and thereafter by the Board of Governors of the Corporation alone without the need of consent of the Contributing Plot Owners.

4. Notwithstanding anything to the contrary herein contained, no amendment to this Declaration shall be effective which shall impair or prejudice the rights or priorities of Declarant, the Corporation, or the Golf Course Owner, under this Declaration or any other of the Governing Documents without the specific written approval of such Declarant, Corporation, or Golf Course Owner affected thereby.

5. After the Turnover Date, a true copy of any amendment to this Declaration shall be sent certified mail by the Corporation to Declarant within five (5) days of its adoption.

6. Notwithstanding anything contained herein, Supplements are not amendments and need only be executed by Declarant.

7. Notwithstanding anything contained herein, the Neighborhood Covenants are not amendments and need only be executed only by Declarant.

(c) Notwithstanding anything herein to the contrary, any amendment to this Declaration which will affect any aspect of irrigation, drainage, and stormwater or surface water management system, including, but not limited to, water management portions of the Corporation Common Area and associated easements over Common Areas or privately held land within Gateway, must have prior approval of the South Florida Water Management District in order to be effective.³⁶

10.7 Other Documents.

³⁶ Fourteenth Amendment to the Declaration and General Protective Covenants for Gateway Greens Community, as recorded at O.R. Book 3513, Page 4344, of Public Records of Lee County, Florida. Instrument number 5264967 dated November 2, 2001. 3 pages.

Declarant, Corporation, any Neighborhood Association, or other entity provided for herein or in any applicable recorded instrument shall have such rights, powers, duties, and privileges as set forth herein or in the articles of incorporation, by-laws and other constituent documents of such entity; however, no such entity may have rights, duties, powers or privileges that are in conflict with the provisions of this Declaration, which shall prevail in all events of conflict.

10.8 Severability.

If any covenant, condition, restriction or other provision of this Declaration is held to be invalid in whole or in part by any Court of competent jurisdiction, then such holding shall in no way affect the validity of the remaining provisions of this Declaration, all of which shall remain in full force and effect.

10.9 Dissolution.

In the event of dissolution of the Corporation, each Plot shall continue to be subject to the assessments specified in this Declaration and each Owner shall continue to be personally obligated to the transferee, the successor or assigns of Corporation as the case may be for such assessment to the extent that such assessments are required to enable any such transferee, successors or assigns acquiring any real property previously owned by the Corporation to properly maintain, operate and preserve it. The provisions of this Section 10.9 shall only apply with regard to the Corporation Common Area and continues to be so used for the common use and enjoyment of Owners. Notwithstanding the foregoing, in the event of dissolution of the Corporation, the Corporation Common Areas shall be conveyed to a similar non-profit organization or entity to assure their continued maintenance and operation.³⁷

10.10 Gender.

Whenever in this Declaration the context so requires, the singular number shall include the plural, and the converse; and the use of any gender shall be deemed to include all genders.

10.11 Notices.

(a) To Declarant. Notice to Declarant as may be required or desired herein shall be in writing and delivered or mailed to Declarant at its principal office as shown by the records of the Secretary of the State of Florida, or at any other location designated by Declarant.

³⁷ Fourteenth Amendment to the Declaration and General Protective Covenants for Gateway Greens Community, as recorded at O.R. Book 3513, Page 4344, of Public Records of Lee County, Florida. Instrument number 5264967 dated November 2, 2001. 3 pages.

(b) To Corporation. Notice to Corporation as may be required herein or the By-Laws shall be in writing and delivered or mailed to the Corporation at its principal office as shown by the records of the Secretary of the State of Florida, or at any other location designated by Corporation.

(c) To Owner. Notice to any Owner of a violation of any of these restrictions, or any other notice as may be required herein shall be in writing and shall be delivered or mailed to the Owner at the address shown on the tax rolls of Lee County, Florida, or to the address of the Owner, as shown on the deed recorded in the Public Records of Lee County, Florida, or to the address of the Owner as filed with the Secretary of the Corporation, or if an Owner be a corporation, to its principal place of business as shown on the records of the Secretary of State (of Florida or its state of incorporation).

10.12 Construction.

The provisions of this DECLARATION shall be liberally interpreted and construed to provide maximum flexibility consistent with the General Development Plan and the purposes set forth herein, including the Preamble.

ARTICLE 11³⁸

COVENANT TO PAY ASSESSMENT FOR CABLE TELEVISION FEE

11.1 Affirmative Covenant to Pay Cable Television Fee.

Cable television services are deemed to be of common benefit to the owners of Gateway Greens Community. So long as the Corporation, or other applicable Neighborhood Association, has contracted for necessary bulk cable television service, there is hereby imposed on upon all dwelling units (excluding hotels and hotel rooms) the affirmative covenant and obligation to pay the Corporation or other applicable Neighborhood Association, an equal share of the subscriber service charge (in effect from time-to-time) for cable television service supplied by the Operator pursuant to the Cable Agreement which obligation shall be imposed whether the owner of the dwelling unit utilizes the services or not. All other fees imposed by Operator for cable television services to include but not be limited to, installation charges, additional outlet charges, remote control rental charges, converter rental charges, and premium television channel charges shall be contracted for directly between the Operator and the owner of any dwelling unit. Said additional charges shall not be part of the assessment imposed under this Article.

³⁸ Fourth Amendment to the Declaration and General Protective Covenants for Gateway Greens Community, as recorded at O.R. Book 2135, Page 3442, of Public Records of Lee County, Florida. Instrument number 2812827 dated March 12, 1990. 3 pages.

11.2 Time of Commencement of Assessment.

The obligation to pay the assessment for the cable television service shall be effective against all dwelling units (not to include any model home so long as it used as a model home) upon the date of issuance of a Certificate of Occupancy or like permit from the applicable governmental authority.

11.3 Establishment of Liens and Collection of Assessment.

The assessment established by this Article, with interest thereon at the highest rate allowed by law, and costs of collection, including, but not limited to, reasonable attorneys' fees, are hereby declared to be a charge and a continuing lien upon each dwelling unit, against which such assessment is made. The obligation and liability of said assessment shall be in the same manner as set forth in Article 6 of the Declaration.

11.4 Condominiums.

Dwelling units which are part of a condominium shall also be subject to all of the terms and conditions of this Article. If, however, the ownership of the common elements of a condominium is unequal as between condominium units, then the particular condominium association whose common elements are unequally owned, shall not be the association that shall impose, collect or enforce this assessment. In such event, the assessment shall be imposed, collected and enforced by the Corporation or other applicable Neighborhood Association. The basic subscriber service charge for condominiums may be different than that imposed on other dwelling units.

11.5 Termination of Cable Television Agreement.

In the event that any Cable Agreement is terminated for any reason, the Corporation, or other applicable Neighborhood Association, is expressly authorized to enter into commercially reasonable agreements for cable television service to be provided by any cable television service provider, including without limitation, an entity owned in whole or in part by Declarant. In such event, the Corporation, or other applicable Neighborhood Association, may contract for a single operator to have the exclusive right to provide cable television service in the development. In such event, the Contract shall become the "Cable Agreement: and the cable television service provider shall become the "Operator" herein and, in that event, the terms of this Amendment shall be enforceable as if the Cable Agreement and the Operator has been those originally referred to in this Amendment.

