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OFF REC 1778 PG 3409

DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS
FOR
WOODLAKE at BONITA BAY

THIS DECLARATION is made this 3rd day of April, 1985 by BONITA BAY PROPERTIES, INC., hereinafter called "DECLARANT."

W I T N E S S E T H:

WHEREAS, DECLARANT is the record owner of the real property hereinafter described and referred to as the Neighborhood, and has imposed on the Neighborhood and other properties in BONITA BAY UNIT ONE, the DECLARATION OF GENERAL PROTECTIVE COVENANTS AND RESTRICTIONS FOR BONITA BAY, (hereinafter the "COMMUNITY DECLARATION"), which are recorded in Official Records Book 1778, at Pages 3516 through 3549, inclusive, of the Public Records of Lee County, Florida; and

WHEREAS, said COMMUNITY DECLARATION provides that DECLARANT may supplement the COMMUNITY DECLARATION for any Neighborhood (as Neighborhood is therein defined); and

WHEREAS, DECLARANT has determined that in order to create a quality development within the Neighborhood known as WOODLAKE at BONITA BAY, supplemental restrictions and covenants should be imposed on the Neighborhood for the preservation of the property values of the OWNERS therein.

NOW, THEREFORE, DECLARANT declares that the Neighborhood as described in Article I of this Declaration shall be held, transferred, sold, conveyed and occupied subject to the COMMUNITY DECLARATION and the supplemental restrictions, covenants, servitudes, impositions, easements, charges and liens hereinafter set forth.

ARTICLE I
DEFINITIONS

Unless a term is redefined herein, the definitions contained in the COMMUNITY DECLARATION shall apply to the terms used herein.

1. "Neighborhood" shall mean and refer to the real property, or any portion thereof, described as: All of Blocks A, B and C and All of Tracts G, H, J, K, L, and M in BONITA BAY UNIT ONE, as recorded in Plat Book 36, Pages 101 through 112, inclusive, of the Public Records of Lee County, Florida.

2. "Tract" shall mean and refer to the real property, or any portion thereof, described as Tracts G, H, J, K, L, and M in the Neighborhood.

3. "Lot" shall mean and refer to those one hundred and thirteen (113) platted lots in Blocks A, B, and C in the Neighborhood. The term "Lot", as used herein, shall be synonymous with the term "Plot" as used in the COMMUNITY DECLARATION.

ARTICLE II
USE RESTRICTIONS

1. Lots shall only be used for detached single-family dwelling units. One Lot shall be the minimum building area upon which a single-family dwelling unit may be constructed.

2. So long as DECLARANT owns property in BONITA BAY for development, DECLARANT may permit one or more Lots to be used or maintained as a sales office or for model homes, provided that DECLARANT has given written permission therefor. No other commercial activities shall be permitted on any Lot.

THIS INSTRUMENT PREPARED BY:

David L. Cook
P.O. Box 1833
Tallahassee, Florida 32302-1833

3. Tracts K, L and M shall be landscaped buffer areas. No motor or power driven vehicle or cycle may be operated over or across such Tracts except for purposes of maintaining such Tracts. OWNERS of Plots in the COMMUNITY may use any walkways and bicycle paths that may be constructed on such Tracts by DECLARANT or the COMMUNITY.

4. OWNERS of Lots in the Neighborhood and their tenants and invited guests may use Tract J and the water body portion of Tracts G and H for limited recreational purposes, provided that such use does not interfere with the use of such Tracts for water management purposes. The COMMUNITY may impose reasonable restrictions upon the use of such Tracts for recreational purposes. No boats or other water craft powered by gasoline or diesel fuel shall be permitted on Tracts G or H. All boats or other water craft must be less than eighteen (18) feet in length. Neither the DECLARANT nor the COMMUNITY assume any responsibility for injury or damages resulting from the use of such Tracts for recreational purposes and each OWNER who uses or whose tenants or guests use such Tracts for recreational purposes agrees to hold the DECLARANT and COMMUNITY harmless and indemnify them from any liability resulting from such use.

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ARTICLE III
BUILDING AND SITE RESTRICTIONS

1. Minimum Setbacks.

A. No dwelling unit or building shall be erected within the following minimum setback lines:

i. FRONT Lot line- Lots 1, 13, 14, 15, 27, 28, 29 and 30, Block A; Lots 7, 8, 34, 35, 36 and 37, Block B; and Lots 7, 8, 9 and 10, Block C - Twenty-five (25) feet. All other Lots - Thirty-five (35) feet.
ii. REAR Lot line - Twenty (20) feet.
iii. SIDE Lot line - Fifteen (15) feet.

