

DECLARATION OF RESTRICTIONS AND COVENANTS
FOR LEXINGTON AT LONE OAK UNIT ONE AND
LEXINGTON AT LONE OAK UNIT TWO

THIS DECLARATION made this 16 day of November, 1995, by THE LONE OAK, LTD., a Florida limited partnerships hereinafter called the "Declarant" for itself, its successors, grantees and assigns.

WHEREAS, the Declarant owns all of the real property described in Exhibit "A" attached hereto, which shall be held, sold, and conveyed subject to the following easements, restrictions, covenants and conditions when are for the purpose of protecting the value and desirability of and which shall run with the real property and be binding on all parties having any right, title or interest in the described properties, their heirs, successors and assigns;

WHEREAS, the Declarant has imposed on the property and other properties in Walden Oaks the DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR WALDEN OAKS OF NAPLES, hereinafter the WALDEN OAKS DECLARATION, which is recorded in Official Records Book 1331, Pages 831 through 863, inclusive, of the Public Records of Collier County, Florida; and

WHEREAS, said WALDEN OAKS DECLARATION provides that The Lone Oak, Ltd., may supplement the WALDEN OAKS DECLARATION; and

WHEREAS, the Declarant desires to provide for the preservation of such values and amenities of LEXINGTON AT LONE OAK--UNIT ONE and LEXINGTON AT LONE OAK--UNIT TWO as are hereby, or as may be hereafter established; and

WHEREAS, the Declarant has caused a Corporation to be formed, to which there will be delegated and assigned certain powers and duties of ownership, operations administration, maintenance and repair of portions of property; the enforcement of the covenants and restrictions contained herein; and the collection and disbursement of certain operating expenses.

NOW, THEREFORE, in consideration of the premises and covenants herein contained, the Declarant hereby declares for itself and all Owners that any and all portions of the Lots shall be owned, held, used, transferred, sold, conveyed, demised and occupied subject to the covenants, restrictions, easements, reservations, regulations, burdens and liens hereinafter set forth.

Prepared by: The Lone Oak, Ltd.
Return to: 6730 Lone Oak Blvd.
Naples Fl. 33942

Each Lot Owner as hereinafter defined, by the act of becoming such, has taken to have acknowledged and agreed:

- (a) that the property herein described shall be subject to this Declaration and
- (b) that nothing in this Declaration or in any recorded or unrecorded plat, map picture, drawing, brochure, or other representation of a scheme of development shall be construed as requiring the Declarant to commit any additional lands to this Declaration.

1. DEFINITIONS

- 1.1 "Association" shall mean and refer to Lexington at Lone Oak Homeowners Association, Inc., its successors and assigns.
- 1.2 "Developer" or "Declarant" shall mean and refer to The Lone Oak, Ltd., a Florida limited partnership, its successors and assigns.
- 1.3 "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any lot described in Exhibit "A", including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.
- 1.4 "Lot" shall mean and refer to the lots as designated and shown on the map of the property attached hereto as Exhibit "B".
- 1.5 "Articles of Incorporation" shall mean and refer to the Articles of Incorporation of Lexington at Lone Oak Homeowners Association, Inc., as attached hereto as Exhibit "C" and incorporated herein by reference.
- 1.6 "Bylaws" shall mean and refer to the Bylaws of Lexington at Lone Oak Homeowners Association, Inc., as attached hereto as Exhibit "D" and incorporated herein by reference.

2. LAND USE CLASSIFICATION; GENERAL RESTRICTIONS AND RESERVATIONS

Developer does hereby declare that the following provisions shall be applicable to all property, which shall be transferred, demised sold, conveyed and occupied subject to the terms of this Declaration and as follows:

- 2.1 Residential Property: Residential Property is that portion of the property upon which Dwelling Units may be constructed and shall be for "residential use" only. Except for facilities related to construction, development, sales and rental activities permitted on residential property as hereinafter set forth, "residential use"

shall include only dwelling units and improvements associated with residential purposes such as (but not limited to) cul-de-sacs, driveways, guest parking spaces, lawn areas and other amenities which are related to dwelling units. No commercial or business occupations may be conducted on residential property except for the construction, development and sale or rental of residential property or portions thereof (including, but not limited to dwelling units constructed thereon), and unit or site maintenance, and other such services.

2.2 Association Property. All association property shall be owned and held by the association, its successors and assigns in accordance with and subject to the terms and provisions of this Declaration and all Supplemental Amendments and Declarations. The costs of administering, operating, maintaining, replacing and reconstructing association property and any improvements thereon shall be a part of the operating expenses.

2.3 Use of Property Not Otherwise Restricted. Except as may be limited in this Declaration, Developer shall have the right to make such lawful uses of the property as Developer shall, from time to time, determine.

2.4 Developer's Right of Use. Notwithstanding anything to the contrary contained in this Declaration, and in recognition of the fact that Developer will have a continuing and substantial interest in the development and administration of LEXINGTON AT LONE OAK UNIT ONE AND LEXINGTON AT LONE OAK UNIT TWO, Developer hereby reserves for itself and its successors and assigns the right to the use of all property in conjunction with and as part of its program of sale, leasing, constructing and developing of and within LEXINGTON AT LONE OAK UNIT ONE AND LEXINGTON AT LONE OAK UNIT TWO without any special charge to Developer and its successors and assigns for such rights and privileges. For purposes of this subparagraph, the term "Developer" includes any Lender which has loaned money to Developer to acquire or construct improvements upon the property, or its successors and assigns, if such Lender or its successors or assigns acquires title to any portion of the property as the result of the foreclosure of any mortgage encumbering the property securing any such loan to Developer or acquires title thereto by deed in lieu of foreclosure. The rights and privileges of Developer as herein set forth shall terminate when Developer no longer owns any of the property, or at any earlier date if Developer shall notify the Corporation in writing of Developer's voluntary written election to relinquish the aforesaid rights and privileges of use.