11.6 Joinder on Prior Transferees.

Although Declarant, the Corporation, or any applicable neighborhood association, may elect not to assess the charges for basic cable television service

against owners acquiring titles to their plots before the effective date³⁹ of this Amendment, this Amendment shall exclusively provide cable television rights to Operator after its effective date. In the event that a plot has been conveyed by Declarant prior to the effective date of this Amendment, the plot owner shall execute a joinder to this Amendment as a precondition to receiving cable television service in the development. In any event, this Amendment shall be effective against all owners who acquire title to any plot after the effective date.

IN WITNESS THEREOF the Declarant and the Corporation have caused this Declaration to be executed and the corporate seals to be affixed hereto, all on the day and year first above written.

Declarant:

WESTINGHOUSE/GATEWAY
COMMUNITIES, INC.

By: S/ Byron R. Koste, President

Attest: S/ Jerry H. Schmoyer, Assistant
Secretary

Joined by Corporation:

GATEWAY GREENS COMMUNITY
ASSOCIATION, INC.

By: S/ John J. LaCroix, President

Attest: S/ Douglas J. Widmer, Secretary

³⁹ The effective date of the Fourth Amendment to the Declaration is March 12, 1990.

EXHIBIT A

COMMITTED PROPERTY

Phase 1, Plat Book 40, Page 31, Public Records of Lee County, Florida
Phase 2, Plat Book 41, Page 86, Public Records of Lee County, Florida
Phase 4, Plat Book 43, Page 67, Public Records of Lee County, Florida
Phase 8, Plat Book 47, Page 93, Public Records of Lee County, Florida
Phase 9, Plat Book 47, Page 10, Public Records of Lee County, Florida
Phase 13, Plat Book 52, Page 11, Public Records of Lee County, Florida
Phase 18, Plat Book 55, Page 61, Public Records of Lee County, Florida
Phase 19, Plat Book 55, Page 73, Public Records of Lee County, Florida
Phase 20, Plat Book 56, Page 47, Public Records of Lee County, Florida
Phase 21, Plat Book 58, Page 60, Public Records of Lee County, Florida
Phase 22, Plat Book 58, Page 76, Public Records of Lee County, Florida
Phase 22A, Plat Book 61, Page 69, Public Records of Lee County, Florida
Phase 24, Plat Book 65, Page 9, Public Records of Lee County, Florida
Hidden Links II, Plat Book 69, Page 97, Public Records of Lee County, Florida
Hidden Links IIA, Plat Book 76, Page 14, Public Records of Lee County, Florida
Champions Green, O.R. BK 2285, PG 3348, Public Records of Lee County, Florida
Hammock Cove Plat, Instr. No. 2016000032568, Public Records of Lee County, Florida

and

A tract of parcel of land being the right of way of Westlinks Drive lying in Section 18, Township 45 South, Range 26 East, Lee County, Florida, which tract is more particularly described as:

From the West quarter corner said Section 18 run N 00° 40' 41" W along the west line of said Section 18 for 301.66 feet to the southwest corner of Gateway Phase Nine as recorded in Plat Book 47 at Pages 10 through 20 of the Lee County Records; thence run N 89° 19' 16" E along the south line of said Gateway Phase Nine 10.00 feet to the Point of Beginning. From said Point of Beginning continue N 89° 19' 16" E along said south line for 50.00 feet; thence run S 00° 40' 44" E for 100.00 feet to a point of curvature; thence run southerly and southeasterly along the arc of a curve to the left of radius 275.00 feet (chord bearing S 28° 08' 45" E) (chord length 253.68 feet) (delta 54° 56' 01") for 263.66 feet to a point of tangency; thence run S 55° 36' 45" E for 121.74 feet to a point of curvature; thence run southeasterly along the arc of a curve to the right of radius 475.00 feet (chord bearing S 54° 53' 00" E) (chord length 12.09 feet) (delta 01° 27' 30") for 12.09 feet; thence run N 80° 15' 45" E for 31.54 feet; thence run southeasterly along a non-tangent curve to the right of radius 500.00 feet (chord bearing S 41° 25' 18" E) (chord length 172.53 feet) (delta 19° 52' 10") for 173.39 feet; thence run S 16° 18' 38" W along a non-radial line for 34.51 feet; thence run southeasterly and southerly along a non-tangent curve to the right of radius 430.00 feet (chord bearing S 17° 39' 26" E) (chord length 164.57 feet) (delta 22° 03' 51") for 165.59 feet to a point of tangency; thence run S 06° 37' 31" E for 260.00 feet; thence run S 51° 37' 31" E for 35.36 feet; thence run S 06° 37' 31" E for 172.23 feet to a point of curvature; thence run southerly and southeasterly along the arc of a curve to the left of radius 30.00 feet (chord bearing S 53° 36'

40" E) (chord length 43.87 feet) (delta 93° 58' 18") for 49.20 feet to a point on the northerly line of Commerce Lakes Drive 120 feet wide; thence run westerly and westerly along the arc of a non-tangent curve of the right of radius 1185.00 (chord bearing S 83° 22' 29" W) (chord length 164.16 feet) (delta 07° 56' 36") for 164.29 feet; thence run northeasterly and northerly along the arc of a non-tangent curve to the left of radius 30.00 feet (chord bearing N 40° 22' 38" E) (chord length 43.87 feet) (delta 93° 58' 18") for 49.20 feet to a point of tangency; thence run N 06° 37' 31" W for 172.23 feet; thence run N 38° 22' 29" E for 35.36 feet; thence run N 06° 37' 31" W for 260.00 feet to a point of curvature; thence run northerly and northwesterly along the arc of a curve to the left of radius 380.00 feet (chord bearing N 17° 39' 26" W) (chord length 145.43 feet) (delta 22° 03' 51"); thence run N 73° 41' 22" W along a non-radial line for 36.54 feet, thence run northwesterly along a non-tangent curve to the left of radius 400.00 feet (chord bearing N 41° 25' 18" W) (chord length 125.55 feet) (delta 18° 03' 30") for 126.07 feet; thence run N 09° 09' 15" W along a non-radial line for 36.54 feet; thence run northwesterly along a non-tangent curve to the left of radius 425.00 feet (chord bearing N 54° 53' 00" W) (chord length 10.82 feet) (delta 01° 27' 30") for 10.82 feet to a point of tangency; thence run N 55° 36' 45" W for 121.74 feet to a point of curvature; thence run northwesterly and northerly along the arc of a curve to the right of radius 325.00 feet (chord bearing N 28° 08' 45" W) (chord length 299.80 feet) (delta 54° 56' 01") for 311.6 feet to a point of tangency; thence run N 00° 40' 44" W for 100.00 to the Point of Beginning.

EXHIBIT B

CORPORATION COMMON AREA

The following Lots and Tracts in Gateway Phase 1, a subdivision, as shown in Plat Book 40, Pages 31 through 37, inclusive, of the Public records of Lee County, Florida, are Corporation Common Areas:

Tracts A, B and C.

EXHIBIT C

Per the Thirteenth Amendment to this Declaration⁴⁰, Exhibit C is the Design Review Manual (DRM). The DRM is incorporated by reference in accord with an Amendment to this Declaration affirmed by the Membership on May 31, 2018.⁴¹

⁴⁰ Thirteenth Amendment to the Declaration and General Protective Covenants for Gateway Greens Community, as recorded at O.R. Book 3275, Page 0966, of Public Records of Lee County, Florida. Instrument number 4912153 dated July 5, 2000. 63 pages.