B. All setbacks shall be measured from the Lot line except when two or more Lots are acquired and used as a single building site by a single OWNER, the side Lot lines shall refer only to the line bordering on the adjoining property.

C. At the time building plans are approved by DECLARANT, variations to the above setbacks may be allowed by DECLARANT for corner and odd-shaped Lots provided that the setbacks for such Lots are as near as possible to the above setback requirements.

D. The DECLARANT may also aliow variances from the above setback requirements for decks, screen enclosures, fences, retaining walls and decorative Improvements.

E. Driveways shall be at least ten (10) feet from the side and rear Lot line unless a shorter distance is approved by DECLARANT.

F. In addition to the above setback requirements, the DECLARANT reserves the right to control and decide the precise location of any dwelling unit or other Improvement upon all Lots for aesthetic, ecological, topographical and energy considerations, as part of the building approval process outlined in Section 8.02 of the COMMUNITY DECLARATION.

2. Minimum Square Footage.

A. All dwelling units in Block A, Lots 1 through 26, shall contain at least 2,500 square feet of total enclosed living area. All other dwelling units shall contain at least 2,000 square feet of enclosed living area.

B. Enclosed living area means the total enclosed floor area within the horizontal dimensions of each level of a dwelling, excluding garages, terraces, decks, and porches.

3. Height. No dwelling unit or structure shall exceed 35 feet in height above finished grade of the Lot unless approved in writing by DECLARANT.

4. Garages. Each dwelling unit must have an enclosed garage for not less than two and not more than four automobiles. No garage entrances may face a street unless approved by the DECLARANT. Garage doors must be equipped with automatic closures.

5. Structures. No structure shall be erected, altered, placed or permitted to remain on any Lot other than one (1) detached single family dwelling and one (1) small one-story accessory building, which may include a detached private garage, provided that the accessory building does not overcrowd the Lot as determined by DECLARANT. The accessory building may not be rented or leased except as part of the entire premises, including the main dwelling unit.

6. Roofs. Roofs shall have a minimum of 5 in 12 slope and shall be constructed of flat or barrel tile, hand sawn or split cedar shakes or shingles, slate or metal, all as defined by common usage in Lee County. In the event that some new, attractive material for roofing surfaces is discovered or invented, the DECLARANT may, in its sole discretion, approve the use of such new materials. Roofs that have less than the above minimum slope may be permitted in special circumstances, provided that such roofs shall not be used as a major structural element.

7. Landscape

A. In order to protect the natural beauty of the vegetation and topography of the property in the Neighborhood, written approval of the DECLARANT is hereby required for the removal or alteration of the natural vegetation characteristics of each Lot.

B. No trees measuring four (4) inches or more in diameter at a point two (2) feet above ground level, nor any species of oak, may be removed without the written approval of the DECLARANT, unless located within five (5) feet of the structure approved for such Lot.

C. Each OWNER'S landscape plans, including any plans for vegetation removal or alteration, will be reviewed as part of the building approval process outlined in Section 8.02 of the COMMUNITY DECLARATION.

8. Burning. Burning trash or garbage shall not be allowed on any Lot.

ARTICLE IV
EASEMENTS

1. An easement over those portions of Lots 5 through 27, Block A, which are contiguous to and within twenty (20) feet of the BONITA BAY golf course is hereby reserved unto the DECLARANT, its successors, assigns, and grantees, for the purpose of maintenance and landscaping. Such maintenance and landscaping may include but not be limited to regular removal of underbrush, trees less than six (6) inches in diameter, stumps, trash or debris, planting of grass, watering, application of fertilizer, and mowing the easement area. The above described maintenance and landscaping rights shall apply to the entire Lot until the OWNER of such Lot has filed with the DECLARANT a landscaping plan for such Lot, or a dwelling unit has been constructed on the Lot. The easement and rights created by this Section shall not place any affirmative obligation on the DECLARANT to maintain or landscape any Lot or portion thereof. The DECLARANT or its assigns shall

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provide the OWNER with a description of the work to be done at least ten (10) days in advance of performing such work.

2. Drainage and utility easements over the side six (6) feet of each Lot and the front and rear ten (10) feet of each Lot is hereby reserved unto the DECLARANT, its successors, assigns, and grantees. Provided, however, the DECLARANT, its successors, assigns, and grantees, in their sole discretion, may vacate such easements over any or all Lots.

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ARTICLE V
GENERAL PROVISIONS

1. Property Units. In accordance with Section 2.03 of the COMMUNITY DECLARATION, the DECLARANT assigns one (1) Property Unit to each Lot for a total of one hundred thirteen (113) Property Units assigned to the Neighborhood. When two or more Lots are acquired and used as a single building site for one dwelling unit for a single OWNER, such OWNER shall have only one (1) Property Unit.

2. Conflict. The provisions of this Declaration shall be supplementary and in addition to the provisions of the COMMUNITY DECLARATION. In the event of any conflict among the provisions of the COMMUNITY DECLARATION and the provisions of this Declaration, the DECLARANT reserves the right and the power to resolve any such conflict, and its decision shall be final.

3. Amendment. So long as the DECLARANT owns land in BONITA BAY for development, the DECLARANT may, in its sole discretion, modify, amend, waive or add to this Declaration or any part thereof. The power of amendment, however, shall be limited to minor modification or enlargement of existing covenants and shall in no way conflict with the general and uniform plan of development originally set forth herein.

4. Declaration Runs with the Land. The covenants, conditions, restrictions and other provisions under this Declaration shall run with the land and bind the property within the Neighborhood and shall inure to the benefit of and be enforceable by the DECLARANT for a term of thirty (30) years from the date this Declaration is recorded, after which time these provisions shall automatically be extended for successive periods of five (5) years. Any time after the initial thirty (30) year period provided for in this Section, these provisions may be terminated or modified in whole or in part by the recordation of a written instrument executed by the then OWNERS of sixty (60) percent of the Lots agreeing to the termination or modification.

6. Enforcement. In addition to the DECLARANT'S and COMMUNITY'S rights under the COMMUNITY DECLARATION, the DECLARANT, the COMMUNITY, and any Lot OWNER or any of them jointly or severally, shall have the right to proceed at law or in equity to prevent the violation or breach and to compel compliance to the terms hereof. The failure to enforce any rights, reservations, restrictions, or conditions contained in this Declaration, however long continued, shall not be deemed a waiver of such right to do so thereafter as to the same breach, or as to a breach occurring prior or subsequent thereto, and shall not bar or affect its enforcement. The invalidation by any court of any portion of this Declaration shall in no way affect or invalidate the remainder of this Declaration.

IN WITNESS WHEREOF, BONITA BAY PROPERTIES, INC., a Florida corporation, does hereby execute this Declaration of Protective Covenants and Restrictions in its name by its undersigned authorized officers and affixes its corporate seal hereto this 3rd day of April, 1985.

BONITA BAY PROPERTIES, INC.

Richard L. Kundsen
Witness

By: Betty A. Armstrong

Shirley M. Thompson
Witness

Attest: Betty A. O'Donnell

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STATE OF FLORIDA
COUNTY OF LEE

The foregoing instrument was acknowledged before me this 3rd day of April, 1985, by GARY A. ARMSTRONG and BETTY A. O'DONNELL, as President and Secretary/ Treasurer respectively of BONITA BAY PROPERTIES, INC., a Florida corporation, on behalf of the corporation.

Shirley M. Thompson
NOTARY PUBLIC
My Commission Expires:

Notary Public, State Of Florida At Large
My Commission Expires May 20, 1987

BBPI - 2/25/85

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JOINDER

MICHIGAN NATIONAL BANK, a national banking association, as Mortgagee of that certain mortgage on the above described property as the same is recorded in OR Book 1662, Pages 3655 through 3688, inclusive, of the Public Records of Lee County, Florida, hereby joins in the execution of this Declaration of Protective Covenants and Restrictions and by said joinder agrees to subject themselves, their successors and assigns to the provisions of this Declaration of Protective Covenants and Restrictions.

MICHIGAN NATIONAL BANK OF DETROIT

Witnesses:

Margaret C. Hendrickson

Judith K. Saltmarsh

Vincent Borowski

By: Vincent Borowski
Its: Vice President

(Corporate Seal)

Attest: R. J. Loree

R. J. Loree
Vice President

STATE OF Michigan
COUNTY OF Wayne

The foregoing instrument was acknowledged before me by Vincent Borowski as Vice President and Richard J. Loree as Vice President of MICHIGAN NATIONAL BANK, a national banking association, this 20 day of March, 1985.

Judith Karen Saltmarsh
NOTARY PUBLIC
My Commission Expires:

JUDITH KAREN SALTMARSH
Notary Public, Wayne County, MI
My Commission Expires April 22, 1986

APR 17 9 29 AM '85
RECORDED IN OFFICIAL RECORDS
LEE COUNTY, FLORIDA
RECORD VERIFIED