2.5 Disputes as to Use. If there is any dispute as to whether the use of the property or any portion thereof complies with the

with the covenants and restrictions contained in this Declaration such dispute shall be referred to the Board. A determination rendered by the Board with respect to such dispute shall be final and binding on all parties concerned therewith; provided however, any use by Developer of the property or any parts thereof in accordance with 2.4 above shall be deemed a use which complies with this Declaration, and shall not be subject to a determination to the contrary by the Board.

2.6 Lawful Use of the property. Each portion of the property will be subject to, and the Association and each Owner will conform to and observe, all laws, statutes, ordinances, rules and regulations of the United States of America, the State of Florida, the County and any and all other governmental and public authorities and boards or officers of the same having jurisdiction. No illegal activity or use shall be allowed on the property.

2.7 Incorporation of LEXINGTON AT LONE OAK documents. Any and all deeds conveying a Lot, a dwelling unit or any other portion of the property shall be conclusively presumed to have incorporated therein all of the terms and conditions of the applicable LEXINGTON AT LONE OAK documents, as amended from time to time, whether or not such incorporation is specifically set forth by reference in such deed. Acceptance by the grantee of such a deed shall be deemed to be acceptance by such grantee of all of the terms and conditions of the applicable LEXINGTON AT LONE OAK documents.

2.8 Easements. Each of the following easements and easement rights is reserved through the property and is a covenant running with the land, and notwithstanding any of the other provisions of this Declaration, may not be revoked and shall survive the exclusion of any land from the property. Any lien encumbering such easements shall automatically be subordinate to the rights of Lot owners with respect to such easements.

(A) Utilities. The Association or the Developer shall have the power to grant such electric, gas, cable television, or other utility or service easements, or relocate any existing easements or drainage facilities, in any portion of the property, and to grant access easements or relocate any existing access easements in any portion of the property, as the Association shall deem necessary or desirable for the proper operation and maintenance of LEXINGTON AT LONE OAK UNIT ONE and LEXINGTON AT LONE OAK UNIT TWO. Such easements or the relocation of existing easements may not prevent or unreasonably interfere with the reasonable use of the dwelling units for their intended purposes. The Association or Developer may also transfer title to utility-related equipment, facilities or material to any utility company or governmental agency which is assuming the obligation to maintain such equipment, facilities or material. In connection with the foregoing, bills

of sale may be granted for such items of personal property owned or governed by the Association. Furthermore, the Corporation shall have the authority to take any other action to satisfy the requirements of any utility company or governmental agency to which any such utility-related equipments facilities or material are to be so transferred.

(B) Easements for Encroachments. The property shall be subject to easements for encroachments which now exist or hereafter exist, caused by settlement or movement of any building or caused by minor inaccuracies in building or rebuilding, including the location of fences, landscaping, walkways privacy walls and party walls, which encroachments shall be permitted to remain undisturbed and such easements shall continue so long as the encroachments exist.

(C) Ingress and Egress. A non-exclusive easement in favor of each Owner and his respective guests~ lessees and invitees, shall exist for pedestrian traffic over, through and across such portions of the Association property as from time to time may be paved and intended for such purposes~ and for purposes of ingress and egress to the public ways.

(D) Maintenance of Lot and Improvement Upon Lot. Except as otherwise provided in this Declaration, the Owner of each lot shall maintain, repair and replaces at his own expense, all portions of his lot and improvements upon said lot.

(E) Construction Maintenance. The Developer (including its designees and contractors) shall have the right to enter the property and take any action reasonably necessary or convenient for the purpose of completing the construction thereof, or any part thereof, or any improvements or units located or to be located thereon, provided such activity does not prevent or unreasonably interfere with the use or enjoyment of the property by Owners.

(F) Sales Activity. For as long as it holds Lots or Living Units for sale in the ordinary course of business, the Developer and its designees shall have the right to use those Lots or Living Units and the Association Property in order to establish, modify, maintain and utilize as it and they deem appropriates models and sales or other offices. Without limiting the generality of the foregoing, the Developer and its designees may show model dwelling units or the Association property to prospective purchasers or tenants, erect on the Association property signs and other promotional materials to advertise units for sale or lease, and take all other action helpful for sales, leases and promotion of LEXINGTON AT LONE OAK UNIT ONE AND LEXINGTON AT LONE OAK UNIT TWO.

(G) The easements and rights described in (E) and (F) above shall terminate upon the sale of all lots and dwelling units in the property to purchasers other than a successor Developer.

2.9 The Declarant and every owner shall have a right and easement of enjoyment in and to his lot subject to the following provisions:

(A) The right of the Association to suspend the voting rights of any member for any period during which any assessments against his lot remains unpaid; and for a period not to exceed thirty (30) days for any infraction of its published rules and regulations after notice and the opportunity for a hearing by the Board of Directors of the Association.

(B) The right of the Board of Directors of the Association to promulgate and enforce reasonable rules and regulations relating to the use and enjoyment of lots.

(C) The undivided share of assets owned by the Association appurtenant to each and the fraction of sharing common expenses shall be 1/37 except as otherwise provided herein.

(D) Each owner shall also be a member of the Walden Oaks of Naples Homeowners, Inc., a Florida Not-For-Profit corporation and shall be subject to all terms and conditions of the Declaration of Covenants, Conditions and Restrictions for Walden Oaks of Naples as recorded in O.R Book 1331, Pages 831 through 863, inclusive, of the Public Records of Collier County, Florida, as it may from time to time be amended.