⁴¹ Paragraph 3.2 (Plans, Specifications and Locations of Structures) of the Declaration and General Protective Covenants for Gateway Greens Community was amended at the Annual Membership Meeting on May 31, 2018, in accord with the requirements established in Section 10.6(b)(2).

EXHIBIT D

ARTICLES OF INCORPORATION
OF
GATEWAY GREENS COMMUNITY ASSOCIATION, INC.

*Document number N24720, filed with the
Florida Department of State on February 8, 1988.*

ARTICLE I

NAME

The name of this corporation shall be GATEWAY GREENS COMMUNITY ASSOCIATION, INC., (hereinafter referred to as the "Corporation").

ARTICLE II

DEFINITIONS

A. All terms which are defined in the Declaration and General Protective Covenants for Gateway Greens Community shall be used herein with the same meanings as defined in said Declaration.

B. "Corporation" as used herein shall mean the Gateway Greens Community Association, Inc., a Florida corporation not-for-profit, the corporation formed by these Articles, its successors or assigns.

ARTICLE III

PURPOSES

The purposes for which this Corporation is organized are to promote the recreation, health, safety, aesthetic enjoyment and social welfare of the owners and occupants of the Committed Property, and to operate and maintain and own the Corporation Common Areas in accordance with and pursuant to the Declaration or any Supplement thereto and to fulfill its obligations in accordance with and pursuant to the Declaration. The Corporation is not a condominium association under Chapter 718, Florida Statutes.

ARTICLE IV

GENERAL POWERS

The general powers that the Corporation shall have are as follows:

- A. This Corporation shall have all of the common law and statutory powers of a Florida corporation not-for-profit, except as herein entitled.
- B. This Corporation shall have all of the powers reasonably necessary to implement its purposes including those set forth herein.
- C. To do all of the acts required to be performed by it in accordance with the Declaration.
- D. To hold funds solely and exclusively for the benefit of the Members for purposes set forth in these Articles.
- E. To promulgate and enforce rules, regulations, By-Laws and agreements to effectuate the purposed for which the Corporation is organized and to make, establish and enforce rules and regulations governing the use of the Corporation Common Areas consistent with the Declaration.
- F. To delegate power or powers where such is deemed in the interest of the Corporation.
- G. To purchase, lease, hold, sell, mortgage or otherwise acquire or dispose of, real or personal property, except to the extent restricted hereby; to enter into, make, perform or carry out contracts of every kind with any person, firm, corporation, association or other entity; to do any and all of the activities and pursue any and all of the objects and purposes set forth in these Articles and not forbidden by the Laws of the State of Florida.
- H. To make, levy, and collect assessments for the purpose of obtaining funds from its Members to pay for the operational expenses of this Corporation (Operating Expenses) and costs of collection and to use and expend the proceeds of assessments in the exercise of its powers and duties hereunder.
- I. To charge recipients for services rendered by the Corporation or users for use of Corporation property when such is deemed appropriate by the Board of Governors.
- J. To pay taxes and other charges, if any, on or against property owned, leased, licensed or accepted by the Corporation.
- K. To maintain, repair, replace and operate the Corporation Common Areas (including, but not limited to, any Corporation Common Area to be maintained in a natural state, utilized for recreation purposes or utilized for drainage purposes) in accordance with those governmental regulations which are applicable, the Declaration, or any Supplements thereto.

L. To enforce by legal means the obligations of the Members of this Corporation, the provisions of this Declaration and the provisions of any Supplement.

M. To contract for professional management (the “Manager,” which may be an individual, corporation, partnership or other entity) and to delegate to such Manager certain powers and duties of this Corporation.

N. To contract for the maintenance, security, administration and other functions to be carried out by the Corporation.

O. To contract with governmental or quasi-governmental entities and Neighborhood Associations requiring maintenance and administration.

P. Notwithstanding anything contained herein to the contrary, this Corporation shall not have the power to, and shall not, engage in or carry on propaganda or otherwise attempt to influence legislation, or participate or intervene, directly or indirectly in any political campaign on behalf of, or in opposition to, any candidate for office whether public, quasi-public or private, or otherwise engage in or carry on political action including the publishing or distribution of statements, nor shall Members perform any such activities in the name of the Corporation.

ARTICLE V

MEMBERS

The qualification of members, the manner of their admission to membership, the termination of such membership and voting by members shall be as follows:

A. The members of the Corporation shall be comprised of the Owners, the Golf Course Owner and Declarant.

B. Membership shall be established effective immediately upon becoming an Owner, provided however, that such new Member’s rights shall not be effective until new Member presented the Corporation with a recorded copy of the Warranty Deed or other muniment [sic] of title conveying the title to the Plot so conveyed and such membership shall pass with title to the Plot in question as an appurtenance thereto with no such membership or right arising therefrom being transferrable in any manner except as an appurtenance to such Plot.

C. A structure for which final certificates of occupancy had been issued but which has subsequently been destroyed or demolished shall be deemed, for the purpose of calculating eligible votes, to have the number of Dwelling Units or Business Units, as the case may be, which were contained in the original structure until such time as a replacement structure has been erected and a final certificate of occupancy issued thereof. Thereupon, the number of Dwelling Units or Business

Units, as the case may be, in the replacement structure shall control in lieu of the number of Dwelling Units so destroyed or demolished.

D. Notwithstanding anything herein contained, Declarant shall have the right to appoint four (4) of the five (5) Governors and hereby control the appointment of at least a majority of the Board of Governors until the "Turnover Date" which date shall be November 1, 2027 or at any time upon a voluntary election of Declarant, whichever is the soonest to occur. Until such Turnover Date, Governors of the Corporation named by Declarant shall serve, and in the event of vacancies, such vacancies shall be filled by Declarant. The fact that the Owners have not elected or refuse to elect Governors shall not interfere with the right of Governors designated by Governors to resign.

E. Each and every Member shall be entitled to the benefits of Membership, and shall be bound to abide by the provisions of the Governing Documents.

ARTICLE VI

BOARD OF GOVERNORS

A. The affairs of the Corporation shall be managed by a Board of Governors consisting of five (5) Governors. So long as the Declarant shall have the right to appoint at least a majority of the Board of Governors, Governors need not be members of the Corporation and need not be residents of the Committed Property; thereafter Governors shall be Members of the Corporation and residents of the Committed Property and of the State of Florida except for those who are appointed by the Declarant. Elections shall be by plurality vote. There shall be one (1) Governor elected by Members as long as Declarant has a right to appoint a majority of the Board of Governors. At the first meeting of the Members at which they have a right to elect a Governor, an election for that member of the Board of Governors shall be held and the elected Governor shall serve until the second annual meeting after the meeting at which such Governor was elected. In addition, Declarant shall appoint two (2) Governors to serve for terms expiring on the second annual meeting after the meeting at which they were appointed and two (2) Governors to serve for a term expiring on the first annual meeting after the meeting at which they were appointed. Thereafter, as many Governors shall be elected and appointed, as the case may be, as there are regular terms of office of Governors expiring at such time and the term of Governors shall be for two (2) years expiring on the second annual meeting following the annual meeting at which they were elected, and thereafter until their successors are duly elected and qualified or until removed from office with or without cause by an affirmative vote of a majority of Members which elected them. In no event can a Board Member appointed by Declarant be removed except by action of Declarant. Any Governor appointed by Declarant shall serve at the pleasure of Declarant, and may be removed from office, and a successor Governor may be appointed at any time by the Declarant.

