

Prepared by:
Harry O. Hendry
Hendry Law Firm, PA
2242 Main Street
Fort Myers, FL 33901

DECLARATION OF COVENANTS AND RESTRICTIONS

KNOW ALL PERSONS BY THESE PRESENTS, That **IDEAL ENTERPRISES OF SOUTHWEST FLORIDA, LLC**, a Florida Limited Liability Company, hereafter referred to as "Developer", being the owner of certain lots in Lee County, Florida, within the Buckingham Park Subdivision, Northeast Section, as recorded in Plat Book 9, Pages 59 through 65 and listed on Exhibit "A" which is attached hereto and incorporated herein by reference, and desiring to improve and development the lots pursuant to a common and unified plan to be known as the **BUCKINGHAM AIRPARK WEST** makes the following Declaration of Covenants and Restrictions for the lots described on Exhibit "A". This Declaration shall constitute a covenant running with the land and shall be binding upon the Developer and upon all persons deraining title through the Developer. These Covenants and Restrictions, during their lifetime, shall be for the benefit of, and a limitation upon all present and future owners of the lots.

1. The lots subject to this Declaration shall be known as the **BUCKINGHAM AIRPARK WEST**.
2. No lot shall be used except for residential purposes. One detached single family dwelling not to exceed two stories in height may be erected on a lot. Each residential dwelling shall have an aircraft hanger as an integral part of its design, said hanger to be constructed at the time of construction of the dwelling.
3. No building shall be erected, constructed, remodeled or altered on any lot until the construction plans and specifications and a site plan showing the location of the structure have been approved by the Board of Directors of the Buckingham Airpark West Homeowners Association Inc. as to quality of workmanship and materials, harmony of external design with existing structures and location with respect to topography and finished grade elevation. The Board of Directors of the Buckingham Airpark West Homeowners Association Inc. may appoint an architectural control committee to act on its behalf for purposes of inspecting and approving plans and specifications as provided in this paragraph. Approval by the Board or the Committee as required in these covenants shall be in writing. In the event the undersigned or its committee fails to approve or disapprove plans within thirty days after submission, approval will be deemed waived and not required as a condition of construction.
4. The living area of the main structure used for dwelling purposes exclusive of open porches, garages and hangers shall not be less than 1,250 square feet, on the first floor level.

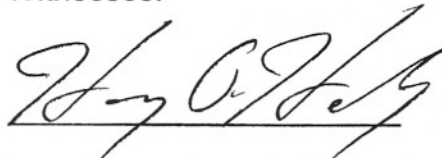
5. No temporary structures, mobile homes or manufactured housing shall be permitted upon any lot.
6. All structures upon any lots shall properly permitted and constructed to all applicable building and construction codes.
7. All existing ditches and swales shall be kept free of debris and maintained by each respective lot owner, No ditch or swale may be altered or filled. All driveway culvert pipes shall be installed according to applicable building codes.
8. Horses, ponies, dogs and cats are permitted provided they are not kept, bred or maintained for commercial purposes, and provided that they are not permitted to roam at large but are kept upon their owner's premises by fence or other enclosure. Pigs, other domestic livestock and exotic species are not permitted.
9. No lots shall be used or maintained as a dumping ground or storage area for rubbish, trash, junk, garbage or other waste. No wrecked, disassembled, non-running or disabled automobiles, trucks, other motor vehicles, construction equipment shall be left or stored upon any lot.
10. Tractors, farm-type equipment, boats, campers, travel trailers, motor homes, trailers and construction machinery of any kind must be stored within a garage, barn or otherwise shielded from public view by an enclosure or screen approved by the Board or Architectural Committee.
11. No nuisance, annoyance, noxious or offensive trade or activity shall be permitted, condoned or carried on upon any lot.
12. Lot owners shall maintain their lot and any structures upon it in a clean and neat manner. Grass and weeds shall be maintained at a maximum of nine inches in height. If the lot owner fails to maintain the lot, the homeowners association may do so and bill the owner. The homeowners association may place a lien on lots for unpaid maintenance bills.
13. The Buckingham Airpark West is an aviation community and aircraft shall have the right of way on all roads, alleys, ramps, driveways and taxiways. The Buckingham Airpark West Homeowners Association, Inc. will maintain the roads and assess the members on an equal per lot basis.
14. There shall be a thirty foot landscaping and construction setback easement measured from the centerline of the road on the front of all lots and no structures, mailboxes, signs, posts, fences or landscaping other than lawn shall be erected or permitted within the setback area.
15. No vehicles will be parked within the set back easement or upon any road right of way.
16. Lot owners have automatic and mandatory membership in the **BUCKINGHAM AIRPARK WEST HOMEOWNERS ASSOCIATION, INC.** Lot owners will comply and abide by the provisions of the bylaws and articles of incorporation of the Buckingham Airpark West Homeowners Association, Inc., including payment of membership dues, fees and assessments imposed by the Association, joining in any present and future agreements with the Lee County Mosquito Control District, including payment of airport usage fees, if any, and providing and maintaining liability insurance to the Lee County Mosquito Control District in such amounts as the District shall require, which amount is presently one million dollars.