3. COVENANT RUNNING WITH THE LAND. The covenants and restrictions of this Declaration shall run with and bind the Association and all Lot Owners and shall inure to the benefit of and be enforceable by the Association or the Owner of any property subject to this Declaration, their respective, legal representatives, heirs, successors and assigns, for a term of fifty (50) years from the date of this Declaration is recorded, after which time said covenants and restrictions shall automatically be extended for successive periods of ten (10) years unless an instrument signed by the Owners of two-thirds (2/3) of the lots has been recorded, agreeing to change or terminate said covenants and restrictions in whole or in part. Violation or breach of any condition, covenant or restriction herein contained shall give the Association and/or Owner(s)₁ in addition to all other remedies, the right to proceed at law or in equity to compel a compliance with the terms of said conditions, covenants and restrictions, and to prevent the violation or breach of any of the covenants, conditions or restrictions and

the expense of such litigation shall be borne by the then Owners or Owner of the subject property~ provided such proceeding results in a finding that such Owner was in violation of said covenants or restrictions. Expenses of litigation shall include reasonable attorney's fees incurred by the Association seeking such enforcement.

4. MEMBERSHIP AND VOTING IN THE ASSOCIATION: BOARD OF DIRECTORS OF THE ASSOCIATION

4.1 Association Membership. The members of the Association shall be comprised of Owner or Owners of Lot and the Developer as set forth in the Articles, and subject to all powers, duties, dues, liens and assessments which may be exercised thereby.

4.2 Board of Directors. The Association shall be governed by the Board of Directors appointed~ designated or elected as the case may be, as set forth in the Articles.

4.3 Delegation of Management. The Association may contract for the management and authorize a management agent to assist the Corporation in carrying out its powers and duties by performing such functions as the submission of proposals, collection of assessments, keeping of records, enforcement of rules and maintenance.

4.4 Acts of the Association. Unless the approval or affirmative vote of the members is specifically made necessary by some provision of the law or these documents, all approvals or actions permitted or required to be given or taken by the Association may be given or taken by its Board of Directors without a vote of the members. The officers and directors of the Association have a fiduciary relationship to its members. A member does not have the authority to act for the Corporation by reason of being a member.

4.5 Powers and Duties. The powers and duties of the Association include those set forth in these documents. The Association may contract, sue or be sued with respect to the exercise or nonexercise of its powers. For these purposes~ the powers of the Association include, but are not limited to, the maintenance, managements and operation of the common area, and the enforcement of all restrictive covenants and conditions applicable to all lots.

4.6 Financial Records. The Association shall maintain financial records according to good accounting practices. The records shall be open to inspection by members or their authorized representatives

at reasonable times, and copies of the Corporation's financial reports shall be supplied at least annually to members as provided in the Bylaws. The records shall include, but are not limited to the following:

(A) A detailed report of all receipts and expenditures.

(B) All financial source documents, including without limitation cancelled checks, paid bills and invoices and bank statements.

(C) An account for each unit designating the name and current mailing address of the unit owner, the amount of each assessment, the dates and amounts in which assessments came due and were paid, and the balance due.

4.7 Purchase of Units. The Association has the power to purchase Lots and to acquire and hold, lease, mortgage and convey them.

4.8 Roster. The Association shall maintain a current roster of names and mailing addresses of members. A copy of the roster shall be made available to any member upon request.

4.9 Limitation on Liability. Notwithstanding the duty of the Association to maintain and repair parts of the property, the Association shall not be liable to Owners for injury or damage other than the cost of maintenance and repairs caused by any latent condition of the property to be maintained and repaired by the Association, or caused by the elements or Owners or other persons.

5. COVENANT TO PAY ASSESSMENTS FOR OPERATING AND OTHER EXPENSES: ESTABLISHMENT AND ENFORCEMENT OF LIENS

5.1 Affirmative Covenant to Pay Assessments for Operating and Other Expenses. Each dwelling unit and site owner shall be deemed to covenant and agree to pay to the Association any assessments or charges~ and any special assessments for capital improvements or major repair. Costs of collection thereof (including reasonable attorneys' fees), shall be a charge on the land and shall be a continuing lien upon the Lot(s) against which each such assessment is levied. All expenses shall be shared equally by all dwelling unit and site owners and these expenses include but are not limited to lot and irrigation maintenances except as provided below.

5.2 All regular and special assessments levied by the Association shall be used exclusively for the purpose of promoting the health, safety and welfare of the residents in the properties including

but not limited to the following:

- (a) Maintenance of lots upon which dwelling units exist;
- (b) Liability insurance insuring the Association against any and all liability to the public, to any Owner, or to the invitees or tenants of an Owner;
- (c) Workman's compensation insurance to the extent necessary to comply with the Florida Statutes, and any other insurance deemed necessary by the Board of Directors of the Association;
- (d) Any other materials, supplies, equipment, labor, management, supervision, services, personnel, repairs, structural alterations, insurance, taxes, or assessments which the Association is required to secure or pay pursuant to the terms of this Declaration or Bylaws, of which shall be necessary or proper in the opinion of the Board of Directors of the Association for the operation of the Common Area, for the benefit of Owners, or for the enforcement of these restrictions.
- (e) Maintenance and upkeep for lawn care and the master irrigation system of individual lots owned by any owner who is a member of the Association.

5.3 Individual Member Irrigation Systems. Every owner will be responsible for the proper care and maintenance, of the landscape irrigation system located within or serving each individual lot. This maintenance responsibility shall extend from the point at which the individual lot irrigation system connects with the master irrigation system owned by the Association.