B. The names and addresses of the members of the first Board of Governors who shall hold office until the first annual meeting of the Members to be held in the year 1988, and until their successors are elected or appointed and have qualified, are as follows:

1. Edwin C. Hauck 1625 Hendry St., Ste. 201, Ft. Myers, FL 33901
2. John J. LaCroix Same as above
3. Douglas J Widmer “
4. Jerry H. Schmoyer “
5. Gregory S. Sollitto “

ARTICLE VII

OFFICERS

A. The Officers of the Corporation shall be a President, a Vice-President, a Secretary and a Treasurer, and such other Officers as the Board may from time to time deem necessary. Any two (2) or more offices may be held by the same person except that the offices of President and Secretary may not be held by the same person. Officers shall be elected for one (1) year terms in accordance with the procedure set forth in the By-Laws.

B. The names of the Officers who are to manage the affairs of the Corporation until the annual meeting of the Board of Governors to be held in the year 1988 and until their successors are duly elected and qualified are:

1. John J. LaCroix - President
2. Douglas J. Widmer - First Vice President & Secretary
3. Edwin C. Hauck - Assistance Secretary & Treasurer
4. Gregory S. Sollitto - Second Vice President

ARTICLE VIII

CORPORATE EXISTENCE

The Corporation shall have perpetual existence.

ARTICLE IX

BY-LAWS

The Board shall, from time to time, adopt, alter, amend or rescind By-Laws not inconsistent with these Articles and the Declaration. However, the provisions of these Articles shall prevail in any conflict between the provisions of these Articles and the provisions of the By-Laws.

ARTICLE X

AMENDMENT TO ARTICLES OF INCORPORATION

A. Prior to the recordation of the Declaration amongst the Public Records of Lee County, Florida, these Articles may be amended only by an instrument in writing signed by all of the Governors and filed in the Office of the Secretary of State of the State of Florida. The instrument amending these Articles shall identify the particular Article or Articles being amended and give the exact language of such amendment, and a certified copy of such amendment shall always be attached to any certified copy of these Articles and shall be an exhibit to the Declaration upon the recording of the Declaration.

B. After the recording of the Declaration amongst the Public Records of Lee County, Florida, these Articles may be amended in the following manner:

1. The Board, by majority vote, shall adopt a resolution setting forth the proposed amendment and direct that it be submitted to vote at a meeting of the Members;
2. Notices of the subject matter of the proposed amendment shall be included in the notice of any meeting (regular or annual) at which such proposed amendment is to be considered by the Members;
3. Such proposed amendment must be submitted to and approved by the Members. Any number of amendments may be submitted to the Members and voted upon at one meeting. Approval by the Members must be by a vote of a majority of the votes of all Members entitled to vote thereon. Such vote by the Members must be taken at a meeting of the Membership;
4. Notwithstanding the foregoing, an amendment to these Articles may be made by a written statement signed by all Members and Governors eligible to vote.

C. No amendment may be made to these Articles which shall in any manner reduce, amend, affect, or modify the terms, conditions, provisions, rights and obligations set forth in the Declaration.

D. A copy of each amendment shall be certified by the Secretary of State of the State of Florida and the Secretary of the Corporation shall cause a copy certified by the Secretary of State to be recorded amongst the Public Records of Lee County, Florida.

E. Notwithstanding the foregoing provision of this Article X, there shall be no amendment to these Articles which (i) shall abridge, amend or alter the rights of Declarant, including the right to designate and select the Governors as provided

in Article VI hereof, or the provisions of this Article X, without the prior written consent therefor by Declarant, or, (2) make any changes in the qualifications for Membership or the voting rights of the Members, or make any change that would terminate the Association without approval in writing of the Members affected.

F. In the event of any conflict between the provisions of these Articles and the provisions of the Declaration, the provisions of the Declaration shall prevail.

ARTICLE XI

SUBSCRIBERS

The names and addresses of the subscribers are as follows:

1. Gregory S. Sollitto, 1625 Hendry Street, Suite 201, Fort Myers, FL 33901;
2. Edwin C. Hauck, 1625 Hendry Street, Suite 201, Fort Myers, FL 33901;
3. Jerry H. Schmoyer, 1625 Hendry Street, Suite 201, Fort Myers, FL 33901.

ARTICLE XII

INDEMNIFICATION OF OFFICER AND GOVERNORS

Every Governor and every Officer of the Corporation (and the Governors and/or Officers as a group) shall be indemnified by the Corporation against all expenses and liabilities, including counsel fees (at all trial and appellate levels) reasonably incurred by or imposed upon such person or persons in connection with any claim, proceeding, litigation or settlement in which they become involved by reason of being or having been a Governor or Officer of the Corporation. The foregoing provisions for indemnification shall apply whether or not such person is a Governor or Officer at the time such expenses are incurred. Notwithstanding the above, in instances where a Governor or Officer admits or is adjudged guilty by a court of competent jurisdiction of willful malfeasance or malfeasance in the performance of such person's duties, the indemnification provisions of these Articles shall not apply. Otherwise, the foregoing rights to indemnification shall be in addition to and not exclusive of any and all right of indemnification to which a Governor or Officer may be entitled, whether by statute or common law. No amendment to this Article which reduces or restricts the indemnity created herein may be adopted without the prior consent of each and every Officer and governor (whether current or former) affected by such amendment.

ARTICLE XIII

TRANSACTION IN WHICH GOVERNORS OR OFFICERS ARE INTERESTED

A. No contract or transaction between the Corporation and one or more of its Governors or Officers, or between the Corporation and any other corporation, partnership, association, or other organization in which one or more of its Governors or Officers are directors or officers or have a financial interest, shall be invalid, void or voidable solely for this reason, or solely because a Governor or Officer is present at or participates in the meeting of the Board or a committee thereof which authorizes the contract or transaction, or solely because his or their votes are counted for such purpose. No Governor or Officer of the Corporation shall incur liability by reason of the fact that he is or may be interested in any such contract or transaction.

B. Interested Governors may be counted in determining the presence of a quorum at a meeting of the Board of Governors or a committee which authorized the contract or transaction.

ARTICLE XIV

DISSOLUTION OF THE CORPORATION

A. Upon dissolution of the Corporation, all of its assets remaining after provision for creditors and payment of all costs and expenses of such dissolution shall be distributed in the following order and manner:

1. Real property contributed to the Corporation without the receipt of other than nominal consideration by the Declarant (or its successor in interest) shall be returned to the Declarant (whether or not a Member at the time of such dissolution) unless it refuses to accept the conveyance (in whole or in part);

2. Dedication to applicable municipal or other governmental authority of such property (whether real, personal or mixed) as determined by the Board of Governors of the Corporation to be appropriate for dedication and which the authority is willing to accept; and

3. The remaining assets shall be distributed among the Members, subject to the limitations set forth below, as tenants in common, each Member's share of the assets to be determined in accordance with his voting rights.