17. These covenants and restrictions may be enforced by any lot owner (provided that no lot owner may sue the Association), the Buckingham Airpark West Homeowners Association, and the Developer. In any legal proceeding to interpret, determine or enforce or arising out of these restrictions including arbitration, mediation, or litigation in a court of competent legal jurisdiction, the prevailing party shall be entitled to an award of court costs and reasonable attorneys fees including without limitation appellate attorneys fees. Lot owners agree that by virtue of ownership of a lot, that venue for any legal proceeding is Lee County, Florida.
18. The developer retains the right to amend, or modify this declaration of covenants and restrictions in its sole discretion, without the consent or joinder of any person, in order to effectuate and carry out its intended purposes and plan of development. The developer retains the right to add additional lots into the Buckingham Airpark West and amend this covenant of declarations and restrictions from time to time to so provide. All such added lots will have mandatory membership in the Buckingham Airpark West Homeowners Association, Inc.
19. These covenants and restrictions shall run with the land and shall be binding upon all parties and all persons claiming by, through, or under them for a period of fifty years from the date these covenants are recorded in the public records of Lee County, Florida, after which time they shall be extended automatically for periods of five years, unless an instrument signed by a majority of the then lot owners has been recorded to amend or revoke the covenants in whole or in part.
20. With regard to vacant lots sold by the Developer, the Purchaser shall commence construction of a dwelling within two (2) years of closing. If the Purchaser fails to commence construction within two (2) years, Developer shall have the absolute right to require Purchaser to re-convey the lot to Developer upon tender of the original sales consideration.

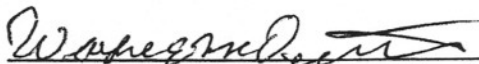
Executed this 28 day of Feb, 2005.

Witnesses:

Ideal Enterprises of Southwest Florida, LLC



HARRY O. HENDRY

By: 
Wayne McDermott, Managing Member



Dena R. Sutor

State of Florida
County of Lee

I hereby certify, that on this day, before me, a Notary Public, personally appeared Wayne McDermott, Managing Member of Ideal Enterprises of Southwest Florida, LLC, a Florida limited liability company, to me well and personally known to be the person who executed the forgoing instrument and he acknowledged before me that he executed the same for the purposes set forth therein.

Witness my hand and official seal this 28 day of Feb, 2005.



Harry O. Hendry
MY COMMISSION # DD092197 EXPIRES
March 20, 2006
BONDED THRU TROY FAIN INSURANCE, INC.

A handwritten signature in black ink, appearing to read "Harry O. Hendry", written over a horizontal line.

Notary Public
Print Name HARRY O. HENDRY
My Commission Expires: _____

Exhibit A

Lot 9, Block 32, BUCKINGHAM PARK, NORTHEAST SECTION, according to the map or plat thereof as recorded in Plat Book 9, Page 59, Public Records of Lee County, Florida.

Parcel Identification Number: 16-44-26-01-00032.0090