5.4 Establishment of Liens. Any and all assessments levied by the Association in accordance with the provisions of this Declaration or any of the Association documents, together with interest at the highest rate allowed by law, and costs of collection including, but not limited to, reasonable attorney's fees are hereby declared to be a charge and continuing lien upon each lot against which each such assessment is made, and shall also be the personal obligation of the Owner of each lot assessed. This lien is superior to any homestead rights the Owner may acquire. No Owner may exempt himself from personal liability for assessments, or release the Lot owned by him from the liens and charges hereof, by waiver of the use and enjoyment of the common area or by abandonment of his Lot. Said lien shall be perfected from and after the recording in the Public Records of the County of a Claim of Lien by the Association setting forth the amount due to the Association as of the date the Claim of Lien is recorded.

A Claim of Lien shall secure payment of all assessments due at the time of recording (including interest, and attorney's fees as provided above), as well as all assessments coming due subsequently, until the Claim is satisfied or a final judgment of foreclosure is obtained. Upon full payment of all sums secured by that Claim of Lien, the party making payment is entitled to a satisfaction in recordable form.

5.5 Rights of Institutional First Mortgagee. Notwithstanding anything to the contrary herein, if an Institutional First Mortgagee obtains title to a Lot as a result of foreclosure of its mortgage, or by deed in lieu of foreclosure, such acquirer of title shall not be liable for the share of assessments pertaining to such Lot or chargeable to the former Owner thereof which became due prior to the acquisition of title as a result of the foreclosure of de~ in lieu thereof, unless the assessment against the Lot in question is secured by a Claim of Lien for assessments that is recorded prior to the recording of the mortgage which was foreclosed or with respect to which a deed in lieu of foreclosure was given. Such acquirer of title shall, however, be liable for all assessments or installations thereof coming due after acquiring title.

5.6 Priority of Lien. The Association's Claim of Lien for unpaid assessments shall be subordinate and inferior to any recorded Institutional First Mortgage, unless the Association's Claim of Lien was recorded prior to the mortgagee but shall be superior to, and take priority over, any other mortgages regardless of when the mortgages were recorded. Any lease of a Lot shall be subordinate and inferior to any Claim of Lien of the Corporation, regardless of when the lease was executed. The Association's Claim of Lien shall not, however, be subordinate and inferior to any record Institutional Second Mortgage or Non-institutional Mortgage.

5.7 Collection Assessments. If any Owner fails to pay any Assessment, or installment thereof, within ten (10) days after the same becomes due, then the Association shall have any or all of the following remedies, to the extent permitted by law, which remedies are cumulative and are not in lieu of, but are in addition to, all other remedies available to the Association:

(A) To charge interest on such Assessment from the date it becomes due at the highest rate allowed by law, as well as a late payment penalty of Twenty-Five Dollars (\$25.00) per quarter.

(B) To suspend the voting rights of the Owner in the Association.

(C) To deny Association approval of any proposed sale or transfer of the Lot.

(D) To accelerate the entire amount of any Individual Lot's annual assessment for the remainder of the calendar year notwithstanding any provisions for the payment thereof in installments.

(E) To file an action in equity to foreclose its lien. The lien may be foreclosed by an action in the name of the Association.

(F) To file an action at law for a money judgment against the Owner without waiving any lien foreclosure rights of the Corporation.

6. METHOD OF DETERMINING AMOUNT OF ASSESSMENTS AND PROPERTY SUBJECT TO ASSESSMENTS

6.1 Individual Unit Annual Assessments. The total anticipated Operating Expenses for each calendar year shall be set forth in a budget adopted by the Board of Directors as provided in the Bylaws not later than December 1 of the calendar year preceding the calendar year for which the budget is prepared. The Individual Unit Annual Assessment for each contributing unit shall be the product arrived at by multiplying the total and anticipated operating expenses shown in the budget by a fraction the numerator of which is the number one (1) and the denominator of which shall be the total of all contributing units.

6.2 Contributing Units. Each dwelling unit constructed on a lot shall be a contributing unit on the first day of the month following the month of the issuance of a certificate of occupancy by the appropriate governmental agency for such dwelling unit.

6.3 Assessment Payments. The Individual Unit Annual Assessments shall be payable in quarterly installments, in advance, due on the first day of January, April, July and October of each year.

6.4 Special Assessments. The share of any Special Assessment payable by the owner of a contributing unit shall be the product arrived at by multiplying the amount of the Special Assessment by a fraction, the numerator of which is the number one (1) and the denominator of which is the number of contributing units in existence on the first day of the calendar quarter during which the Special Assessment is due, except that no contributing units owned by Developer shall be subject to any Special Assessments without the prior written consent of Developer. Any contributing units owned by Developer which are not subject

To a Special Assessment shall not be deemed to be contributing Units for the purpose of determining the share of such Special Assessment to be assessed against the other contributing units. Special Assessments shall be due and payable on such date as The Board determines.

7. OPERATING EXPENSES; CERTAIN ASSESSMENT CLASSIFICATIONS

The expense outlined in this Section are hereby declared to be Operating Expenses which the Association is obligated to assess And collect, and which the owners of contributing units are Obligated to pay.

7.1 Taxes. Any and all taxes levied or assessed at any and all times upon the common areas by any and all taxing authorities, including, without limitation, all taxes, charges, assessments and impositions and liens for public improvements, special charges and assessments, and water drainage districts, and in general all taxes and tax liens which may be assessed against the common area and against any and all personal property and improvements, which are now or which hereafter may be placed thereon, including any interest, penalties and other charges which may accrue thereon.