B. The Corporation may be dissolved upon a resolution to that effect being approved by three-fourths (3/4) of the members of the Board of Governors; three-fourths (3/4) of the Members; and the issuance thereafter of a decree of dissolution by a Circuit Judge as provided for in Section 617.05, Florida Statutes, as amended.

ARTICLE XV

GENDER

Wherever the male pronoun is used herein, it shall be understood to be the female pronoun if the context or sex of the party referred to so requires.

ARTICLE XVI

DECLARATION

In the event of any conflict between the provisions of these Articles and the provisions of the Declaration, the provisions of the Declaration shall prevail.

ARTICLE XVII

DESIGNATION OF REGISTERED AGENT

Edwin C. Hauck is hereby designated as the Corporation's Registered Agent for service of process within the State of Florida, at 1625 Hendry Street, Suite 201, Fort Myers, Florida 33901.

IN WITNESS WHEREOF, the undersigned subscribers have executed these Articles of Incorporation this 29th day of January, 1988.

s/ Gregory S. Sollitto

s/ Edwin C. Hauck

s/ Jerry H. Schmoyer

STATE OF FLORIDA)
)
COUNTY OF LEE)

The foregoing Articles of Incorporation were acknowledged before me this 29th day of January, 1988 by Gregory S. Sollitto, Edwin C. Hauck and Jerry H. Schmoyer.

Sealed and Notarized.

CONSENT OF REGISTERED AGENT

Edwin C. Hauck, of 1625 Hendry Street, Suite 201, Fort Myers, Florida 33901 hereby consents to his designation as Registered Agent in the foregoing Articles of Incorporation.

WESTINGHOUSE GATEWAY
COMMUNITIES, INC., a Florida
Corporation

By: s/ Gregory S. Sollitto
Executive Vice President

Attest: s/ Jerry H. Schmoyer
Assistant Secretary

EXHIBIT E

BY-LAWS
OF
GATEWAY GREENS COMMUNITY ASSOCIATION, INC.

ARTICLE I

DEFINITIONS

Section 1. All terms which are defined in the Declaration and General Protective Covenants for Gateway Greens Community shall be used herein with the same meanings as defined in said Declaration.

Section 2. Corporation as used herein shall mean Gateway Greens Community Association, Inc., a Florida not for profit.

ARTICLE II

LOCATION OF PRINCIPAL OFFICE

The principal office of the Corporation shall be located at 1625 Hendry Street, Suite 201, Fort Myers, Florida 33901, or at other such place as may be established by resolution of the Board of Governors of the Corporation.

ARTICLE III

VOTING RIGHTS, ASSESSMENTS AND REPRESENTATIVES

Section 1. Every Owner, the Golf Course Owner and the Declarant shall be a Member of the Corporation, provided that any such person or entity who holds an ownership interest only as security for the performance of an obligation shall not be a Member. Membership shall be appurtenant to, and may not be separated from, ownership of a Plot.

Section 2. Assessments and installments thereof not paid when due shall bear interest from the date when due until paid at the rate set forth in the Declaration, and shall result in the suspension of voting privileges during any period of such nonpayment.

Section 3. Owners who shall have a Representative pursuant to the provisions of Article 5.2 of the Declaration shall be represented at all meetings of the Corporation by the Representative. The Representative shall speak, vote and generally act on behalf of the Members he represents, as directed by such Members.

No Members shall have the right to speak at any meeting of the Board except if specifically requested by the Board.

ARTICLE IV

BOARD OF GOVERNORS

Section 1. A majority of the Board shall constitute a quorum to transact business at any meeting of the Board, and the action of the majority present at which a quorum is present shall constitute an action of the Board.

Section 2. Any vacancy occurring on the Board because of death, resignation or other termination of services of any Governor, shall be filled by the Board; except that the Declarant, to the exclusion of other Members and/or the Board itself, shall fill any vacancy created by the death, resignation, removal or other termination of services of any Governor appointed by the Declarant. A Governor appointed to fill a vacancy shall be appointed for the unexpired term of his predecessor in office and shall serve until his successor shall have been elected and/or appointed and qualified.

ARTICLE V

ELECTION OF GOVERNORS; NOMINATING COMMITTEE; ELECTION COMMITTEE

Section 1. Election to the Board shall be by written ballot as hereinafter provided. At such election, the Representatives, or the Member, if the Governing Documents permits a Member to vote directly (such a Member shall be herein referred to as a "Voting Member"), may cast as many votes as they are entitled to exercise under the provisions of the Governing Documents for each vacancy in the Board. The persons receiving the largest number of votes shall be elected. Nothing contained herein shall be in derogation of Declarant's right to appoint Governors as set forth in the Articles.

Section 2. Nominations for election to the Board shall be made by a Nominating Committee.

Section 3. The Nominating Committee shall consist of a Chairperson, who shall be a member of the Board, and two (2) or more Members of the Corporation or of the Board. The Nominating Committee shall be appointed by the Board prior to each annual meeting to serve from the close of each annual meeting until the close of the next annual meeting and such appointment shall be announced at each annual meeting.

Section 4. The Nominating Committee shall make as many nominations for election to the Board as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Nominations shall be placed on a written

ballot as provided in Section 5 and shall be made in advance of the time fixed in Section 5 for the mailing of such ballots to Members.

Section 5. All elections to the Board shall be made by written ballot which shall:

- (a) describe the vacancies to be filled;
- (b) set forth the names of nominated by the Nominating Committee for such vacancies; and
- (c) contain space for a write-in vote by the Representative or Voting Members.

Such ballots shall be prepared and mailed by the Secretary (together with a return envelope) to the Representative or Voting Members at least twenty-one (21) days in advance of the date set forth therein for the annual meeting or special meeting called for elections.

Section 6. The completed ballots may be returned by mail to the Secretary or filed with the Secretary at the annual or special meeting. Only those ballots received by the Secretary on or before the date of the meeting shall be counted.

Section 7. An Election Committee, which shall consist of the members of the Nominating Committee, shall count the votes and shall establish such procedures as may be reasonable and appropriate to insure that only those Members who have the right to vote are able to cast votes and that the vote of any Member or his proxy shall not be disclosed to anyone. Immediately after the announcement of the results, unless a recount is demanded by the Members, the ballots shall be destroyed.

ARTICLE VI

POWERS AND DUTIES OF THE BOARD

Section 1. The Board shall have power:

- (a) To call special meeting of the Members whenever it deems necessary and it shall call a meeting at any time upon written request of one-fourth (1/4) of the voting membership, as provided in Article X, Section 2 hereof;
- (b) To appoint and remove at pleasure all Officers, agents and employees of the Corporation, prescribe their duties, fix their compensation, and require of them such security or fidelity bond as it deems expedient. Nothing contained in these By-Laws shall be construed to prohibit the employment of any Member, Officer or Governor of the Corporation in any capacity whatsoever;

- (c) To establish, levy and assess, and collect Operating Assessments;
- (d) To adopt and publish Rules and Regulations governing the use of the Corporation Common Area and facilities and the personal conduct of the Members and their guests thereon;
- (e) To exercise for the Corporation all powers, duties and authority vested in or delegated to the Corporation, except those reserved to the Members in the Declaration;
- (f) In the event that any member of the Board of the Corporation not appointed by the Declarant shall be absent from three (3) consecutive regular meetings of the Board, the Board may by action taken at the meeting during which said third absence occurs, declare the seat of the absent Governor to be vacant.