7.2 Administrative and Operational Expenses. The costs of administration for the Association in the performance of its functions and duties under this 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 Association may retain a management company or companies or contractors (any of which management companies or contractors to assist in the operation of the Association Common Area, or portions thereof), and to perform or assist in the performance of certain obligations of the Association under these documents and the fees or costs of any management company or contractor retained shall be deemed to be part of the Operating Expenses.

7.3 Failure or Refusal of Owners to Pay Assessments. Funds needed for operating expenses due to the failure or refusal of Owners to pay assessments levied shall, themselves, be deemed to be Operating Expenses and properly the subject of an Assessment.

7.4 Extraordinary Items. Extraordinary Items of expenses under these Documents, such as expenses due to casualty losses and other extraordinary circumstances, may be the subject of a Special Assessment.

8. ARCHITECTURAL AND AESTHETIC CONTROL

8.1 General: Except for the initial construction of Living Units and related improvements by the Developers no building, structure or other improvement shall be erected or altered, nor shall any grading, excavation, landscaping, change of exterior color, or other work which in any way alters the exterior appearance of any structure, lot or common area be performed without the prior written approval of the Architectural Review Committee (hereinafter called the "A.R.C.") of WALDEN OAKS as set forth in the Master Declaration of Covenants, Conditions, and Restrictions for WALDEN OAKS.

9. USE AND OCCUPANCY RESTRICTIONS

9.1 Occupancy of Living Unit When Owner is in Residence. When the Owner is in residence, a Living Unit may be occupied by the Owner, his family, guests or invitees without limitation, except that the maximum number of permanent residents who may occupy any Living Unit, regardless of size is six (6) persons at any one time. (A permanent resident is any natural person who is physically present in a unit for longer than thirty (30) days in any calendar year. There are no age restrictions.) Permanent residents need not be related to each other.

9.2 Occupancy of Living Unit When Owner is not in Residence. An Owner may allow family, friends or business associates to occupy his Living Unit in his absence on not more than three (3) occasions each calendar years provided that no single occasion of such occupancy may exceed sixty (60) consecutive days nor may the total of all three such occasions exceed ninety (90) days in any twelve month period. The Owner must register all such guests with the Association in advance, giving such information about the guests and the period of their stay as the Board may reasonably require. The Owner is responsible for the conduct of his guests. When the owner is not in residence, no more than four (4) overnight occupants are allowed at any time. No pets are allowed.

9.3 Leasing. An owner may lease his residence on not more than three (3) occasions in any twelve month period subject to all reasonable Rules and Regulations adopted from time to time by the Board of Directors and the terms and conditions of this Declaration. Further, no lease of any residence shall be permitted or approved if any owner is delinquent in the payment of any assessments or is currently in violation of any covenant or regulation governing the properties subject to this Declaration.

9.3 Commonly accepted household pets such as dogs, cats, and birds may be kept, subject to reasonable regulation by the Association. Only two (2) household pets per Owner-occupied Living Unit are allowed. Dogs are limited to an adult weight of eighty (80) pounds or less. All animals shall be leashed and shall not be permitted to roam free. the corporation may restrict the walking of pets to certain areas. Owners who walk their pets on the Common Area must clean up after their pets and keep said pets on a leash. Lessees and guests shall not keep pets. Pets may not be left unattended on porches, patios or in garages.

9.4 Parking and Storage of Vehicles and Personal Property. No person, except those engaged in the construction of Living Units, may park or store any motor vehicle normally used for highway travel, motor home, boat, trailer, jet ski, wave runner, semi-trailer, motorcycle, recreational vehicle or moped anywhere on any lot, except in garages. No commercial van or pick-up truck may be parked anywhere on the property except for maintenance and service reasons.

9.5 No personal property of Owners and occupants, such as bicycles, toys, equipment, barbecue grills and lawn furniture may be left or stored on any lot outside anyone's home without the prior approval of the Board of Directors.

9.6 The Association has the right to further restrict or control parking of vehicles and the storage of personal property, it being the intent of this provision that all lots be kept free of unsightly conditions.

9.7 Radio Equipment. No ham radios or radio transmission equipment shall be operated or permitted to be operated by any person without prior written consent of the Board.

9.8 Antennas. No television or other antenna which is visible from the street, waterway, or adjoining property is permitted unless specifically approved in writing by the Association.

9.9 Underground Wires. All telephone, electric or other wires of all kinds must be underground or the underground transmission cables located within the platted utility easements or setback areas shown on the plat to the building or use connection.

9.10 Landscaping and General Appearance. Clotheslines and Drying of clothes shall not be permitted upon any Lot.

9.11 All landscape planning plans for new residences on any lots shall be reviewed and approved in writing, by the Association. In order to maintain and extend the Association's desired landscape theme for landscape planting plans should make extensive use of native plant materials which are adapted to beach or near beach locations.

9.12 Garbage containers shall either be stored within the dwelling structure on lots or in screened enclosures approved by the Association. No lawn, shrub or tree trimmings or other trash, shall be stored for pickup on site in a visible position. All horticultural trimmings shall either be removed from the property on the date it is accumulated or shall be stored for later removal in an approved screen enclosure. No refuge or unsightly objects shall be permitted to accumulate on or adjacent to a lot. Disposal of trimmings, trash and the like by burning on site is prohibited. Placement of trimmings, trash and the like on vacant lots or in right-of-way is prohibited.

9.13 No noxious or offensive activity shall be carried on upon any lot or upon any portion thereof, nor shall anything be done thereon which may be or become a nuisance or an annoyance to any owner or the Association.