Section 2. It shall be the duty of the Board:

- (a) To cause to be kept minutes of all its acts and corporate affairs.
- (b) To supervise all Officers, agents and employees of the Corporation.

ARTICLE VII

GOVERNORS' MEETINGS

Section 1. A regular meeting of the Board shall be held at least once each calendar quarter. A regular meeting of the Board shall also be held immediately following the regular annual meeting of the Members.

Section 2. If the day for the regular meeting shall fall upon a holiday, the meeting shall be held at the same hour on the first day following which is not a holiday, and no notice thereof need be given.

Section 3. Special meetings of the Board shall be held when called by the President of the Corporation or by any two Governors after not less than three (3) days' notice to each Governor except in cases of emergencies.

Section 4. The transaction of any business at any meeting of the Board, however called and noticed, or whenever held, shall be valid as though made at a meeting duly held after regular call and notice if a quorum is present, and if either before or after the meeting, each of the Governors not present signs a written waiver of notice, or a consent to the holding of such a meeting, or an approval of the minutes thereof.

Section 5. Members of the Board may participate in a meeting of the Board by means of a conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other at the

same time. Participating by such means shall constitute presence in person at a meeting.

ARTICLE VIII

OFFICERS

Section 1. The Officers of the Corporation shall be a President, a Vice President, a Secretary and a Treasurer and such other Officers as may be deemed necessary or appropriate by the Board. The President shall be a member of the Board.

Section 2. The Officers shall be chosen by a majority vote of the Governors.

Section 3. All Officers shall hold office at the pleasure of the Board.

Section 4. The President shall preside at all meetings of the Board, shall see that orders and resolutions of the Board are carried out and sign all notes, checks, leases, mortgages, deed and all other written instruments. The President shall not be the Secretary.

Section 5. The Vice President shall perform all the duties of the President in his absence.

Section 6. The Secretary of the Corporation shall be ex officio the Secretary of the Board, shall record the votes and keep minutes of all proceedings in a minute book to be kept for the purpose. He shall sign certificates of membership, if any. He shall keep the records of the Corporation. He shall record in a book kept for that purpose the names of all Members of the Corporation together with their addresses as registered by such Members (see Article X, Section 3 hereof).

Section 7. The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Corporation and shall disburse such funds as directed by resolution of the Board, provided however, that a resolution of the Board shall not be necessary for disbursements made in the ordinary course of business conducted within the limits of a budget adopted by the Board. The Treasurer shall sign all checks and notes of the Corporation, provided that such checks and notes shall also be signed by the President or a Vice President. The Treasurer shall keep proper books of account and cause an annual audit of the Corporation's books to be made by certified public accountant at the completion of each fiscal year and shall provide Declarant with a copy thereof within thirty (30) days of its preparation. He shall prepare an annual budget and an annual budget balance sheet statement and the budget and the balance sheet statement shall be presented to the membership at its regular annual meeting.

ARTICLE IX

COMMITTEES

Section 1. The Corporation may have the following Committees amongst others:

- (a) Recreation Committee;
- (b) Maintenance Committee; and
- (c) Finance and Audit Committee.

Unless otherwise provided herein, each committee shall consist of a Chairperson and two or more persons and shall include a member of the Board for Board contact. Committee members may be appointed by the Board to serve until the close of the next annual meeting. The Board may create, from time to time, such other committees as it deems desirable.

Section 2. The Recreation Committee, if created by the Board, shall inform the Members of all activities and functions of the Corporation, and advise the Board on all matters pertaining to the recreational program and activities of the Corporation, and shall perform other functions as the Board, in its discretion, determines.

Section 3. The Maintenance Committee, if created by the Board, shall advise the Board on all matters pertaining to the maintenance, repair or improvement of Corporation Common Area and facilities of the Corporation, and shall perform other such functions as the Board, in its discretion, determines.

Section 4. The Finance and Audit Committee, if created by the Board, shall supervise the annual audit of the Corporation's books and approve the annual budget and balance sheet statement to be presented to the membership at its regular annual meeting. The Treasurer shall be an ex officio member of the committee.

Section 5. It shall be the duty of each committee, if created, to receive complaints from Members on any matter involving the Corporation functions, duties, and activities within its field of responsibility. It shall dispose of such complaints as it deems appropriate or refer them to such other committee, Governor or Officer of the Corporation as is further concerned with the matter presented.

ARTICLE X

MEETINGS OF MEMBERS

Section 1. The annual meeting of the Members shall be held on the date and at the place and time as determined by the Board of Directors from time to time, provided that there shall be an annual meeting every calendar year and no later than 13 months after the last annual meeting. The purpose of the meeting shall be to elect directors and to transact any other business authorized to be transacted by the members.

Section 2. Special meeting of the Members for any purpose may be called at any time by a majority or more of the members of the Board, or upon written request of the Members who have right to vote one-fourth (1/4) of all of the votes of the entire membership.

Section 3. Notice of any meeting shall be given to the Voting Members, Declarant, the Golf Course Owner and the Representatives by the Secretary. Notice may be given either personally, or by sending a copy of the notice through the mail, postage prepaid, to the address of the Voting Member, Declarant, the Golf Course Owner or the Representative appearing on the books of the Corporation. Each Representative and Voting Member shall register his address with the Secretary, and notices of meetings shall be mailed by him to such address. Failure to so register shall release the Secretary from the requirement of sending notice of meeting to such person. Notice of any meeting, regular or special, shall be delivered or mailed at least seven (7) days in advance of the meeting and shall set forth in general the nature of the business to be transacted, provided, however, that if the nature of the meeting shall involve an election governed by Article V, or any action governed by the Articles or by the Declaration, notice of such meeting shall be given or sent as therein provided.

Section 4. The presence at Members meetings of Representatives or Voting Members entitled to cast one-third (1/3) of the votes of the entire Membership shall constitute a quorum for any action governed by these By-Laws. Any actions governed by the Articles or by the Declaration, shall require a quorum as therein provided.

ARTICLE XI

PROXIES AND VOTING

Section 1. At all meetings of Members, each representative or Voting Member may vote in person or by proxy.

Section 2. All proxies shall be in writing and filed with the Secretary. No proxy shall extend beyond a period of eleven (11) months.

Section 3. A Representative or Voting Member shall not be entitled to appoint more than one (1) proxy to attend a meeting on the same occasion and an instrument of proxy shall be valid only for the occasions for which it is given and may be in the following form or any other form which the Governors shall approve:

I, _____, being a Representative or Voting Member in good standing of Gateway Greens Community Association, Inc., hereby appoint _____ as my proxy to vote for me and on my behalf at the _____ to be held on the _____ day of _____, 19____ and any adjournment thereof.

(Signature of Representative or Voting Member)

Section 4. When a Plot is owned by more than one (1) Voting Member then the vote for such Plot shall be exercised as they among themselves determine but in no event shall more than one (1) vote be cast with respect to any such Plot.

ARTICLE XII

BOOKS AND PAPERS

The books, records and papers of the Corporation shall at all times, during reasonable business hours, be subject to inspection by any Member.

ARTICLE XIII

CORPORATE SEAL

The Corporation shall have a seal in circular form having within its circumference the words:

GATEWAY GREENS COMMUNITY ASSOCIATION, INC.