9.14 Operable doors shall be provided for all garages. Garage doors shall be closed except when vehicles are entering or exiting any building on any lot except when occupants are engaged in work projects in the garages.

9.15 Drainage. No changes in the elevations of any lot or right-of-way shall be made which will interfere with the approved drainage or otherwise cause undue hardship to any adjoining lot, except with the Association's written approval.

9.16 Mailboxes and their supporting structure shall be approved by the Association.

9.17 Nuisances. No owner shall use his lot, or permit it to be used, in any manner which is reasonably disturbing, detrimental or a nuisance to the occupants of another lot, or which would not be consistent with the maintenance of the highest standards for a first class residential community nor permit the premises to be used in a disorderly or unlawful way. The use of each unit shall be consistent with existing laws and these documents, and occupants shall at all times conduct themselves in a peaceful and orderly manner.

9.18 No building, structure or other improvement shall be placed in or on the NEIGHBORHOOD unless and until Declarant has issued its written approval. In obtaining said written approval, Owner or any other person applying shall comply with all requirements and procedures of Section 8 of the WALDEN OAKS DECLARATION.

9.19 Except as approved by Declarant in writing, awnings, canopies shutters and similar additions shall not be attached or affixed to the exterior of any dwelling unit or structure.

9.20 No docks will be permitted.

9.21 No decorative objects such as weathervanes, sculptures, birdbaths, fountains and the like shall be placed or installed in or on the NEIGHBORHOOD without the prior written approval of the Declarant.

9.22 Roof stacks and vents shall be placed so as not to be clearly or readily visible from any street or neighboring properties.

9.23 No outside satellite receptor dishes or devices or any other type of electronic device now in existence or that may hereafter come into existence, that is utilized or designed to be utilized for the transmission or reception of electronic or other type of signal shall be allowed without the prior written approval of Declarant.

9.24 SPAS, HOT TUBS AND SWIMMING POOLS, ENCLOSURES, FENCES AND WALLS

(a) Spas, hot tubs and swimming pools must be screened from view of adjoining property, sites, dwelling units and streets by privacy walls, fences or landscaping at locations approved by Declarant in writing.

(b) All enclosures, including spa, hot tub and swimming pool enclosures (screen or otherwise) and privacy and/or decorative walls and fences shall be constructed and maintained with substantially similar and consistent design, and with compatible color and materials as the dwelling unit for which it is utilized and must be approved in writing by Declarant prior to construction.

Screened spas hot tub and swimming pool enclosures shall be located no closer than seven and one-half (7 1/2) feet to the side site line and no closer than fifteen (15) feet to the rear site line.

(c) The location of all swimming pools, fences, enclosures, screens and walls must be approved by Declarant in writing.

9.25 GARAGES, CARPORTS AND STORAGE AREAS

(a) No garage shall be erected which is separated from the dwelling unit. Each dwelling unit shall have a garage which shall accommodate no less than two, nor more than three automobiles. Repair of vehicles shall be permitted only inside the garage. All garages must be constructed with doors that are equipped with operating, functioning automatic door openers and closers.

(b) Carports shall not be permitted or erected within the NEIGHBORHOOD.

(c) No unenclosed storage areas shall be permitted. No enclosed storage area shall be erected which is separated from the dwelling unit.

9.26 Roofs. Roofs shall have a minimum pitch of: 4-1/2:12 and shall be constructed of Timberline shingle, mildew resistant or equal, all as defined by common usage in Collier County. In the event that some other new attractive material for roofing surfaces is discovered or invented, the Declarant may, in its sole discretion approve or disapprove the use of such new materials. Flat roofs shall not be permitted.

9.27 Lighting. No exterior lighting fixtures, structures or improvements shall be placed in, or about the NEIGHBORHOOD, unless the written approval of Declarant has been obtained.

10. FORMS OF OWNERSHIP

10.1 A living unit may be owned by one natural person who has qualified and been approved as elsewhere provided herein.

10.2 Co-ownership. Co-ownership of a lot may be permitted. If co-ownership is to be other than by husband and wife, the Board may condition its approval upon written designation of one natural person as "primary occupant" and the use of the property by other persons shall be as if the primary occupant was the only actual owner. Any change in the primary occupant shall be treated as a transfer of ownership.

10.3 Ownership by Corporation or Trusts. A lot may be owned in trust, or by a corporation, partnership or other entity which is not a natural person, if approved in the manner provided for other transfers of title. However, the approval of a trustee, or corporation or other entity as an Owner shall be conditioned upon designation of one natural person as the primary occupant, and the use of the living unit by other persons shall be as if the primary occupant was the only actual owner. Any change in the primary occupant shall be treated as a transfer of ownership.

10.4 Life Estate. A lot may be subject to a life estate, either by operation of law or by approved voluntary conveyance. In that event, the life tenant shall be the only member from such lot, and occupancy of the lot shall be as if the life tenant was the only owner. Upon termination of the life estate, the holders of the remainder interest shall have no occupancy right unless separately approved by the Association. The life tenant and holders of the remainder interest shall be jointly and severally liable for all assessments and charges against the lot. The life tenant may, by signed agreement, transfer the right to vote in all Corporation matters to any one remainderman, after approval by the Corporation of such arrangement. Where the consent or approval of the owner is required for any purpose, that consent or approval may be given by the life tenant alone, and the consent or approval of the holders of the remainder interest shall not be required.

11. TRANSFERS OF OWNERSHIP

11.1 Sale. No owner may convey, transfer or dispose of his lot or any interest therein by sale without prior written approval of the Board, which approval shall be obtained in the following manner:

- (a) If any owner intends to make a sale of his lot, or any interest therein, he shall provide written notice to the Association of said transfer at least 15 days in advance of the closing. This notice should include the name and address of the proposed purchaser. If requested, the Board shall issue a Certificate of Approval for the proposed purchasers. No sale or transfer will be approved if the owner is delinquent in the payment of any assessments or other amounts due to the Association or is otherwise in violation of any covenants, rules or regulations of the Association. Upon closing, the Purchaser shall provide to the Association, a copy of the Deed by which the purchasers have taken title to the lot.

11.2 Developer's Rights. Nothing herein shall be construed to limit or restrict the developer's right to sell, lease, mortgage or convey any Lot or living unit owned by it to any person or entity the Developer may choose and no Association approval shall be required for such transactions. The Developer, at the time of recording of this Declaration or any Amendment thereto, is the owner of all of the real property, individual sites and appurtenances affected by said Declaration or Amendment. The Developer shall have the right to transact upon the property any business necessary to consummate the sale of Lots or Living Units, including, but not limited to, the right to maintain models, have signs, staff employees, maintain offices, use the common areas and show living units. Any sales office, signs, fixtures or furnishings or other tangible personal property belonging to the Developer shall not be considered Association property and shall remain the property of the Developer.

11.3 Completion of Neighborhood. Developer shall undertake the work of developing all lots and living units within the Neighborhood. The completion of that work, or the sale, lease or other disposition of residences, is essential to the establishment and welfare of the Neighborhood as an ongoing residential community. In order that such work may be completed and the Neighborhood established as a fully-occupied residential community as soon as possible~ nothing in this Declaration shall be understood or construed to prevent the Developer, or the employees, contractors or sub-contractors of Developer, or of Developer's transferees, from doing whatever they may determine to be reasonable, necessary or advisable for the completion of that work and the establishment of the Neighborhood as a residential community. As used in this paragraph. the words, "its transferees" specifically excludes purchasers of residential units.

12. MAINTENANCE, REPAIR AND REPLACEMENT

12.1 Maintenance of Lot and Improvement Upon Lot. Except as otherwise provided in this Declaration, the Owner of each lot shall maintain, repair and replace. at his own expense, all portions of his Lot and improvements upon said Lot.

13. INSURANCE OF LOTS AND IMPROVED PROPERTY: RECONSTRUCTION AFTER CASUALTY

13.1 Failure to Reconstruct. If the Owner of any lot fails to commence or complete construction to repair or replace any damaged or destroyed improvements upon this lot, the Association shall be deemed to have been granted the right by the Owner, as such Owner's attorney.-in-fact, to commence and/or complete

the repairs sufficient to substantially restore the improvements to their original condition, according to the plans and specifications of the original improvements. If the Association exercises the rights afforded to it by this Section, the Owner of the lot shall be deemed to have assigned to the Association any right he may have to insurance proceeds that may be available because of the damage or destruction of the improvements. The Association shall have the right to recover from the owner of the home any costs not paid by insurance, and shall have a lien on the lot and improvement to secure payment.

13.2 Duty to Insure and to Reconstruct. Each Owner shall at all times maintain casualty insurance on his lot and home and all other insurable improvements in an amount equal to the full replacement cost thereof. If any lot or other improvements located on any lot are destroyed or damaged as a result of fire, windstorm, flood, tornado, hurricane or other casualty, the owner of such improvements shall cause repair or replacement to be commenced within sixty (60) days from the date that such damage or destruction occurred, and to complete the repair or replacement within nine(9) months thereafter. All such repairs or replacements must restore the improvements to substantially their original character, design and condition, shall utilize and conform with the original foundation and boundary of the original improvements, and shall be structurally compatible with any adjoining improvements.

13.3 Corporation's Right of Entry. For the purpose of performing the duties authorized by this Section 13, the Association, through its duly authorized agents and employees, shall have the right to enter upon the lot at reasonable hours and perform such duties.

14. AMENDMENT

14.1 Amendments by Members. This Declaration may be amended at any time if three-fourths (3/4) of the voting interests present at a duly called and held meeting of the Association vote in favor of the proposed amendment. If the affirmative vote required for approval of action under the specific provision to be amended is a higher or lower percentage, then such higher or lower percentage shall be required to approve amendment of that provision. Notice shall be given at least thirty (30) days prior to the date of the meeting at which such proposed amendment is to be considered together with a copy of the proposed amendment. If any proposed amendment to this Declaration is approved by the Members as set forth above.

the President and Secretary of the Association shall execute a Certificate which shall set forth the Book and Page number of the Public Records where this Declaration is recorded, the date of the meeting of the Association at which such amendment was adopted, the total number of votes of Members of the Association, the total number of votes cast for the amendment, and the total number of votes cast against the amendment. The Certificate along with a copy of the text of the amendment, shall be recorded in the Public Records of Collier County, Florida. All amendments are effective on the date recorded in the Public Records of Collier County, Florida.

14.2 Amendments by Declarant. Until the turnover meeting referred to in the Articles of Incorporation occurs, the Declarant specifically reserves for itself the absolute and unconditional right, without need for the consent or joinder of any other person, to alter, modify, change, revoke, rescind, or cancel any or all of the provisions contained in this Declaration or included in any subsequent Declaration including all Exhibits thereto.

14.3 Limitations. The foregoing notwithstanding, no amendment shall be effective to adversely affect the rights of the Developer granted herein without the written consent of the Developer. No amendment shall increase the proportion by which any Owner shares in the payment of common expenses of the Association without the consent of that Owner and the holders of all recorded liens upon that owner's lot.