ARTICLE XIV

ACCOUNTING RECORDS; FISCAL MANAGEMENT

Section 1. The Corporation shall use the accrual method of accounting, all records of which shall be open to inspection by Declarant, Voting Members or Representatives, or their respective authorized representatives at reasonable times. Such authorization of a representative of a Member must be in writing and signed by the person giving the authorization and dated within sixty (60) days of the date of the inspection.

Section 2. The Board shall adopt a Budget (as provided for in the Declaration) of the anticipated Operating Expenses of the Corporation for each forthcoming fiscal year at a regular or special meeting of the Board ("Budget Meeting") called for that purpose to be held no later than November 15th of the year to which the Budget applies, within thirty (30) days after adoption of the Budget, a copy thereof shall be furnished to Declarant and to each Representative, Voting Member and the Golf Course Owner. The copy of the Budget shall be deemed furnished and the notice of the Individual Plot Assessment shall be deemed given upon the delivery or upon its being mailed as aforesaid. The failure of the Board to adopt a Budget in a timely fashion shall not abrogate or alter the obligation to pay Operating Expenses.

Section 3. In administering the finances of the Corporation, the following procedures shall govern: (i) the fiscal year shall be the calendar year; (ii) assessments shall be made monthly, quarterly, semi-annually, or annually, as determined by the Board.

Section 4. The Individual Plot Assessment shall be payable as provided for in the Declaration.

Section 5. No Board shall be required to anticipate revenue from Assessments or expend funds to pay for Operating Expenses not budgeted or which shall exceed budgeted items, and no Board is required to engage in deficit spending. Should there exist any deficiency which results from there being greater Operating Expenses than monies from Assessments, then such deficits shall be the subject of an adjustment to the applicable Assessment (e.g., Individual Plot Assessment or Special Assessment).

Section 6. The depository of the Corporation shall be such bank(s) or savings and loan association(s) as shall be designated from time to time by the Board in which the monies of the Corporation shall be deposited. Withdrawal of monies from such account(s) shall be only by checks signed by two (2) persons as set forth in Article VIII. All such funds shall be insured by an agency of the United States Government.

Section 7. A report of the accounts of the Corporation shall be made annually as set forth in Article VIII, Section 7, and a copy of the report shall be furnished to Declarant and each Representative, Voting Member and the Golf Course Owner, no later than ninety (90) days following the fiscal year for which the report is made.

Section 8. All notices and mailings to the Representatives or Voting Members required under these By-Laws shall be deemed to be furnished to the above-named parties upon its delivery or mailing to the above-named parties shown on the records of the Corporation at their last known addresses as shown on the records of the Corporation.

ARTICLE XV

AMENDMENTS

Section 1. These By-Laws may be amended, at any regular or special meeting of the Board at which there is a quorum, by a vote of the majority of the Governors, provided that those provisions of the By-Laws which are governed by the Articles may not be amended except as provided in the Articles or applicable law; and provided further that any matter stated herein to be or which is in fact governed by the Declaration may not be amended except as provided in such Declaration.

Section 2. Any instrument amending, modifying, repealing or adding By-Laws shall identify the particular Section or Sections affected and give the exact language of such modification, amendment or addition or of the provisions repealed. A copy of such amendment, modification, repeal or addition certified to by the secretary or Assistant Secretary of the Corporation shall be recorded amongst the Public Records of Lee County, Florida no sooner than five (5) business days after a copy of same has been delivered to the Declarant.

Section 3. In the case of any conflict between the Articles and these By-Laws, the Articles shall control; and in the case of any conflict between the Declaration and these By-Laws, the Declaration shall control; and in the event of any conflict between the Articles and the Declaration, the Declaration shall control.

Section 4. No amendment to these By-Laws shall be effective which prejudices or otherwise detrimentally affects any of the Declarant's rights or privileges without Declarant's prior written consent.

ARTICLE XVI

GENDER

Whenever the male pronoun is used herein, it shall be understood to be the female pronoun if the context or sex of the party referred to so requires.

IN WITNESS WHEREOF, we, being all of the Governors of Gateway Greens Community Association, Inc. have hereunto set our hands this 27th day of January, 1988.

S/ Edwin C. Hauck

S/ John J. LaCroix,

S/ Douglas J. Widmer

S/ Jerry H. Schmoyer

S/ Gregory S. Sollitto

Exhibit F

INCORPORATED AMENDMENTS AND SUPPLEMENTS

(In chronological order)

Amendment to the Declaration and General Protective Covenants for Gateway Greens Community, as recorded at O.R. Book 2056, Page 1843, of Public Records of Lee County, Florida. Instrument number 2617060 dated March 16, 1989. 3 pages.

First Supplement to the Declaration and General Protective Covenants for Gateway Greens Community, as recorded at O.R. Book 2072, Page 4546, of Public Records of Lee County, Florida. Instrument number 2657620 dated May 1, 1989. 2 pages.

Second Amendment to the Declaration and General Protective Covenants for Gateway Greens Community, as recorded at O.R. Book 2072, Page 4548, of Public Records of Lee County, Florida. Instrument number 2657621 dated May 26, 1989. 1 page.

Second Supplement to the Declaration and General Protective Covenants for Gateway Greens Community, as recorded at O.R. Book 2096, Page 2824, of Public Records of Lee County, Florida. Instrument number 2715913 dated September 15, 1989. 1 page.

Third Amendment to the Declaration and General Protective Covenants for Gateway Greens Community, as recorded at O.R. Book 2096, Page 2825, of Public Records of Lee County, Florida. Instrument number 2715914 dated September 16, 1989. 2 pages.

Fourth Amendment to the Declaration and General Protective Covenants for Gateway Greens Community, as recorded at O.R. Book 2135, Page 3442, of Public Records of Lee County, Florida. Instrument number 2812827 dated March 12, 1990. 3 pages.

Third Supplement to the Declaration and General Protective Covenants for Gateway Greens Community, as recorded at O.R. Book 2147, Page 3786, of Public Records of Lee County, Florida. Instrument number 2841421 dated May 8, 1990. 3 pages.

Fifth Amendment to the Declaration and General Protective Covenants for Gateway Greens Community, as recorded at O.R. Book 2189, Page 2093, of Public Records of Lee County, Florida. Instrument number 2944161 dated November 28, 1990. 2 pages.

- Fourth Supplement to the Declaration and General Protective Covenants for Gateway Greens Community, as recorded at O.R. Book 2189, Page 2091, of Public Records of Lee County, Florida. Instrument number 2944160 dated November 30, 1990. 2 pages.
- Fifth Supplement to the Declaration and General Protective Covenants for Gateway Greens Community, as recorded at O.R. Book 2198, Page 2057, of Public Records of Lee County, Florida. Instrument number 2966016 dated January 18, 1991. 2 pages.
- Sixth Amendment to the Declaration and General Protective Covenants for Gateway Greens Community, as recorded at O.R. Book 2300, Page 4530, of Public Records of Lee County, Florida. Instrument number 3205626 dated May 20, 1992. 2 pages.
- Sixth Supplement to the Declaration and General Protective Covenants for Gateway Greens Community, as recorded at O.R. Book 2300, Page 4532, of Public Records of Lee County, Florida. Instrument number 3205627 dated May 20, 1992. 2 pages.
- Seventh Supplement to the Declaration and General Protective Covenants for Gateway Greens Community, as recorded at O.R. Book 2361, Page 3135, of Public Records of Lee County, Florida. Instrument number 3338903 dated February 15, 1993. 4 pages.
- Eighth Supplement to the Declaration and General Protective Covenants for Gateway Greens Community, as recorded at O.R. Book 2417, Page 2227, of Public Records of Lee County, Florida. Instrument number 3442840 dated August 23, 1993. 1 page.
- Seventh Amendment to the Declaration and General Protective Covenants for Gateway Greens Community, as recorded at O.R. Book 2417, Page 2228, of Public Records of Lee County, Florida. Instrument number 3442841 dated August 23, 1993. 2 pages.
- Ninth Supplement to the Declaration and General Protective Covenants for Gateway Greens Community, as recorded at O.R. Book 2427, Page 2782, of Public Records of Lee County, Florida. Instrument number 3461169 dated September 27, 1993. 1 page.
- Tenth Supplement to the Declaration and General Protective Covenants for Gateway Greens Community, as recorded at O.R. Book 2461, Page 3427, of Public Records of Lee County, Florida. Instrument number 3520246 dated January 11, 1994. 6 pages.

Eighth Amendment to the Declaration and General Protective Covenants for Gateway Greens Community, as recorded at O.R. Book 2532, Page 2974, of Public Records of Lee County, Florida. Instrument number 3650120 dated September 2, 1994. 2 pages.

Eleventh Supplement to the Declaration and General Protective Covenants for Gateway Greens Community, as recorded at O.R. Book 2532, Page 2976, of Public Records of Lee County, Florida. Instrument number 3650121 dated September 2, 1994. 1 page.

Twelfth Supplement to the Declaration and General Protective Covenants for Gateway Greens Community, as recorded at O.R. Book 2563, Page 0719, of Public Records of Lee County, Florida. Instrument number 3705439 dated December 28, 1994. 2 pages.

Ninth Amendment to the Declaration and General Protective Covenants for Gateway Greens Community, as recorded at O.R. Book 2742, Page 3202, of Public Records of Lee County, Florida. Instrument number 4027723 dated September 10, 1996. 2 pages.

Tenth Amendment to the Declaration and General Protective Covenants for Gateway Greens Community, as recorded at O.R. Book 2742, Page 3204, of Public Records of Lee County, Florida. Instrument number 4027724 dated September 10, 1996. 2 pages.

Thirteenth Supplement to the Declaration and General Protective Covenants for Gateway Greens Community, as recorded at O.R. Book 2742, Page 3206, of Public Records of Lee County, Florida. Instrument number 4027725 dated September 10, 1996. 2 pages.

Fourteenth Supplement to the Declaration and General Protective Covenants for Gateway Greens Community, as recorded at O.R. Book 2742, Page 3208, of Public Records of Lee County, Florida. Instrument number 4027726 dated September 10, 1996. 2 pages.

Eleventh Amendment to the Declaration and General Protective Covenants for Gateway Greens Community, as recorded at O.R. Book 2946, Page 3358, of Public Records of Lee County, Florida. Instrument number 4369052 dated April 15, 1998. 2 pages.

Twelfth Amendment to the Declaration and General Protective Covenants for Gateway Greens Community, as recorded at O.R. Book 3187, Page 1413, of Public Records of Lee County, Florida. Instrument number 4751640 dated November 10, 1999. 2 pages.

Fifteenth Supplement to the Declaration and General Protective Covenants for Gateway Greens Community, as recorded at O.R. Book 3187, Page 1415, of Public Records of Lee County, Florida. Instrument number 4751641 dated November 10, 1999. 2 pages.

Ninth Amendment to the Declaration and General Protective Covenants for Gateway Greens Community, as recorded at O.R. Book 3229, Page 0394, of Public Records of Lee County, Florida. Instrument number 4828960 dated March 9, 2000. 6 pages.

Thirteenth Amendment to the Declaration and General Protective Covenants for Gateway Greens Community, as recorded at O.R. Book 3275, Page 0966, of Public Records of Lee County, Florida. Instrument number 4912153 dated July 5, 2000. 63 pages.

Sixteenth Supplement to the Declaration and General Protective Covenants for Gateway Greens Community, as recorded at O.R. Book 3427, Page 2891, of Public Records of Lee County, Florida. Instrument number 5155008 dated June 7, 2001. 6 pages.

Seventeenth Supplement to the Declaration and General Protective Covenants for Gateway Greens Community, as recorded at O.R. Book 3505, Page 1040, of Public Records of Lee County, Florida. Instrument number 5263350 dated October 18, 2001. 5 pages.

Fourteenth Amendment to the Declaration and General Protective Covenants for Gateway Greens Community, as recorded at O.R. Book 3513, Page 4344, of Public Records of Lee County, Florida. Instrument number 5264967 dated November 2, 2001. 3 pages.

Eighteenth Supplement to the Declaration and General Protective Covenants for Gateway Greens Community, as recorded at O.R. Book 3544, Page 1212, of Public Records of Lee County, Florida. Instrument number 5313308 dated December 20, 2001. 3 pages.

Nineteen Supplement to the Declaration and General Protective Covenants for Gateway Greens Community, as recorded at O.R. Book 3544, Page 1217, of Public Records of Lee County, Florida. Instrument number 5313310 dated December 20, 2001. 2 pages.

Corrective Nineteenth Supplement to the Declaration and General Protective Covenants for Gateway Greens Community, as recorded at O.R. Book 3556, Page 1521, of Public Records of Lee County, Florida. Instrument number 5326233 dated January 10, 2002. 9 pages.

- Fifteenth Amendment to the Declaration and General Protective Covenants for Gateway Greens Community, as recorded at O.R. Book 3691, Page 2736, of Public Records of Lee County, Florida. Instrument number 5513760 dated July 24, 2002. 3 pages.
- Twentieth Supplement to the Declaration and General Protective Covenants for Gateway Greens Community, as recorded at O.R. Book 4304, Page 691 - 693, of Public Records of Lee County, Florida. Instrument number 6281668 dated March 20, 2004. 3 pages.
- Twenty First Supplement to the Declaration and General Protective Covenants for Gateway Greens Community, as recorded at O.R. Book 4791, Page 2509 - 2512, of Public Records of Lee County, Florida. Instrument number 6886423 dated July 11, 2005. 4 pages.
- Sixteenth Amendment to the Declaration and General Protective Covenants for Gateway Greens Community, recorded by Lee County Clerk of Circuit Court as Instrument number 2006000129179 dated March 29, 2006. 3 pages.
- Twenty Second Supplement to the Declaration and General Protective Covenants for Gateway Greens Community, recorded by Lee County Clerk of Circuit Court as Instrument number 2006000129179 dated March 29, 2006. 6 pages.
- Twenty-Third Supplement to the Declaration and General Protective Covenants for Gateway Greens Community, recorded by Lee County Clerk of Circuit Court as Instrument number 20150000004185 dated January 8, 2015. 7 pages.
- Paragraph 3.2 (Plans, Specifications and Locations of Structures) of the Declaration and General Protective Covenants for Gateway Greens Community was amended at the Annual Membership Meeting on May 31, 2018, in accord with the requirements established in Section 10.6(b)(2).