15. ENFORCEMENT OF COVENANTS AND ABATEMENT OF VIOLATIONS

Every Owner shall at all times comply with these covenants, conditions and restrictions. All violations shall be reported immediately to a member of the Board of Directors or its designee, if any. If any person, firm or entity subject to this Declaration, the Bylaws and the Articles of Incorporation fails to abide by them, as they are interpreted by the Board of Directors, that person shall be liable to be fined by the Association for each such failure in accordance with these documents. If the Board of Directors deems it necessary, it may bring action at law or in equity (including an action for injunctive relief in the name of the Association), to enforce the documents. If the Association is the prevailing party, it shall be entitled to recover its costs and attorney's fees incurred in enforcing the documents.

15.1 No Implied Waiver. The failure of the Board to object to an Owner's or other party's failure to comply with the covenants or restrictions contained herein now or hereafter promulgated shall in no event be deemed a waiver by the Board of its right to object to same and to seek compliance therewith in accordance with the provisions of these documents.

15.2 Availability of Remedies. Each Owner, for himself, his heirs, successors and assigns, agrees to the foregoing provisions relating to default and abatement of violations regardless of the harshness of the remedy utilized by the Association and regardless of the availability of other legal remedies. It is the intent of all Owners to give the Association methods and procedures which will enable it to operate on a businesslike basis, to collect those monies due it and to preserve the majority's right to enjoy the property free from unreasonable restraint and annoyance.

16. MISCELLANEOUS GENERAL PROVISIONS

16.1 Developer's Waiver. Any waiver by Developer of any provision of this Declaration or breach hereof must be in writing and shall not operate or be construed as a waiver of any other provision or subsequent breach.

16.2 Captions, Headings and Titles. Captions, headings and titles inserted throughout this Declaration are for convenience only, and in no way shall such captions, headings or titles define, limit, or in any way affect the subject matter, content or interpretation of the terms and provisions of this Declaration.

16.3 Context. Whenever the context so requires or admits, any pronoun used herein may be deemed to mean the corresponding masculine, feminine or neuter form thereof and the singular form of any nouns and pronouns herein may be deemed to mean the corresponding plural form thereof and vice versa.

16.4 Severability. If any provisions of this Declaration shall be deemed invalid by a court of competent jurisdiction, said determination shall in no way affect any of the other provisions hereof, which shall remain in full force and effect: and any provisions of this Declaration deemed invalid by a court of competent jurisdiction by virtue of the term or scope permitted by law. Further, the invalidation of any of the covenants or restrictions or terms and conditions of this Declaration or reduction in the scope or term of the same by reason of judicial application of the legal rules against perpetuities or otherwise shall in no way affect the other provisions, which shall remain in full force and effect for such period of time and to such extent as may be permitted by law.

16.5 Damages and Attorney's Fees. Damages shall not be conclusively deemed adequate relief for any breach or violation or any provision hereof. Any person or entity entitled to enforce any provision hereof shall be entitled to relief by way of injunction as well as any other available relief either at law or in equity. Any party to a proceeding who succeeds in enforcing any provision of this Declaration or enjoining violation or breach of any provision hereof against an Owner or the Association shall be entitled to reimbursement of reasonable attorney's fees and court costs (including those resulting from appellate proceedings) by such Owner or Association.

16.6 Interpretation. The Board of Directors of the Association shall be responsible for interpreting the provisions of this Declaration and of any of the exhibits attached hereto. Such interpretation shall be binding upon all parties unless wholly unreasonable. A written opinion rendered by legal counsel that an interpretation adopted by the Board is not unreasonable and shall conclusively establish the validity of such interpretation.

16.7 Conflicts. In the event of a conflict between any provision of this Declaration and the applicable statutes, the statutes shall control. In the event of a conflict between this Declaration and the Association's Articles of Incorporation or Bylaws, the Declaration shall control.

16.8 Applicable Statutes. The validity, application and construction of this Declaration and its exhibits shall be governed by the Laws of Florida as they exist on the date of the recording of this Declaration.

IN WITNESS WHEREOF. this Declaration of Restrictions and Covenants for LEXINGTON AT LONE OAK UNIT ONE and LEXINGTON AT LONE OAK UNIT TWO, has been signed by the Declarant and the Association on the day and year first above set forth.

THE LONE OAK, LTD.,
a Florida Limited Partnership
BY: _____
Robert L. Buck
General Partner

LEXINGTON AT LONE OAK HOMEOWNERS
ASSOCIATION. INC., a Florida Not-
For-Profit Corporation

BY: _____
Robert L. Buck, President

STATE OF FLORIDA
COUNTY OF COLLIER

I HEREBY CERTIFY that on this day, before me, an officer duly authorized to administer oaths and take acknowledgements, personally appeared ROBERT L. BUCK, General Partner of The Lone Oak, Ltd., a Florida limited partnership, to me well known to be the person described herein and/or who produced personally known _____ as identification, who did/did not take an oath and who executed the foregoing instrument and acknowledged before me that he executed the same.

Witness my hand and official seal in the County and State
aforementioned this 16 day of November, 19 95.

Notary Public

Michele Quintero _____
Printed Name
Commission Expires:

STATE OF FLORIDA
COUNTY OF COLLIER

I HEREBY CERTIFY that on this day, before me, an officer duly authorized to administer oaths and take acknowledgements, personally appeared ROBERT L. BUCK, President of Lexington at Lone Oak Homeowners Association, Inc., a Florida Not-For-Profit corporation, to me well known to be the person described herein and/or who produced personally known as identification, who did/did not take an oath and who executed the foregoing instrument and acknowledged before me that he executed the same.

Witness my hand and official seal in the County and State
aforementioned this 16 day of November, 19 95.

Notary Public

Michele Quintero _____
Printed Name
Commission Expires: