

**AMENDED AND RESTATED  
DECLARATION OF  
COVENANTS  
FOR  
LEXINGTON COUNTRY CLUB**

February 2007  
Revised April 2012  
Revised April 2013  
Revised March 2019

**AMENDED AND RESTATED  
DECLARATION OF COVENANTS  
FOR LEXINGTON COUNTRY CLUB**

WHEREAS, THE ORIGINAL DECLARATION OF COVENANTS FOR LEXINGTON COUNTRY CLUB WAS RECORDED IN OFFICIAL RECORDS BOOK 2662, PAGES 1385 THRU 1493 AS SUPPLEMENTED IN OFFICIAL RECORDS BOOK 03329, PAGES 1983 THRU 1995 AND AS LATER AMENDED IN OFFICIAL RECORDS BOOK 2793, PAGES 498 THRU 507; IN THE PUBLIC RECORDS FOR LEE COUNTY, FLORIDA.;

WHEREAS, THERE HAVE BEEN FURTHER AMENDMENTS TO THE DECLARATION AS REFLECTED BY INSTRUMENTS RECORDED IN OFFICIAL RECORDS BOOK 03329, PAGES 1996 THRU 2013; OFFICIAL RECORDS BOOK 03823, PAGES 4318 THRU 4320; OFFICIAL RECORDS BOOK 04138, PAGES 0606 THRU 0608; OFFICIAL RECORDS BOOK 04691, PAGES 0341 THRU 0343, IN THE PUBLIC RECORDS FOR LEE COUNTY, FLORIDA;

The Association, through its President and Secretary, as representatives of the members in LEXINGTON COUNTRY CLUB, pursuant to the amendment powers contained in the Declaration of Covenants, Articles of Incorporation, the By-Laws and Florida Law, after proper notice and discussion, and after recommendation and approval, file this Amended and Restated Declaration of Covenants, By-Laws and Rules and Regulations.

**TABLE OF CONTENTS**

ARTICLE I DEFINITIONS AND INTERPRETATIONS..... 1

    Section 1. Definitions..... 1

    Section 2. Interpretation..... 4

ARTICLE II PROPERTY SUBJECT TO THIS DECLARATION..... 5

    Section 1. Legal Description..... 5

ARTICLE III MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION ..... 5

    Section 1. Membership ..... 5

    Section 2. Voting Rights ..... 5

    Section 3. General Matters..... 6

    Section 4. Effect of Dissolution ..... 6

ARTICLE IV COMMON AREAS; GOLF COURSE; CERTAIN EASEMENTS;  
COMMUNITY SYSTEMS; CERTAIN MAINTENANCE DUTIES ..... 6

    Section 1. Member’s Easements ..... 6

    Section 2. Golf Course..... 7

    Section 3. Easements Appurtenant ..... 8

    Section 4. Maintenance ..... 8

    Section 5. Surface Water Management Systems, Lakes and Water Retention Ponds,  
Conservation Easement..... 9

    Section 6. Utility and Community Systems Easement ..... 9

    Section 7. Public Easements ..... 9

    Section 8. Ownership of Common Areas ..... 9

    Section 9. Commencement of Maintenance; Taxes..... 10

    Section 10. Declarant’s Rights as to Common Areas ..... 10

    Section 11. Effect of Dissolution of Association..... 11

    Section 12. Community Systems ..... 11

    Section 13. Common Irrigation System..... 12

    Section 14. Neighborhood Common Elements..... 12

ARTICLE V COVENANT FOR MAINTENANCE ASSESSMENTS ..... 12

    Section 1. Creation of the Lien and Personal Obligation for Assessments ..... 12

    Section 2. Types of Assessments ..... 13

Common Assessments ..... 13

Village Assessments ..... 13

Neighborhood Assessments ..... 14

Individual Assessments..... 14

Special Assessments ..... 14

Resale Capital Contribution..... 14

Section 3. Establishment of Budgets and Assessments ..... 15

Section 4. Purpose of Assessments ..... 16

Section 5. Date of Commencement of Annual Assessments; Due Dates ..... 16

Section 6. Effect of Non-Payment of Assessment; the Personal Obligation; the Lien;  
Remedies of the Association..... 16

Section 7. Subordination of Lien ..... 18

Section 8. Charges for the Golf Course ..... 18

ARTICLE VI MAINTENANCE OF UNITS, LOTS AND EXCLUSIVE COMMON AREAS. 18

Section 1. Exteriors of Units ..... 18

Section 2. Lots and Exclusive Common Areas..... 19

Section 3. Limitations on Owners..... 19

ARTICLE VII CERTAIN USE RESTRICTIONS ..... 20

Section 1. Applicability ..... 20

Section 2. Land Use and Building Type ..... 20

Section 3. Units; Residential Use..... 20

Section 4. Easements ..... 21

Section 5. Nuisances ..... 21

Section 6. Temporary Structures; Gas Tanks; Other Outdoor Equipment ..... 21

Section 7. Signs..... 21

Section 8. Oil and Mining Operation; Water Wells..... 21

Section 9. Pets and Animals..... 22

Section 10. Architectural Review ..... 22

Section 11. Visibility at Intersection..... 25

Section 12. Trucks, Commercial Vehicles, Recreational Vehicles, Motor Homes, Mobile  
Homes, Watercraft, Campers, Trailers and Other Vehicles..... 25

Section 13. Parking on Common Areas and Lots/Garages/Carports ..... 27

Section 14. Garbage and Trash Disposal ..... 27

Section 15. No Drying ..... 27

Section 16. Waterfront Property ..... 27

Section 17. Unit Air Conditioners and Reflective Materials ..... 28

Section 18. Television, Radio, Electronic Reception Devices..... 28

Section 19. Renewable Resource Devices ..... 29

Section 20. Driveway and Sidewalk Surfaces ..... 29

Section 21. Artificial Vegetation ..... 29

Section 22. Conservation Easement..... 29

Section 23. Gatehouse Procedures; Roving Patrols..... 29

Section 24. Underground Lines; Utilities; Pipes..... 30

Section 25. Lighting..... 30

Section 26. Correction of Health and Safety Hazards ..... 30

Section 27. Unit Protective Devices ..... 30

Section 28. Unlicensed Operators & Unlicensed Vehicles..... 30

Section 29. Variances..... 31

Section 30. Additional Rules and Regulations ..... 31

ARTICLE VIII RESALE, LEASE AND OCCUPANCY RESTRICTIONS..... 31

    Section 1. Estoppel Certificate; Documents ..... 31

    Section 2. Leases..... 32

    Section 3. Members’ Permittees ..... 33

    Section 4. Use of Common Area Amenities..... 33

ARTICLE IX ENFORCEMENT; ARBITRATION; LITIGATION..... 33

    Section 1. Compliance by Owners..... 33

    Section 2. Violations..... 34

    Section 3. Dispute Resolution..... 34

    Section 4. Arbitration of Certain Claims ..... 34

    Section 5. Litigation..... 36

    Section 6. Redress of Violations..... 36

    Section 7. Non-Applicability to Assessments..... 37

Section 8. Non-Impairment of Access or Parking Rights..... 37

Section 9. Waiver of Jury Trial..... 37

Section 10. Association’s Rights ..... 37

ARTICLE X DAMAGE OR DESTRUCTION TO COMMON AREAS ..... 37

Section 1. Sufficient Insurance Coverage ..... 37

Section 2. Insurance Coverage Within \$100,000..... 37

Section 3. Insurance Coverage Insufficient by More Than \$100,000 ..... 38

Section 4. Member’s Liability ..... 38

ARTICLE XI INSURANCE..... 38

Section 1. Common Areas ..... 38

Section 2. Replacement or Repair of Property..... 39

Section 3. Waiver of Subrogation ..... 39

Section 4. Liability and Other Insurance ..... 39

Section 5. Blanket Insurance..... 40

ARTICLE XII SPECIAL COVENANTS..... 40

Section 1. Preamble ..... 40

Section 2. Zero Lot Line Maintenance Easement ..... 40

Section 3. Party Walls..... 41

Section 4. Condominiums ..... 42

ARTICLE XIII GENERAL PROVISIONS: DISCLAIMERS OF LIABILITY ..... 43

Section 1. Duration ..... 43

Section 2. Notice..... 43

Section 3. Severability ..... 44

Section 4. Amendment..... 44

Section 5. Effective Date ..... 44

Section 6. Conflict ..... 44

Section 7. Easements ..... 44

Section 8. Notices and Disclaimers as to Community Systems..... 45

Section 9. Notices and Disclaimers as to Water Bodies ..... 46

Section 10. Errant Golf Balls..... 46

Section 11. Certain Reserved Rights of Declarant with Respect to Community Systems ..... 47

Section 12. Covenants Running with the Land..... 47

Section 13. Use of Name ..... 48

Section 14. Warranties ..... 48

Section 125. Declarant’s Rights..... 48

Section 16. Declarant’s Rights After Turnover ..... 50

ARTICLE XIV DISCLAIMER OF LIABILITY OF ASSOCIATION ..... 50

Public Records, Plats, Plots ..... 52

## ARTICLE I DEFINITIONS AND INTERPRETATIONS

### Section 1. Definitions

**The following words when used in this Declaration (unless the context shall prohibit) shall have the following meanings:**

- a) **“Architectural Review Committee”** shall mean and refer to the committee appointed by the Board of Directors per Article VII, Section 10 hereof to exercise the powers and duties set forth therein and such other duties, if any, as may be delegated to it by the Board of Directors from time to time.
- b) **“Articles” or “Articles of Incorporation”** shall mean and refer to the Articles of Incorporation of the Association as amended from time to time, the original, amended Articles of Incorporation being attached hereto and made a part hereof as Exhibit “A”.
- c) **“Association”** shall mean and refer to LEXINGTON COMMUNITY ASSOCIATION, INC., a Florida corporation not for profit.
- d) **“Assessments”** shall mean and refer to the sums levied from time to time against Lots by the Association for the purposes set forth in this Declaration. The specific types of Assessments are described in Article V.
- e) **“Board of Directors”** and **“Board”** shall mean and refer to the Board of Directors of the Association.
- f) **“Bylaws”** shall mean and refer to the Bylaws of the Association, as amended from time to time, the original, amended and restated Bylaws being attached hereto as Exhibit “B”.
- g) **“Common Area”** shall mean and refer to the real and personal property maintained by the Association, whether or not owned by or dedicated to it, for the general benefit of the Members and The Properties. The Common Areas, including the Activities Center and the Golf Course have been conveyed to the Association, as provided in Article IV, Section 8 of this Declaration. The initial Common Areas are described on Exhibit “C” attached hereto and made a part hereof. The Common Areas consist of the portions of The Properties within the following categories:
  - a. **“Exclusive Common Areas”** - being those Common Areas which are for the exclusive use and/or benefit of one or more, but not all, Owners within a Neighborhood or Village.
  - b. **“General Common Areas”** - being those Common Areas which are for the general use and or benefit of all members.
  - c. **“Maintenance Common Areas”** - being property within or without The Properties which is not owned by the Association but is nevertheless to be maintained or administered by it pursuant to an easement, license or agreement with a Neighborhood Association, the County or any other person or entity, which maintenance/administration affords benefits to the members.
  - d. **“Neighborhood Common Areas”** -being property primarily for the use



and/or benefit of Owners within a particular Neighborhood(s) or as to which such Owners have priority (but not necessarily exclusive) rights and/or responsibilities.

A specific property may be classified as more than one type of Common Area. For example, a Maintenance Common Area may also be a Neighborhood Common Area if it is not owned by the Association but is to be maintained by the Association per a separate agreement and the area primarily serves or benefits a Neighborhood(s) to the exclusion of others.

As used herein, the term “Common Area” shall include all of the foregoing types thereof unless specifically provided to the contrary or if the context clearly indicates otherwise. The following specific portions of The Properties are hereby declared to be the following types of Common Areas:

The “Activities Center” - being the structure located within a portion of the Lake Village (as defined below) described in Exhibit “C-1” hereto, which shall be a General Common Area.

The “Clubhouse” – being the portion of the Golf Village described in Exhibit “C-2” hereto, less and except the portions thereof primarily dedicated and , therefore, a part of the “Golf Course” (as defined below) which shall be a General Common Area.

The “Golf Course” -= being the portion of the Golf Village (as defined below) described in Exhibit “C-3” hereto, consisting of the golf course and all improvements thereto, aqua range, halfway houses, cart barn, pro shop (notwithstanding the fact that same is structurally part of the Clubhouse) and other improvements and facilities (or designated portions thereof) within or serving the property described in said Exhibit “C-3”, which shall be a Neighborhood Common Area of all neighborhoods within the Golf Village.

- h) “**Community**” shall mean and refer to any and all cable television, telecommunications, alarm/monitoring or other lines, conduits, wires, amplifiers, towers, antennae equipment, materials installations and fixtures (including those based on, containing or serving future technological advances not now in general use) installed by Declarant or Association pursuant to any grant of easement or authority by Declarant or Association within The Properties and serving more than one Lot/Unit.
- i) “**County**” shall mean and refer to Lee County, Florida. Either as a geographical area or as a political subdivision and government of the State of Florida, as the context requires.
- j) “**Declarant**” shall mean and refer to Worthington Communities, Inc., a Florida corporation, its successors and such of its assigns as to which the rights of Declarant

hereunder are specifically assigned by written instrument recorded in the Public records of the County. Declarant may assign all or a portion of its rights hereunder, or all or a portion of such rights in connection with appropriate portions of The Properties. In the event of such a partial assignment, the assignee shall not be deemed the Declarant, but may exercise such rights of Declarant specifically assigned to it. Any such assignment may be made on a nonexclusive basis.

- k) **“Family”** shall mean and refer to one (1) natural person or not more than two (2) natural persons cohabiting the Unit as a single housekeeping unit. Further, their Child, Children or grandchildren (hereinafter called children) shall be considered Family as defined hereby if they meet all of the following conditions (a) said children are age 23 or less; and (b) such children are not married or cohabiting with any third party; and (c) said children do not have custodial children of their own (i.e. grandchildren of the member); and (d) said children reside with the owner on a permanent basis, or in the case of children enrolled as a college or graduate student or in military service, at such times as the student resides in the Unit while away from the college or University or when the child is on leave from military service. In addition, developmentally disabled children of any age who permanently reside with an owner shall be considered Family as defined herein. Furthermore, a co-owner of the Unit in military service shall be considered Family as defined herein when in residence in the Unit if they have declared the Unit as their domicile while in active military service.
- l) **“Lot”** shall mean and refer to any Lot on any plat of all or a portion of The Properties which plat is designated by Declarant hereby or by any other recorded instrument to be subject to these covenants and restrictions; any Lot shown upon any resubdivision of any such plat; any individual unit in a condominium; and any other property hereunder declared as a Lot by Declarant and thereby made subject to this Declaration; provided, however, that no portion of any Community System shall be deemed to be part of a Lot unless and until same is made such pursuant to Article IV, Section 12 hereof, if at all. Notwithstanding the foregoing, the portions of the common elements of a condominium which are outside of its building(s) shall be deemed a Lot for purposes of maintenance duties, the granting and use of easements, use and alteration restrictions and in the case of any other provision of this Declaration which affects the Lot in the physical sense of rights of entry and the like or otherwise.
- m) **“Member”** shall mean and refer to all those Owners who are Members of the Association as provided in Article III hereof.
- n) **“Member’s Permittee”** shall mean and refer to a person described in Article VIII, Section 3 hereof.
- o) **“Neighborhood”** shall mean and refer to a portion of The Properties designated as such herein or in a Supplemental Declaration (as hereinafter defined), the purpose of such designation being to address such portion as such for voting, Assessment, regulation, level of service and other purposes as provided herein or in the Association’s Bylaws or rules and regulations. The first designation of Neighborhoods is set forth in Exhibit “D”

attached hereto and made a part hereof.

- p) **“Neighborhood Association”** shall mean and refer to a condominium association formed for the purpose of administering a condominium constituting a Neighborhood. Non-condominium Lots/Units shall not be subject to a separate Neighborhood Association but, rather, shall elect and be represented by a Neighborhood Committee (as defined below).
- q) **“Neighborhood Committee”** shall mean and refer to a committee of owners in a specific Neighborhood elected by all the participating Owners in such Neighborhood in accordance with the provisions of the Association’s Articles of Incorporation and Bylaws. In the case of a Neighborhood Association, its Board of Directors shall serve as the Neighborhood Committee. Except as otherwise provided herein or in the Articles of Incorporation or Bylaws, such Neighborhood Committee shall be advisory in nature and shall not exercise any corporate authority on behalf of the Association.
- r) **“Owner”** shall mean and refer to the record owner, whether one or more persons or entities of the fee simple title to any Lot or Unit situated upon The Properties.
- s) **“The Properties”** shall mean and refer to all existing properties or additions thereto, as are now or hereafter made subject to this Declaration, except those which are withdrawn from the provisions hereof in accordance with the procedures hereinafter set forth.
- t) **“Supplemental Declaration”** shall mean and refer to an instrument recorded in the Public Records of Lee County for the addition of property to subject such to the purposes for which same is to be used per Article II or any other provision of this Declaration.
- u) **“Surface Water Management System”** shall mean and refer to the natural and artificial conditions and improvements (including lakes, canals, grading and drainage structure) for the management of surface water within The Properties as described in and registered per Permit Number 36-00809-S issued by the South Florida Water Management District, as amended from time to time.
- v) **“Unit”** shall mean and refer to the individual residential structure constructed on a Lot or an individual Condominium unit; provided, however, that no portion of any Community System, even if installed in a unit, shall be deemed to be a part of a Unit unless and until same is made such pursuant to Article IV, Section 12 hereof, if at all.
- w) **“Village”** shall mean and refer to one of two (2) portions of The Properties:  
The “Golf Village” being the portion of The Properties described in Exhibit “D-1” hereto containing the Golf Course, Clubhouse, and the Neighborhoods and Common Areas located or to be located within such property.  
The “Lake Village” being the portion of The Properties described in Exhibit “D-2” hereto containing the Activities Center and the Neighborhoods and Common Areas located or to be located within such property.

## **Section 2. Interpretation**

The provisions of this Declaration as well as those of the Articles, Bylaws and any Rules and Regulations of the Association shall be interpreted by the Board of Directors. Any such interpretation of the Board which is rendered in good faith shall be final, binding and conclusive

if the Board receives a written opinion of legal counsel to the Association, or counsel having drafted this Declaration or other applicable document, that the interpretation is not unreasonable, which opinion may be rendered before or after the interpretation is adopted by the Board. Notwithstanding any rule of law to the contrary, the provisions of the Declaration, the Articles, the Bylaws and the Rules and Regulations of the Association shall be liberally construed so as effectuate the purposes herein expressed with respect to the efficient operation of the Association and The Properties, the preservation of the value of the Lots and the Units and the protection of Declarant's and Association's rights, benefits and privileges herein contemplated.

## **ARTICLE II PROPERTY SUBJECT TO THIS DECLARATION**

### **Section 1. Legal Description**

The real property that shall be held, transferred, sold, conveyed and occupied subject to this Declaration is located in Lee County, State of Florida, and is more particularly described in Exhibit "E" attached hereto and made a part hereof, all of which real property (and all improvements thereto), together with additions thereto, but less any withdrawals therefrom, in herein referred to collectively as "The Properties". Said Exhibit "E" may not necessarily describe all Common Areas to the extent any of same are maintenance Common Areas.

## **ARTICLE III MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION**

### **Section 1. Membership**

Every person or entity who is a record owner of a fee interest in any Lot/Unit shall be a Member of the Association. Notwithstanding anything else to the contrary set forth in this Article, any such person or entity who holds such interest merely as security for the performance of an obligation shall not be a Member of the Association.

### **Section 2. Voting Rights**

Each Lot shall have one (1) full indivisible vote in all Association matters, unless the right to vote on matters has been expressly delegated to the Association's Board of Directors as set forth in the Declaration of Covenants, Articles of Incorporation and Bylaws. The total number of votes shall be equal to the total number of Lots. Members owning more than one Lot are entitled to one vote for each Lot owned.

**(a) Election of Directors.** The Board of Directors of the Association shall be elected by the

members of each existing Neighborhood. The Association consists of seven Neighborhoods. Each Neighborhood shall be entitled to elect one Director from its Neighborhood. Directors will be installed at the annual meeting of the Association. Directors will be elected at a membership meeting of a Neighborhood Association or Neighborhood Committee held at a date, time, and place such Neighborhood Association or Committee has set for the election of the Lexington Community Association Board Member. Each Neighborhood can recall its own director by a vote of the holders of a majority of that Neighborhood's total member votes, said recall to take place at a Neighborhood meeting or otherwise pursuant to Florida Law. If a vacancy occurs on the Board of Directors for any reason, the affected Neighborhood Association or Committee shall conduct a special election to fill the unexpired term of the person leaving the Board. However, no special election will be conducted to fill a vacancy on the Board, if the vacancy arises with ninety (90) days of the expiration of the term of the Director leaving the Board.

### **Section 3. General Matters**

When reference is made herein, or in the Articles, Bylaws, Rules and Regulations, management contracts or otherwise to a majority or specific percentage of the votes of Members represented in person or by proxy at a duly constituted meeting (i.e. one for which proper notice has been given and at which a quorum exists) in accordance with Section 720.306 of the Florida Statutes.

### **Section 4. Effect of Dissolution**

In the event of the termination, dissolution or final liquidation of the Association, the responsibility for the operation and maintenance of the Surface Water Management System must be transferred to and accepted by an entity which is approved by the South Florida Water management District and Lee County prior to such termination, dissolution or liquidation.

## **ARTICLE IV COMMON AREAS; GOLF COURSE; CERTAIN EASEMENTS; COMMUNITY SYSTEMS; CERTAIN MAINTENANCE DUTIES**

### **Section 1. Member's Easements**

Except for Exclusive Common Areas and maintenance Common Areas as herein specified, each Member, and each Member's Permittee, shall have a non-exclusive permanent and perpetual easement over and upon the Common Areas for the intended use and enjoyment thereof in common with all other such Members, Member's Permittees, their agents and invitees, but in such manner as may be reasonably regulated by the Association.

Without limiting the generality of the foregoing, such rights of use and enjoyment are hereby

made subject to the following:

- (a) The right and duty of the Association to levy Assessments against each Lot for the purpose of, among other things, maintaining the Common Areas and any facilities located thereon in compliance with the provisions of this Declaration and with the restrictions on the plats of portions of The Properties from time to time recorded.
- (b) The right of the Association to suspend the Member's (and the Member's Permittees') right to use the Common Area facilities for any period during which any Assessment against his, her or its Lot remains unpaid for more than thirty (30) days; and for a period not to exceed sixty (60) days for any infraction of this Declaration or the Association's lawfully adopted rules and regulations.
- (c) The right of the Association to adopt at any time and from time to time and enforce rules and regulations governing use of the Common Areas and all facilities at any time situated thereon, including the right to fine Members as hereinafter provided. Any rule and/or regulation so adopted by the Association shall apply until rescinded or modified as if originally set forth at length in this Declaration.
- (d) The right to the use and enjoyment of the Common Areas and facilities thereon shall extend to all Member's Permittees, subject to regulation from time to time by the Association as set forth in its lawfully adopted and published rules and regulations including those relating to the gatehouse and other entry and traffic control procedures (which may permit the installation of "speed bumps" and other traffic control devices).
- (e) The right of the Association to permit such persons as the Association shall designate to use the Common Areas and all recreational facilities located thereon.
- (f) The right of the Association to have, grant and use general ("blanket") and specific easements over, under and through the Common Areas.
- (g) The right of the Association, by a 2/3rds affirmative vote of the Members to dedicate or convey (subject to Owners' Easements as herein provided) portions of the Common Areas to any other association having similar functions, or any public or quasi-public agency or similar entity under such terms as the Association deems appropriate.
- (h) Section 2, below and all rules and regulations adopted pursuant thereto.
- (i) Article VIII, Section 2, of this Declaration (with respect to transfer of rights).

**WITH RESPECT TO THE USE OF THE COMMON AREAS AND THE PROPERTIES GENERALLY, ALL PERSONS ARE REFERRED TO ARTICLE XIII, SECTIONS 8 AND 9 HEREOF WHICH SHALL AT ALL TIMES APPLY THERETO.**

### **Section 2. Golf Course**

The Board of Directors has adopted rules and regulations for the use, maintenance, repair and operation of the Golf Course. While each Owner and Member's Permittees have the right to use the Golf Course for its intended purposes, the aforesaid rules and regulations give priority tee times first to Owners of Lots/Units in the Golf Village, then to Owners of Lots/Units in the Lake

Village and then to non-Owner users of the Golf Course, which non-Owner use is hereby authorized. Such rules and regulations also provide that Owners of Lots/Units in the Golf Village shall not be required to pay greens fees (in light of their payment of Village Assessments for Golf Course maintenance and operation) and that Owners of Lots/Units in Lake Village shall pay greens and/or cart fees which are less than those charged to non-Owner users. The aforesaid rules and regulations adopted may be amended from time to time by the Board of Directors. However, they shall not be amended so as to adversely affect the availability of tee times for, or other rights to use the golf course by Owners of Lots/Units within the Lake Village unless approved by the Directors representing the Neighborhoods comprising the Lake Village, and approved by a majority of the Directors representing the Neighborhoods comprised of the Golf Village. In addition, any amendments to this Section shall require separate approval by a majority of a the Directors of each Village. Owners from the Golf Village are afforded certain preferential tee times and other rights in the initial rules and regulations. The remaining rights of Lake Village Owners shall not be decreased except as aforesaid, if at all.

### **Section 3. Easements Appurtenant**

The easements provided in Section 1 shall be appurtenant to and shall pass with the title to each Lot, as applicable, but shall not be deemed to grant or convey any ownership interest in the Common Areas subject hereto.

### **Section 4. Maintenance**

The Association shall at all times maintain in good repair and manage, operate and insure, and shall replace as often as necessary, the Common Areas and, to the extent not otherwise provided for, the paving, drainage structures, landscaping, improvements and other structures (except public utilities and Community Systems, to the extent same have not been made Common Areas) situated on the Common Areas, if any, all such work to be done as ordered by the Board of Directors of the Association. Without limiting the generality of the foregoing, the Association shall assume all of Declarant's and its affiliates' responsibilities to Lee County and its governmental and quasi-governmental subdivisions and similar entities of any kind with respect to the Common Areas and shall indemnify and hold Declarant and its affiliates harmless with respect thereto in the event of the Association's failure to fulfill those responsibilities.

It is contemplated that the Association may enter into one or more agreements with Lee County and other entities whereby the Association performs some or all of the maintenance, landscaping or other features within the property owned by or dedicated to Lee County or such other entities. Accordingly to the extent that such agreement (which may be in the form of a contract, easement or other instrument) provides for such maintenance, landscaping or other features, then the areas to be so maintained, landscaped, etc., shall be deemed Maintenance Common Areas hereunder, so as to authorize such agreement, the performance of the duties pursuant thereto, and imposition and expenditure of Assessments necessary to fund such activities. Any such agreements must be fair and reasonable and in accordance with Florida Law.



All such work pursuant to this Section and all expenses incurred or allocated to the Association pursuant to this Declaration shall be paid for by the Association through Assessments imposed in accordance herewith. No owner may waive or otherwise escape liability for Assessments by non-use (whether voluntary or involuntary) of the Common Areas or abandonment of the right to use the Common Areas.

### **Section 5. Surface Water Management Systems, Lakes and Water Retention Ponds, Conservation Easement**

The Association shall be responsible for the operation and maintenance of the Surface Water Management System, same to be deemed a Maintenance Common Area, in accordance with sound drainage management practices and the permit(s) issued by the South Florida Water Management District (“SFWMD”) including, without limitation, all general and specific conditions thereof and amendments thereto.

The Association is hereby notified of, and shall be responsible for compliance with, a Deed of Conservation Easement in favor of SFWMD recorded or to be recorded in the Public Records of Lee County, Florida. Without limiting the generality of the foregoing, the Association shall neither conduct nor permit any of the prohibited activities in or on the “Property” defined in said Deed of Conservation Easement. For purposes hereof, the Association shall be deemed the successor-in-interest to the “Grantor” of the Deed of Conservation Easement.

The Association shall not abandon the Surface Water Management System or any duties with respect thereto or to the Deed of Conservation Easement except in accordance with all applicable SFWMD requirements and with the consent thereof including, without limitation, the requirement that such duties be transferred to a responsible entity meeting such requirements.

### **Section 6. Utility and Community Systems Easement**

Use of the Common Areas for utilities, as well as use of the other utility easements as shown on relevant plats, shall be in accordance with the applicable provisions of this Declaration and said plats. Declarant, its affiliates, assigns, and its and their designees shall have a perpetual easement over, upon, and under the Common Areas and the unimproved portions of the Lots for the installation, operation, maintenance, repair, replacement, alteration and expansion of Community Systems and other utilities.

### **Section 7. Public Easements**

Fire, police, health and sanitation, park maintenance and other public service personnel and vehicles shall have a permanent and perpetual easement for ingress and egress over and across the Common Areas for the performance of their respective duties.

### **Section 8. Ownership of Common Areas**

The General Common Areas are hereby dedicated non-exclusively to the joint and several use, in



common, of the Association, other owners of all Lots that may from time to time constitute part of The Properties and Member's Permittees. The General Common Areas have been conveyed to the Association by a Quit Claim Deed recorded in Lee County's Official Book of Records 03337, page 4357 which shall be deemed to have automatically accepted such conveyance.

### **Section 9. Commencement of Maintenance; Taxes**

Beginning from the date this Declaration is recorded, the Association shall be responsible for the maintenance, insurance and administration of such General and Maintenance Common Areas, all of which shall be performed in a continuous and satisfactory manner without cost to the general taxpayers of Lee County. It is intended that any and all real estate taxes and assessments levied against the General Common Areas shall be (or have been, because the purchase price of the Lots and the Units have already taken into account their proportionate shares of the values of the General Common Area), proportionately assessed against and payable as part of the taxes of the applicable Lots within the Properties.

However, in the event that, notwithstanding the foregoing, any such taxes or assessments are assessed directly against the General Common Area, the Association shall be responsible for the payment (subject to protest or appeal before or after payment) of the same, including taxes on any improvements and any personal property located thereon, which taxes accrue from and after the date this Declaration is recorded.

### **Section 10. Declarant's Rights as to Common Areas**

Declarant and its affiliates reserve the right from time to time to enter upon the Common Areas and other portions of The Properties (including without limitation, the portions of Lots not containing Units) for the purpose of the installation, construction, reconstruction, repair, replacement, operation, expansion and/or alteration of any improvements or facilities on the Common Areas or elsewhere on The Properties that Declarant and its affiliates or designees elect to effect.

Without limiting the generality of the foregoing, Declarant and its affiliates reserved the specific right to maintain upon any portion of The Properties sales, administrative, construction or other offices and appropriate exclusive and non-exclusive easements of access of use are expressly reserved unto Declarant and its affiliates, and its or their successors, assigns, employees and contractors, for this purpose.

Any obligation (which shall not be deemed to be created hereby) to complete portions of the Common Areas shall, at all times, be subject and subordinate to these rights and easements and to the above-referenced activities. Accordingly, Declarant shall not be liable for delays in such completion to the extent resulting from the need to complete any of the above-referenced activities prior to such completion.

### **Section 11. Effect of Dissolution of Association**

Notwithstanding anything in this Section, this Declaration or the Articles of Incorporation or the Bylaws to the contrary, no merger, consolidation or dissolution of the Association which affects Owners' easements in and to the Common Area shall be effective without the approval of two-thirds (2/3rds) of the votes cast by Members in the Association. Upon any such dissolution of the Association, its assets shall be conveyed to a similar association or appropriate public agency having a purpose or purposes similar to those of the Association.

### **Section 12. Community Systems**

Declarant shall have the right, but not the obligation, to convey, transfer, sell, or assign all or any portion of the Community Systems located within The Properties, or all or any portion of the rights, duties or obligations with respect thereto to the Association or any other person or entity (including an Owner, as to any portion of a Community System located on/in the Owner's Lot/Unit).

Without limiting the generality of Article I, Section 1(j) hereof, if and when any of the aforesaid entities receives such a conveyance, sale, transfer or assignment, such entity shall automatically be deemed vested with such rights of Declarant with regard thereto as are assigned by the Declarant in connection therewith; provided, however, that if the Association is the applicable entity, then any Community Systems or portions thereof shall be deemed Common Areas hereunder and the Association's rights, duties and obligations with respect thereto shall be the same as those applicable to other Common Areas unless otherwise provided by Declarant.

Any conveyance, transfer, sale or assignment made by Declarant pursuant to this section (i) may be made with or without consideration, (ii) shall not require the consent or approval of the Association or any Owner and (iii) if made to the Association, shall be deemed to have been automatically accepted (with all rights, duties, obligations and liabilities with respect thereto being deemed to have been automatically assumed).

In recognition of the intended increased effectiveness and potentially decreased installation and maintenance costs and user fees arising from the connection of all or a large number of Units in The Properties to the applicable Community Systems, each Owner and occupant of a Unit shall by virtue of the acceptance of the deed or other right of occupancy thereof, be deemed to have consented to and ratified any and all agreements to which the Association is a party which is based upon (in terms of pricing structure or otherwise) a requirement that all or a large number of Units be so connected. The foregoing shall not, however, prohibit the Association or Community Systems provider from making exceptions to any such bulk use requirement in its reasonable discretion.

**WITH RESPECT TO COMMUNITY SYSTEMS, ALL PERSONS ARE REFERRED TO ARTICLE XIII, SECTION 8 HEREOF, WHICH SHALL AT ALL TIMES APPLY TO THIS SECTION.**

### **Section 13. Common Irrigation System**

The common irrigation system for The Properties that uses reclaimed water to irrigate both Common Areas and Lots is deemed part of the Common Areas to be operated, maintained, repaired and replaced by the Association. To the extent that any portion of the irrigation system is located on a Lot or common elements/common areas of a Neighborhood Association, the Association is hereby granted an easement over and under same for the existence, operation, maintenance, repair and replacement of the system. Accordingly, no Owner or Neighborhood Association shall alter, damage or abuse any portion of the irrigation system or otherwise interfere with use of the aforesaid easement without approval of the Association.

Expenses for the general operation of the common irrigation system shall be allocated as General Assessments hereunder. However, the expenses of maintaining, repairing or replacing portions of the system (e.g. sprinkler heads) located on Lots or Neighborhood Common Areas can be allocated as Individual Assessments or Neighborhood Assessments hereunder. As is the case with other types of Assessments, the Association may base such allocation upon a formula and need not separately account for each and every expense incurred for such purpose.

### **Section 14. Neighborhood Common Elements**

The Association has a non-exclusive perpetual easement over the common elements of each condominium now or hereafter created within The Properties, as well as the common areas owned by any type of Neighborhood Association for the maintenance purposes set forth in this Section. The properties subject to this easement are hereby declared to be Neighborhood Common Areas of the Maintenance Common Area type.

As to any area described above, the Association shall maintain the landscaping, irrigation system, paved areas, street lights and other improvements located thereon (excluding, however, buildings, carports, recreation facilities and other structures and improvements required to be maintained by the Neighborhood Association per its own declaration). The costs of such maintenance shall be funded by Neighborhood Assessments levied upon the Lots within the respective Neighborhood.

## **ARTICLE V COVENANT FOR MAINTENANCE ASSESSMENTS**

### **Section 1. Creation of the Lien and Personal Obligation for Assessments**

Each Owner of any Lot by acceptance of deed or other conveyance thereof, whether or not it shall be so expressed in such deed or other conveyance, shall be deemed to covenant and agree to pay the Association annual Assessments and charges for the operation of the Association, for the maintenance, management, operation and insurance of the Common Areas, any applicable Community Systems as provided elsewhere herein and the common irrigation system, including

such reasonable reserves as the Association may deem necessary, and all other charges and Assessments hereinafter referred to or lawfully imposed by or on the Association, all such Assessments to be fixed, established and collected from time to time as herein provided. **All persons are hereby notified that the Association may be a party to a contract for cable television service serving The Properties and that, if so provided in such contract, the Assessments payable as to each Lot will include charges payable by the Association under such contract, regardless of whether or not the Owner or Member's Permittee of such Lot elect to receive cable television service.**

Assessments together with such interest thereon and costs of collection thereof as hereinafter provided, shall be a charge and continuing lien upon the Lot against which each Assessment is made. Each such Assessment, together with such interest thereon and costs of collection thereof as hereinafter provided, shall also be the personal obligation of the person who is the owner of such property at the time when the Assessment fell due and all subsequent Owners until paid. Reference herein to Assessments shall be understood to include reference to any and all charges whether or not specifically mentioned.

The Association may implement a policy that requires each Owner Member to purchase at least a minimum amount of food or beverages from the Association or be billed for that minimum amount. In addition to a continuing lien to secure the payment as Assessments as defined herein, the Association shall be entitled to a lien against each Owner's Lot/Unit for a Owner's failure to pay charges owing to the Association including, but not limited to, charges incurred relating to the use of the Association facilities. By way of example, these charges may consist of food and beverage charges, food and beverage minimums, merchandise purchases, golf cart and green fees.

## **Section 2. Types of Assessments**

Each Assessment levied hereunder shall be one (1) of the following types (although two [2] or more types of Assessments may be payable by an owner as a single sum):

### Common Assessments

Common Assessments shall be for those expenses which are incurred primarily for the benefit of all Owners, as such primary benefit is determined by the Board of Directors. By way of example only, Common Assessments shall be levied for expenses relating to General Common Areas. Common Assessments shall be levied upon all Lots at an equal rate.

### Village Assessments

Village Assessments shall be for those expenses which are incurred primarily for the benefit of all Owners in a Village, as such primary benefit is determined herein or by the Board of Directors. By way of example only, certain and various (but not all) expenses related to the Golf Course will be paid by all Owners within the Golf Village by way of a Village Assessment. Village Assessments shall be levied upon all Lots within the applicable Village at an equal rate.

Special provisions for other charges relating to the Golf Course are set forth in Section 8 below.

#### Neighborhood Assessments

Neighborhood Assessments shall be for those expenses which are incurred primarily for the benefit of all Owners within a Neighborhood(s), as such primary benefit is determined by the Board of Directors. By way of example only, Neighborhood Assessments shall be levied for expenses relating to Neighborhood Common Areas. Neighborhood Assessments shall be levied upon all Lots within the applicable Neighborhood(s) at an equal rate.

#### Individual Assessments

Individual Assessments shall be for those expenses directly related to providing a service or maintenance to one (1) or more Lots, whether at the request of the Owner or as an exercise of an Association remedy hereunder, and, unless prohibited by law, shall include fines levied per Article IX hereof. If an Individual Assessment is levied upon more than one (1) Lot, then it shall be allocated between or among the applicable Lots as the Board directs, absent which they shall be prorated equally. The fact that Individual Assessments are authorized hereby shall not require the Association to provide any particular service (maintenance or otherwise) to a Lot(s).

#### Special Assessments

Special Assessments shall be for those expenses which otherwise would be Common, Village, or Neighborhood Assessments but for the fact that they are of a non-recurring and/or unforeseen nature (i.e. are such that they cannot be paid by budgeting therefor as part of common or Neighborhood expenses), including (without limitation) the costs of capital additions or uninsured casualty losses. Special Assessments shall be levied against all applicable Lots subject thereto at an equal rate.

A Special Assessment for capital improvements to be located in a specific Village may be imposed only if (i) a majority of the Directors representing each Village approves same, or (ii) the Special Assessment is levied only on Lots within the Village in which the capital improvements are to be located, in which case a majority of the overall Board of Directors may approve same.

#### Resale Capital Contribution

Resale Capital Contribution in the amount of Five Thousand and 00/100 Dollars (\$5,000.00) shall be due and payable to the Association by the transferee upon the conveyance of a Lot or Unit by a Member. Such contribution will be billed to the new record owner at the end of the first month after closing and, upon payment, shall be placed in a Capital Contribution fund. Funds derived from the Resale Capital Contribution and deposited into the Capital Contribution Fund may only be used to improve or enhance "General Common Areas" with the exception of the "Golf Course" as these terms are so defined elsewhere in this Declaration, or for unexpected repairs or replacements in "General Common Areas" which exceed amounts budgeted or reserved. Payment of the Resale Capital Contribution shall be the legal obligation of the

transferee and shall be secured by a continuing lien, as provided for in Article V of this Declaration.

For the purposes of this Section, the term “conveyance” shall mean the transfer of record legal title to a Lot or Unit by Deed or other authorized means of conveyance, with or without valuable consideration and shall also refer to a transfer of possession and beneficial ownership by means of an agreement for Deed.

The following conveyances shall be exempt from payment of the Resale Capital Contribution:

- (a) Between and among co-owners of the same Lot or Unit being transferred;
- (b) To the Owner’s estate, surviving spouse or other heirs, resulting from the death of an Owner;
- (c) To a trustee or the Owner’s current spouse, solely for *bona fide* estate planning or tax reasons;
- (d) To a mortgagee or the Association pursuant to a Final Judgement of Foreclosure or Deed in Lieu of Foreclosure;
- (e) To a transferee who is, at the time of transfer, already a Member of the Association by reason of his/her/its ownership of another Lot or Unit within Lexington Country Club; and
- (f) To a transferee who previously was a member of the Association, but is no longer a member of the Association by reason of the sale of his/her/its Lot or Unit, if such transferee within one hundred eighty (180) days from the sale of his/her/its Lot or Unit within Lexington Country Club closes on the sale or transfer of another Lot or Unit within Lexington Country Club.

Any subsequent transfer that occurs following an exempt transfer described in (a) through (f) above, shall be subject to this provision on Resale Capital Contribution.

### **Section 3. Establishment of Budgets and Assessments**

The Board of Directors shall, by appropriate resolution duly adopted, establish the budget for the Association (including Common, Village and Neighborhood Assessment) and the rates of Assessments thereunder in accordance with this Article.

With respect to the Budget for which the General Common Area, Neighborhood or Village Assessments are levied, the Finance Advisory Committee constituted by the Board and comprised of at least one Member from each of the seven Neighborhoods within the Association when practicable shall review data provided by the Association’s management staff and with management develop and recommend to the Board of Directors a budget for the Association’s maintaining, management and operation of the property within the Board’s jurisdiction as provided in this Declaration.

After adopting the budget and Assessments as provided above, the Board of Directors shall fix

the amount of Assessment against the Lots subject to the Association's jurisdiction for each Assessment period, to the extent practicable, at least sixty (60) days in advance of such date or period, and shall, at that time, prepare a roster of Lots and Assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any Owner. Written notice of the Assessment shall thereupon be sent to every Owner subject thereto thirty (30) days prior to the date payment of the first installment thereof is due, except as to Individual and Special Assessments. In the event no such notice of Assessments for a new Assessment period is given, the amount payable shall continue to be the same as the amount payable for the previous period, until changed in the manner provided for herein.

Funds generated by one type of Assessment shall not be used for expenses for which another type of Assessment is levied. By way of example only, Village Assessments levied for expenses of the Golf Course shall not be used for General Common Area expenses such as those relating to the Clubhouse.

The Association, through the action of its Board of Directors, shall have the power, but not the obligation, to enter an agreement or agreements from time to time with one or more persons, firms or corporations for management service, including the administration of budgets and Assessments herein provided.

#### **Section 4. Purpose of Assessments**

The Assessments levied by the Association shall be used for the purposes expressed in this Article and for such other purposes as the Association shall have within its powers and from time to time elect to undertake.

#### **Section 5. Date of Commencement of Annual Assessments; Due Dates**

The Common, Village and Neighborhood Assessments provided for in this Article shall have commenced on the first day of May in the year 2006 and continue through April 30, 2007 in accordance with the Association's Declaration replaced thereby. Each subsequent annual assessment shall be imposed for the year beginning May 1 and ending April 30. The Common, Village and Neighborhood Assessments shall be payable in advance in monthly installments, or in annual, semi or quarter annual installments, if so determined by the Board of Directors (absent which determination, they shall be payable monthly).

The due date of any Individual or Special Assessment shall be fixed in the Board resolution authorizing such Assessment.

#### **Section 6. Effect of Non-Payment of Assessment; the Personal Obligation; the Lien; Remedies of the Association**

If the Assessments (or installments) provided for herein are not paid on the date(s) when due (being the date[s] specified herein or pursuant hereto), then such Assessments (or installments) shall become delinquent and shall, together with late charges, interest and the cost of collection

thereof as hereinafter provided, thereupon becoming a continuing lien on the Lot which shall bind such property in the hands of the then Owner, his heirs, personal representatives, successors and assigns. Except as provided in Section 7 of this Article to the contrary, the personal obligation of Owner to pay such Assessment shall pass to successors in title and recourse may be had against either or both.

If any installment of an Assessment is not paid within fifteen (15) days of the due date, at the option of the Association, the next twelve (12) months' worth of installments may be accelerated and become immediately due and payable in full. Further, all overdue sums (regardless of whether they are accelerated or not) shall bear interest from the dates when due until paid at the rate of eighteen percent (18%) per annum. In addition to interest on delinquent accounts, the Association shall be entitled to assess and collect an administrative late fee in an amount not to exceed the greater of \$25.00 or five percent (5%) of each installment of the Assessment or charges for each delinquent installment that the payment is late.

Any payment received by the Association shall be first applied to interest, late fees, if any, any attorney fees and costs and then to the delinquent assessment itself. The foregoing shall be applicable notwithstanding any restrictive endorsement, designation or instruction placed on or accompanying a payment.

The Association may bring an action of law against Owner(s) personally obligated to pay the same, may record a claim of lien (as evidence of its lien rights as hereinabove provided for) against the Lot on which the Assessments and interest are unpaid, may foreclose the lien against the Lot on which the Assessments and interest are unpaid, or may pursue one or more of such remedies at the same time or successively, and attorneys' fees and costs actually incurred in preparing and filing the claim of lien and the complaint, if any, and prosecuting same, in such action shall be added to the amount of such Assessments and interest secured by the lien, and in the event a judgement is obtained, such judgement shall include all such sums as above provided and attorneys' fees actually incurred together with the costs of the action, through all applicable appellate levels. In the case of an acceleration of the next twelve (12) months of installments, each installment so accelerated shall be deemed, initially, equal to the amount of the then most current delinquent installment, provided that if any such installment so accelerated would have been greater in amount by reason of a subsequent increase in the applicable budget, the Owner of the Lot whose installments were so accelerated shall continue to be liable for the balance due by reason of such increase and Special Assessments against such Lot shall be levied by the Association for such purpose.

In addition to the rights of collection of Assessments stated in this Section, any and all persons acquiring title to or an interest in a Lot as to which Assessment is delinquent, including without limitation persons acquiring title by operation of law and by judicial sales, shall not be entitled to the possession of such Lot or the enjoyment of the Common Areas until such time as all unpaid and delinquent Assessments and other sums due and owing from the selling Owner have been



fully paid; provided, however, that the provisions of this sentence shall not be applicable to the mortgagees and purchasers contemplated by Section 7 of this Article.

All Assessments, interest, attorney's fees and other sums provided for herein shall accrue to the benefit of the Association.

### **Section 7. Subordination of Lien**

The lien of the Assessments provided for in this Article shall be subordinate to real property tax and assessment liens and the lien of any first mortgage; provided, however, that any such mortgage lender when in possession or any receiver, and in the event of a foreclosure, any purchaser at a foreclosure sale, and any such mortgage lender or its affiliate acquiring a deed in lieu of foreclosure, and all persons claiming by, through or under such purchaser or mortgage lender, shall hold title subject to the liability and lien of any Assessment coming due after such foreclosure (or conveyance in lieu of foreclosure). Any unpaid Assessment which cannot be collected as a lien against any Lot by reason of the provisions of this Section shall be deemed to be a Common, Neighborhood or Village Assessment by the Association, as appropriate, including the Lot(s) as to which the foreclosure (or conveyance in lieu of foreclosure) took place.

### **Section 8. Charges for the Golf Course**

Owners of Lots in the Golf Village shall not pay greens fees for use of the Golf Course but, rather, shall pay Village Assessments. Owners of Lots/Units in the Lake Village may be required to pay greens fees; provided, however, that notwithstanding any other provisions of this Declaration or the Articles of Incorporation or Bylaws to the contrary, greens fees chargeable to Owners in the Lake Village may not be increased from one year to the next by a percentage in excess of that of an increase in the Village Assessments payable by Owners in the Golf Village for the Golf Course. All persons may be charged cart fees but such cart fees shall be a uniform rate for all Owners.

## **ARTICLE VI MAINTENANCE OF UNITS, LOTS AND EXCLUSIVE COMMON AREAS**

### **Section 1. Exteriors of Units**

Unless otherwise provided in an appropriate Supplemental Declaration, the Owner of a Lot shall maintain all exterior surfaces and roofs, fascias and soffits of the structures (including the Unit) and other improvements located on the Lot (including driveway and sidewalk surfaces and fences) in a neat, orderly and attractive manner. The aforesaid maintenance shall include maintaining screens (including screen enclosures), windows and doors (including the wood and hardware of garage doors and sliding glass doors). The minimum (though not sole) standard for the foregoing shall be consistency with the general appearance of The Properties as initially

constructed and otherwise improved (taking into account, however, normal weathering and fading of exterior finishes, but not to the point of unsightliness). The Owner shall clean, repaint or restain, as appropriate, the exterior portions of each Unit (with the same colors as initially used on the Unit), including exterior surfaces of garage doors, as often as necessary to comply with the foregoing standards. The Board of Directors may adopt rules as to specific frequencies of required cleaning, repainting/restaining and the like for each Neighborhood.

### **Section 2. Lots and Exclusive Common Areas**

The Association shall maintain and irrigate the trees, shrubbery, grass and other landscaping on each Lot and adjacent Exclusive Common Areas, as well as any individual mailboxes thereon in a neat, orderly and attractive manner and consistent with the general appearance of The Properties as a whole. The minimum (though not sole) standard for the foregoing shall be the general appearance of The Properties as initially landscaped (such standard being subject to being raised by virtue of the natural and orderly growth and maturation of applicable landscaping, as properly trimmed and maintained). The Association shall be responsible for maintaining the portions of the common irrigation system serving each Lot, but may allocate the expenses thereof as provided in Article V.

The Association is hereby granted an easement on each Lot for the performance of the aforesaid duties.

### **Section 3. Limitations on Owners**

No Owner shall alter, plant or install additional landscaping, site furniture, statuary, ornaments or other items on his/her/its Lot which interferes with, or appreciably increases the cost of, the Association's maintenance functions as described in Section 2 above. These limitations are in addition to the requirement that any such alteration, planting or installation be approved by the Board of Directors.

Notwithstanding the foregoing, if an Owner wishes to make any alteration, planting or installation as described above the Association may, but shall not be required to, allow the Owner to do so if (i) the Board of Directors approves same (without regard to the question of maintenance) and (ii) the Owner enters into a written agreement (in a form provided by the Association) to perpetually maintain or pay for the expense of maintaining the altered, planted or installed item.

Without limiting the generality of the foregoing, each Owner shall be responsible for the maintenance of any portion of his/her/its driveway located in his/her/its respective Exclusive Common Area as well as any sidewalk, grass or other plant material located therein; provided, however, that if the Board of Directors of the Association se elects, the Association may perform all or any portion of such maintenance obligations, on an ongoing or isolated basis, for purposes such as achieving an economy of scale or providing for uniform appearance throughout the applicable Neighborhood. In such event, the costs of such maintenance shall be borne only by

the Owners within the affected Neighborhood through Neighborhood Assessments levied in accordance with Article V hereof.

## **ARTICLE VII CERTAIN USE RESTRICTIONS**

### **Section 1. Applicability**

The provisions of this Article VII shall be applicable to all The Properties.

### **Section 2. Land Use and Building Type**

No Lot shall be used except for residential purposes. No building constructed on a Lot shall be used except for residential purposes, or as a related structure, if applicable. No Building shall be erected, altered, placed or permitted to remain on any Lot other than one Unit.

### **Section 3. Units; Residential Use**

Each Unit shall be used as a single family residence and for no other purpose. No business or commercial activity shall be conducted in or from any Unit, nor may be the address or location of the Unit be publicly advertised as the location of any business or commercial activity. Notwithstanding, however, neither the listing on any occupational license nor the listing within any telephone directory of the Unit serving as a business address shall be dispositive of the property being used for commercial or business purposes. Any Owner may use his/her/its residence for incidental commercial purposes, so long as (i) property is not used for manufacturing, construction or installation of materials sold or advertised to be sold, whether to retail or wholesale customers; (ii) the nature of the business activity does not invite or permit suppliers, customers or vendors to visit or frequent the Unit, even on isolated occasions; (iii) the business activity within the Unit is limited to telephone calls and written correspondence in and from the Unit; and (iv) no employees or contractors, other than those who regularly reside within the Unit may perform any work or other services to the business at the Unit. This restriction shall further not be construed to prohibit any Owner from maintaining a personal or professional library, from keeping personal, business or professional records in his Unit, or from handling personal, business or professional telephone calls and written correspondence in and from his/her/its Unit. Such uses are expressly declared customarily incident to residential use.

Notwithstanding the foregoing, the privilege of conducting such business activities within a Unit shall not entitle the Owner or other persons conduction such activities to any exemption or variance from, or special treatment under, the other use restrictions set forth herein or in rules and regulations (including any manual adopted by the Board of Directors per recommendation of the Architectural Review Committee) of the Association.

#### **Section 4. Easements**

Easements for the installation and maintenance of utilities, Community Systems and the common irrigation system are reserved as shown on the recorded plats covering The Properties and/or as provided herein. The area of each Lot covered by an easement and all improvements in such area shall be maintained continuously by the Association to the extent provided herein, except for installations for which a public authority or utility company is responsible.

The utility companies, telephone company, the Association and Declarant and its designees, and their respective successors and assigns, shall have a perpetual easement for the installation and maintenance, all underground, of water lines, sanitary sewers, storm drains, and electric, gas, telephone and Community System lines, cables and conduits, under and through the utility easements as shown on the plats. These requirements are in addition to any set forth on the recorded plats of The Properties.

#### **Section 5. Nuisances**

Nothing shall be done or maintained on any Lot which may be or become an annoyance or nuisance to the occupants of other Lots. Any activity on a Lot which interferes with television, cable or radio reception on another Lot shall be deemed a nuisance and a prohibited activity.

#### **Section 6. Temporary Structures; Gas Tanks; Other Outdoor Equipment**

No structure of a temporary character, or trailer, mobile home or recreational vehicle shall be permitted on any Lots within The Properties at any time or used at any time as a residence, either temporarily or permanently. No gas tank, gas container or gas cylinder shall be permitted to be placed on or about the outside of any Unit or on or about any ancillary building, except for gas tanks which are used for swimming pool heaters which are screened from view, one (1) gas cylinder connected to a barbecue grill and/or such other tank as is designed and used for household purposes and approved by the Board of Directors. Any outdoor equipment such as, but not limited to, pool pumps and water softening devices shall be reasonably screened from the view of anyone not standing on the Lot by use of landscaping or other means (in any event, as approved by the Board of Directors); provided, however, that the use of such screening shall not obviate the requirement that the installation of any such equipment nevertheless be approved by the Board of Directors.

#### **Section 7. Signs**

Except that Owners may display a contractor's sign for security purposes within ten (10) feet from the Unit structure, no sign of any kind shall be displayed to the public view on any Lot unless the type, size, location and other attributes thereof are in accordance with the applicable rules and regulations, if any, adopted by the Board of Directors. Absent such rules and regulations no signage shall be permitted.

#### **Section 8. Oil and Mining Operation; Water Wells**

No oil drilling, oil development operations, oil refining, quarrying or mining operations of any

kind shall be permitted upon or in The Properties, nor on dedicated areas, nor shall water wells, oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in The Properties, except for wells and other irrigation devices installed by or on behalf of the Declarant or the Association. No derrick or other structure designed for the use of boring for oil or natural gas shall be erected, maintained or permitted upon any portion of the land subject to these restrictions. No private water well intended for irrigation purposes or other private irrigation system shall be installed on any Lot. Nothing herein shall prohibit water well equipment designed to provide for heat exchange for pools, spas and Unit heating and cooling as approved by the Board of Directors upon application therefor by an Owner.

### **Section 9. Pets and Animals**

No animals, reptiles, wildlife, livestock or poultry of any kind shall be raised, bred or kept in any Unit or on any Lot provided, however, two (2), and not more than two (2), commonly accepted household pets such as a dog or cat, and reasonable number of tropical fish or caged birds may be kept on a Lot or in a Unit, subject to other reasonable regulation by the Association or Neighborhood Association. All animals shall be leashed (if outdoors), or kept within the Unit, and shall not be permitted to roam free. The Association may restrict the walking of pets to certain areas. Owners who walk their pets on The Properties must clean up after their pets. Commercial activities involving pets, including without limitation, boarding, breeding, grooming or training, are not allowed. The ability to keep a pet is a privilege, not a right. If in the opinion of the Board, any pet becomes the source of unreasonable annoyance to others, or the owner of the pet fails or refuses to comply with these restrictions, the Owner of the Unit responsible for the pet, upon written notice from the Association, may be required to remove the pet from The Properties. Pets may not be left unattended or leashed in yards or garages or on screened porches or lanais. In addition to the foregoing certain known aggressive breeds of dogs are not suitable for, and conducive with, the character and scheme of the Association. In all cases, no one shall be permitted to harbor, keep, board or have for any length of time the following breeds: Pit Bulls, Rottweilers, or Dobermans.

### **Section 10. Architectural Review**

No building or other structure or improvement or addition of any nature shall be erected, placed, altered or relocated on any Lot, or removed therefrom, until the construction plans and specifications and a plan showing the location of the structure and landscaping or of the materials as may be required by the Architectural Review Committee (which shall be a committee appointed by the Board of Directors of the Association, absent such appointment the Board to serve in such capacity) have been approved, if at all, in writing by the Board of Directors and all necessary governmental permits obtained. Conversions of garages to living space or other uses are hereby prohibited, even though same are not readily apparent from exteriors of applicable Units. Each building, wall fence, or other structure of improvement of any nature, together with landscaping, shall be erected, placed, relocated, altered, or removed only in accordance with the plans and specifications and plot plan so approved and applicable

governmental permits and requirements. Refusal of approval of plans, specifications and location plans, or any of them, may be based on any grounds, including purely aesthetic ones, which in the sole discretion of said Board of Directors are deemed sufficient. Any change in the exterior appearance of any building, wall, fence or other structure or improvements, and any change in the appearance of landscaping, shall be deemed an alteration requiring approval, provided, however, that lights, flags and other decorations customary for holidays shall not require approval hereunder (but may be regulated as to size, quantity, nature and how long they may remain in place).

The structures, improvements and additions requiring approval (including as to the alteration or removal thereof) described above shall include, but are not limited to, fences, walls, swimming pools, screen enclosures, patio or patio extensions, hedges, exterior paint or finish, awnings, shutters, hurricane protection, basketball hoops, swing sets or play apparatus, decorative plaques or accessories, statues, benches and other site furniture, planters, birdhouses, other pet houses, mail or newspaper boxes, exterior lighting, swales, asphaltting, sidewalk/driveway surfaces or treatments or other improvements or changes of any kind, even if not permanently affixed to the land or to other improvements.

The Board of Directors shall have the power to promulgate such rules and regulations (which may be in the form of a manual) as it deems necessary to carry out the provisions and intent of this Section.

The Board of Directors shall have the power to appoint an Architectural Review Committee and to vest in such committee such powers under this Section (and similar powers under other provisions of this Declaration) as the Board of Directors may elect. However, absent an express assignment of the power to approve plans submitted per this Section, the Architectural Review Committee shall only render advice and recommendations to the Board of Directors but, in doing so, may establish procedures for the review of plans and other information accompanying requests for Board of Directors approval. A majority of the Committee may make any recommendation or take any action the Committee is empowered to take, may designate a representative to act for the Committee and may, upon approval of the Board, employ personnel and consultants to act for it. In the event of death, disability or resignation of any member of the Committee, the Board of directors shall have full authority to designate a successor. Neither the members of the Board or Committee shall be entitled to any compensation for services performed pursuant to this covenant, unless engaged by the Association in a professional capacity in which event the member so engaged shall excuse him or her self from any vote by the Committee or the Board, as appropriate, on matters for which he or she is engaged by the Association in a professional capacity.

The Board of Directors shall act on submissions to it within forty-five (45) days after receipt of same (and all further documentation required by it) or else shall be deemed approved.

No request for approval shall be valid or require any action unless and until all Assessments on the applicable Lot (and any interest thereon) have been paid in full or if any other violation of this Declaration or the Association's rules and regulations remain uncorrected.

In light of the fact that the types, styles and locations of Units may differ among the Neighborhoods, in approving or disapproving requests submitted to it hereunder the Board of Directors may vary its standards among the Neighborhoods to reflect such differing characteristics. Accordingly, the fact that the Board of Directors may approve or disapprove a request pertaining to a Lot/Unit in one Neighborhood shall not serve as precedent for a similar request from an Owner in another Neighborhood where one Neighborhood has relevant characteristics differing from the other. In determining standards for architectural approval in specific Neighborhoods, the Board of Directors may, but shall not be required to, consult with the applicable Neighborhood Association or Committee, as appropriate, in such regard, provided that the Board of Directors shall be the final authority in determining and enforcing such standards. In the event that any new improvement or landscaping is added to a Unit/Lot, or any existing improvement on a Unit/Lot is altered, in violation of this Section, the Association shall have all rights and remedies lawfully available to it as well as the specific right (and an easement and license) to enter upon the applicable Lot and remove or otherwise remedy the applicable violation after giving the Owner of the Unit/Lot at least ten (10) days' prior written notice of, and opportunity to cure, the violation in question. The costs of such remedial work and a surcharge of a minimum of \$25.00 (but in no event more than thirty-five percent [35%] of the aforesaid costs) shall be an Individual Assessment against the Unit/Lot, which Individual Assessment shall be payable upon demand and secured by the lien for Assessments provided for in this Declaration.

The approval for any proposed improvements or alterations by the Board of Directors shall not constitute a warranty or approval, as to, and neither the Association nor any Member or representative of the Architectural Review Committee or the Board of Directors shall be liable for, the safety, soundness, workmanship, materials or usefulness for any purpose of any such improvement or alteration nor as to its compliance with governmental or industry codes or standards. By submitting a request for the approval of any improvement or alteration, the requesting Owner shall be deemed to have automatically agreed to hold harmless and indemnify the aforesaid members and representatives, and the Association and its officers and Board of Directors generally, from and for any loss, claim or damages connected with the aforesaid aspects of the improvements or alterations.

The Board of Directors may, but shall not be obligated to, require that any request for its approval be accompanied by the written consent of the Owners of Lots (up to five [5]) adjoining or nearby the Lot/Unit to be altered/improved as described in the request.

Any Owner of a Lot may construct an access ramp as provided or permitted by law, if a resident or occupant of the Unit has a medical necessity or disability that requires a ramp for egress and



ingress. Any Owner desiring to install a disability access ramp shall be required to submit plans to the Association and its Architectural Review Committee in advance of installing the disability access ramp and the Association may modify the design for architectural consistency with surrounding structures and surfaces.

### **Section 11. Visibility at Intersection**

No obstruction to visibility at street intersections or Common area intersections shall be permitted; provided that the Association shall not be liable in any manner to any person or entity, including Owners and Member Permittees, for any damages, injuries or deaths arising from any violation of this Section.

### **Section 12. Trucks, Commercial Vehicles, Recreational Vehicles, Motor Homes, Mobile Homes, Watercraft, Campers, Trailers and Other Vehicles**

No commercial vehicle of any kind shall be parked on The Properties, except for construction or service vehicles temporarily present on business.

No watercraft, trailer, semi-tractor truck with or without trailer, house trailer of any kind, camper, mobile home, motor home, bus, truck, camper, or disabled or inoperative or unlicensed motor vehicle of any kind may be parked or kept on The Properties unless it is fully enclosed inside an enclosed garage. House trailers, semi tractor trucks with trailers, campers, buses, motor homes, mobile homes, truck campers and the like are permitted to be parked on The Properties for loading and unloading purposes only, and then only for a maximum of twelve (12) hours during a twenty-four (24) hour period. Parking for longer periods of time or for special circumstances may be permitted only with approval in writing of the Board of Directors or its designee.

**“Commercial Vehicle”** means any vehicle of every kind whatsoever, which from viewing the exterior of the commercial markings, signs, lettering, displays, equipment, inventory, toolboxes, apparatus or otherwise indicates a commercial use. The absence of commercial type lettering or graphics on a vehicle shall not be dispositive as to whether it is a commercial vehicle. The determination of the Board as to commercial nature of a vehicle shall be binding on an Owner.

**“Truck”** means any motor vehicle which is designed or used principally for the carriage of goods and includes a motor vehicle to which has been added a cabinet box, a bed, a platform, a rack or other equipment for the purpose of carrying goods other than the personal effects of the passengers, whether or not said cabinet box, bed, platform or rack has been enclosed by a cap, “topper”, or other enclosure. This shall not include “pickup trucks” having up to one (1) ton load carrying capacity with single axle rear wheels which are used for primary transportation and which do not have cabinet boxes, platforms, racks or other equipment indicating its use is designed for commercial purposes and shall not include passenger “custom” and like vans (provided same are not “commercial” vehicles as defined above) currently marketed under the following manufacturers name plates: Chrysler Town & Country, Toyota Sienna, and all other



vehicles of similar design and custom passenger vans such as the Toyota Scion. The term truck shall also not include sport utility vehicles used primarily for personal transportation such as Ford Explorer, Chevrolet Suburban, Dodge Durango and the like.

**“Watercraft”** means anything manufactured, designed, marketed or used as a craft for water flotation, capable of carrying one or more persons or personal property.

**“Camper”** means any vehicle, vehicle attachment, vehicle topper, trailer or other enclosure or device of any kind whatsoever, manufactured, designed, marketed or used for the purpose of camping, recreation or temporary housing of people or their personal property.

**“Trailer”** means any vehicle or device of any kind whatsoever which is manufactured, designed, marketed or used to be coupled to or drawn by a motor vehicle.

**“Mobile Home”** means any structure or device of any kind whatsoever which is not self-propelled but which is transportable as a whole or in sections, which is manufactured, designed, marketed or used as a permanent dwelling.

**“Motorcycle”** means any motor vehicle on two or three wheels propelled by an engine of ½ horsepower or more and shall include “ATV”, motor scooter, motorcycle and moped powered by engines of ½ horsepower or more.

**“Motor Home”, “Recreational Vehicle” or “Tour Bus”** means any vehicle which is self-propelled, built on a motor vehicle chassis, and which is primarily manufactured, designed, marketed or used to provide temporary living quarters for camping, recreational or travel use. Vehicles satisfying the foregoing criteria and which contain shower facilities, restroom facilities and full cooking facilities shall be considered motor homes.

No motor vehicle shall be parked anywhere on The Properties, except on an individual driveway, a Neighborhood Common Area parking space, a carport, or within a garage, provided, however that parking on the streets during the day is permitted. Parking on lawns or landscaped areas is prohibited. Parking in the street overnight is also prohibited.

No motor vehicle shall be used as a domicile or residence, either permanent or temporary. Passenger automobiles, SUV’s, vans, and light pick-up trucks with single axle rear wheels in presentable condition and which will fit within an enclosed garage or carport shall be permitted. No visible storage in the beds of light pick-up trucks is permitted.

Any vehicles parked in violation of this section shall be subject to being towed off The Properties at the expense of the Unit Owner having responsibility for the vehicle as well as to disciplinary action against said Owner in accordance with this Declaration and the Association’s rules and regulations.

All golf carts must be insured by their owner on terms acceptable to the Association; may only

be operated in accordance with the Rules and Regulations and the requirements of ARTICLE VII, SECTION 28, hereinafter; and, must be kept in an enclosed garage overnight.

### **Section 13. Parking on Common Areas and Lots/Garages/Carports**

No vehicles of any type shall be parked on any portion of the Common Areas (including swales and roadways) except to the extent, if at all, a portion of the Common Areas are specifically designated for such purposes or such parking is for a social or similar event and, as such, temporary in nature or such parking is authorized in Section 12 above.

All Owners and Member Permittees shall use at least one (1) space in their respective garages or carports, if any, for the parking of a vehicle. In the event that such party keeps a watercraft on a trailer (or some other vehicle or trailer) in the party's garage, the other space, if any, shall still be used for vehicular parking. Garage doors shall be kept closed at all times except when in actual use and during reasonably limited periods when the garage is being cleaned or other activities are being conducted therein which reasonably require the doors to be left open.

No parking shall be permitted on any portion of a Lot except its driveway, carport, garage or other designated parking space. Further, no "stacking" of vehicles shall occur on a regular basis in any driveway.

### **Section 14. Garbage and Trash Disposal**

No garbage, refuse, trash or rubbish (including materials for recycling) shall be placed outside of a Unit except as permitted by the Association. The requirements from time to time of the applicable government authority or other company or association for disposal or collection of waste shall be followed. Except for "dumpsters" used by Neighborhood Associations or the Association which shall be kept in appropriate enclosures, containers must be rigid plastic no larger than the maximum size permitted by Lee County or its contractor and well sealed. Such containers may not be placed out for collection sooner than twenty-four (24) hours prior to scheduled collection and must be removed within twelve (12) hours of collection. In the event that an Owner or occupant of a Lot keeps containers for recyclable materials thereon, same shall be only those furnished by Lee County or its contractor.

### **Section 15. No Drying**

No clothing, laundry or wash shall be aired or dried on any portion of The Properties except on a portion of a Lot which is completely screened from view of all persons other than those on the Lot itself.

### **Section 16. Waterfront Property**

As to all portions of The Properties which have a boundary contiguous to any lake, canal, river, or other body of water, the following additional restrictions and requirements shall be applicable:

- (a) No boathouse, dock, wharf or other structure of any kind shall be erected, placed, altered or maintained on the shores of the lake unless erected by the Association.

- (b) No watercraft, boat trailer or vehicular parking or use of lake slope or shore areas shall be permitted. No watercraft of any type shall be used on any body of water which is part of the Common Areas, except those used by the Association or any contractor thereof for maintenance or other lawful purposes.
- (c) No solid or liquid waste, litter or other materials may be discharged into/onto or thrown into/onto any lake or other body of water or the banks thereof.
- (d) No landscaping (other than that approved by the Board of Directors), fences, structures or other improvements (regardless of whether or not same are permanently attached to the land or to other improvements) shall be placed within any lake maintenance or similar easements around lakes or other bodies of water.
- (e) Any watercraft kept on The Properties shall be subject to Section 12 hereof.
- (f) Any watercraft operated on lakes or other water bodies owned by, or dedicated to, any public authority shall be subject to any regulations of such authority and not to regulation by the Association (which will have no jurisdiction over such areas).

WITH RESPECT TO WATER LEVELS AND QUALITY AND OTHER WATERBODY-RELATED MATTERS, ALL PERSONS ARE REFERRED TO ARTICLE XIII, SECTION 9 HEREOF.

#### **Section 17. Unit Air Conditioners and Reflective Materials**

No air conditioning units may be mounted through windows or walls. No building shall have any aluminum foil placed in any window or glass door or any reflective substance or other materials (except standard window treatments) placed on any glass, except such as may be approved by the Board of Directors for energy conservation purposes.

#### **Section 18. Television, Radio, Electronic Reception Devices**

No outside television, radio or other electronic towers, aerials, antennae, satellite dishes or any device of any type for the reception or transmission of radio or television broadcasts or other means of communication shall hereafter be erected, constructed, placed or permitted to remain on any Lot or up[on any improvement thereon, unless expressly approved in writing by the Board except that this prohibition shall not apply to those antennae specifically covered by 47 C.F.R. Part 1, Subpart S, Section 1.4000, as amended, promulgated under the Federal Telecommunications Act of 1996, as amended from time to time. The Board shall be empowered to adopt rules governing the types of antennae, restrictions relating to safety, location and maintenance of antennae. The Board may adopt and enforce reasonable rules limiting installation of permissible dishes or antennae to side or rear yard locations not visible from the street or neighboring properties, and integrated with the Unit and surrounding landscape, to the extent that reception of an acceptable signal would not be unlawfully impaired by such rules. Antennae shall be installed in compliance with all Federal, State and local laws and regulations, including zoning, land-use and building regulations. No member shall be allowed to operate ham radios, CB base stations or other high powered broadcasting equipment

so as to cause interference with radio and television reception, electronic devices and the operation of home appliances of any other Member.

### **Section 19. Renewable Resource Devices**

Nothing in this Declaration shall be deemed to prohibit the installation of energy devices based on renewable resources (e.g., solar collector panels, heat pumps); provided, however, that same shall be installed only in accordance with the reasonable standards adopted from time to time by the Board of Directors and with the Architectural Review Committee's approval and recommendation. Such standards shall comply with Florida statute 163.04 (1994) and shall be reasonably calculated to maintain the aesthetic integrity of The Properties without making the cost of the aforesaid devices prohibitively expensive.

### **Section 20. Driveway and Sidewalk Surfaces**

No Owner shall install on a Lot any sidewalk or driveway which has a surface material and/or color which is different from the materials and colors originally used unless approved by the Board. Further, no Owner shall change any existing sidewalk or driveway in a manner inconsistent with this Section.

### **Section 21. Artificial Vegetation**

No artificial grass, plants or other artificial vegetation, or rocks or other landscape devices shall be placed or maintained upon the exterior portion of any Lot without the prior approval of the Board of Directors.

### **Section 22. Conservation Easement**

There will be no development activity within, or removal of native vegetation from, the property subject to the Deed of Conservation Easement referred to in [Article IV, Section 5](#). Further the conservation areas are hereby dedicated as General Common Areas; they shall be the perpetual responsibility of the Association and may in no way be altered from their natural state.

Activities prohibited within the conservation areas include, but are not limited to, construction or placing of buildings on or above the ground; dumping or placing soil or other substances such as trash; removal or destruction of trees, shrubs or other vegetation – with the exception of exotic/nuisance vegetation removal; excavation; dredging or removal of soil materials; diking or fencing; any other activities detrimental to drainage, flood control, water conservation, erosion control or fish and wildlife habitat conservation or preservation.

### **Section 23. Gatehouse Procedures; Roving Patrols**

All Owners shall be responsible for complying with and ensuring that their Members' Permittees and invitees comply with, all procedures adopted for controlling access to and upon The Properties through any gatehouse serving The Properties or any portion thereof as well as Common Area roadways and other portions of the Common Areas, as such procedures and restrictions are adopted and amended from time to time.

**All Owners and other occupants of Units are advised that any gatehouse staff and system, as well as any roving patrol/surveillance personnel serving The Properties are not law enforcement officers are are not intended to supplant same, such persons being engaged, if at all, only for the purpose of monitoring access to The Properties and observing activities therein which are readily apparent to such persons. The foregoing is subject at all times to the disclaimer of duties and liabilities as set forth in Article XIV of this Declaration.**

#### **Section 24. Underground Lines; Utilities; Pipes**

No lines or wires for communication or the transmission of current shall be constructed, or placed within the Common Areas unless the same shall be protected cables: all such lines or wires which are not located in buildings shall be constructed or placed and maintained underground, unless otherwise approved in writing by the Association. No water pipe, gas pipe, sewer pipe, drainage pipe or storage tank shall be installed or maintained above the surface of the ground, except hoses and movable pipes used for temporary irrigation purposes.

#### **Section 25. Lighting**

All exterior lighting or structures or landscaping shall be accomplished in accordance with plans approved in writing by the Association. Except as may have been initially installed or subsequently approved by the Board of Directors, no spotlights, floodlights or similar high intensity lighting shall be placed or utilized upon any Lot which in any way will allow light to be reflected on any other Lot or the improvements thereon, or upon any Common Areas or any part thereof. Other types of low intensity lighting, including normal and customary Christmas or other holiday decorations, which do not unreasonably disturb other Owners or occupants of Units within The Properties, shall be allowed.

#### **Section 26. Correction of Health and Safety Hazards**

Any conditions of The Properties and/or improvements thereon which are reasonably deemed by the Board of Directors to be an immediate hazard to the public health or safety may be corrected as an emergency matter by the Association and the cost thereof shall be charged to the responsible Owner or Association.

#### **Section 27. Unit Protective Devices**

Any hurricane or other protective devices visible from the outside of a Unit proposed to be installed from and after the recordation of this Declaration shall be of a type as approved by the Board of Directors in accordance with the guidelines as promulgated by the Board of Directors. If the hurricane or other protective devices consist of roll-up or accordion style shutters or storm panels the Owner may install, operate or have them in the closed or down position for the purpose of securing the Owner's Unit or for any other reason whatsoever.

#### **Section 28. Unlicensed Operators & Unlicensed Vehicles**

The operation of any motor vehicle as that term is defined under Florida Law, which is propelled by any motor other than human muscle power including, but not limited to, gasoline or electric

power and which further require the operator of that vehicle while on public streets, roads or thoroughfares within the State of Florida to possess a valid driver's license shall be prohibited operation or use on streets, roads, Common Areas and/or sidewalks within The Properties unless the motor vehicle is operated by a person with a valid driver's license. The term "motor vehicle" extends to and includes, but is not limited to, motorized bicycles (mopeds), motorized skateboards, motorized scooters (go-peds), go-carts, golf carts, segways and similar motorized toy vehicles. The term motor vehicles does not include motorized wheelchairs which are operated by persons who require wheelchairs for mobility.

### **Section 29. Variances**

The Board of Directors of the Association shall have the right and power to grant variances from the provisions of this Article VII and from the Association's rules and regulations for good cause shown, as determined in the reasonable discretion of the Board. No variance granted, as aforesaid shall alter, waive or impair the operation or effect of the provisions of this Article VII in any instance in which such variance is not granted.

### **Section 30. Additional Rules and Regulations**

In addition to the rules and regulations manual which may be adopted and amended from time to time by the Board of Directors, the Board of Directors of the Association may adopt rules and regulations governing the maintenance and use of The Properties (including Lots and Common Areas). The Board of Directors shall make reasonable efforts to publicize such rules and regulations, including any amendments thereto which may be made by the Board of Directors from time to time, but shall not be required to record same in the public records of Lee County. Any such rules and regulations shall be either (i) in furtherance of specific provisions of this Declaration or (ii) reasonably calculated to enhance the orderly and peaceful appearance, use and/or operation of The Properties but, in either case, shall not conflict with any provision of this Declaration, the Articles or Bylaws. Subject to the foregoing standard, rules and regulations may prohibit (as opposed to simply regulate) certain uses or installations notwithstanding that such prohibition is not set forth above. Further, rules and regulations may vary from Neighborhood to Neighborhood or between Villages in order to reflect any different characteristics thereof or wishes of the Owners therein.

## **ARTICLE VIII RESALE, LEASE AND OCCUPANCY RESTRICTIONS**

### **Section 1. Estoppel Certificate; Documents**

No owner may sell or convey his interest in a Lot unless all sums due the Association are paid in full and an Estoppel certificate in recordable form to such effect shall have been received by the Owner. If all such sums have been paid, the Association shall deliver such certificate within ten (10) days of a written request therefor. The Owner requesting the Certificate may be required by

the Association to pay to the Association a reasonable sum to cover the costs of examining records and preparing this certificate.

Owners shall be obligated to deliver the Declaration, Articles, Bylaws and Rules and Regulations he/she/it received when said Owner took title to the Unit or thereafter to any grantee of such Owner.

### **Section 2. Leases**

No portion of a Lot or Unit (other than an entire Lot or Unit) may be rented or leased. All leases shall be in writing and shall provide (or be automatically deemed to provide) that the Association shall have the right to terminate the lease upon default by tenant in observing any of the provisions of this Declaration, the Articles of Incorporation and Bylaws of the Association and its applicable rules and regulations or other applicable provisions of any agreement, document or instrument governing The Properties or administered by the Association. The renting or leasing of Lots and Units shall also be subject to the prior written approval of the Association, which approval shall not be unreasonably withheld and which shall be deemed given if the Association does not deny approval within fifteen (15) days of its receipt of a request for approval together with a copy of the proposed lease and all supporting information reasonably requested by the Association.

No Lot or Unit may be rented or leased for periods of less than thirty (30) days or one (1) calendar month, whichever is less.

No Owner leasing his/her/its Unit shall be entitled to transfer any use rights in and to Common Areas (other than access rights over Common Area roadway/sidewalks) unless such Owner first delivers to the Association (i) a transfer fee in an amount established by the Board of Directors and (ii) a completed transfer application in the form prescribed by the Board of Directors. Any such transfer of rights may be made for a term of no less than thirty (30) days and may only be made four (4) times per year (even if to the same party more than once per year). Further, no transfer shall be valid for a period of more than twelve (12) months. A transfer of rights hereunder shall vest in the tenant such use rights in and to the Common Areas as are appurtenant to the Lot/Unit being transferred and shall divest the Owner of such rights for the period for which the transfer is effective.

Accordingly, any and all rights afforded Owners and Members' Permittees under this Declaration with respect to the Common Areas (again, other than access) shall be subject to the requirements of this provision.

The Owner will be jointly and severally liable with the tenant to the Association for any amount which is required by the Association to effect such repairs or to pay any claim for injury or damage to property caused by acts of commission or omission by the tenant.



### **Section 3. Members' Permittees**

No Lot or Unit shall be occupied by any person other than the Owner(s) thereof or applicable Members' Permittees and in no event other than as a residence. For purposes of this Declaration, a Member's Permittees shall be the following persons and such persons' families, provided that the Owner or other permitted occupant must reside with his/her/its family:

- (i) An individual Owner(s),
- (ii) An officer, director, stockholder or employee of a corporate Owner,
- (iii) A partner in or employee of a partnership Owner,
- (iv) A fiduciary or beneficiary of an ownership trust, or
- (v) Occupants named or described in a lease or sublease, but only if approved in accordance with this Declaration.

Under no circumstances may more than one family reside in a Unit at one time. In no event shall occupancy (except for temporary occupancy by guests) exceed two (2) persons per bedroom and one (1) person per den (as defined by the Association for the purpose of excluding from such definition living rooms, dining rooms, family rooms, country kitchens and the like). The Board of Directors shall have the power to authorize occupancy of a Unit by persons in addition to those set forth above.

### **Section 4. Use of Common Area Amenities**

The Owners of each Lot/Unit are entitled to only one (1) membership for each Lot/Unit owned. The right to access and use the common property within the Lexington Community Association for each membership shall be limited to persons comprising one "family" as defined by [Article I, Section 1, paragraph \(k\)](#). If a Lot/Unit is owned by two (2) or more persons who are not a "family" as defined in Article I, Section 1, paragraph (k), or is owned by a partnership, corporation or other entity which is not a natural person, the Owner is required to select and designate one (1) family as defined to utilize the membership. Once the Owner has designated one (1) family, no more than four (4) changes to the persons designated as "family" may occur in any calendar year.

## **ARTICLE IX ENFORCEMENT; ARBITRATION; LITIGATION**

### **Section 1. Compliance by Owners**

Every Owner and Members' Permittee shall comply with the restrictions and covenants set forth herein and any and all rules and regulations which from time to time may be adopted by the Board of Directors of the Association.



## **Section 2. Violations**

Failure of an Owner or his Member's Permittee to comply with such restrictions, covenants or rules and regulations shall be grounds for immediate action which may include, without limitation, an action to recover sums due for damages, injunctive relief, or any combination thereof, all to the extent of the Owner's liability under applicable law. The Association shall have the right to suspend the rights of use of General Common Areas of defaulting Owners and to impose fines pursuant to Section 6 of this Article IX. The offending Owner shall be responsible for all costs of enforcement including attorneys' fees actually incurred and court costs.

## **Section 3. Dispute Resolution**

Disputes shall be addressed and resolved as permitted or required by law, and each party shall be entitled to pursue any and all remedies as provided by Florida Law.

## **Section 4. Arbitration of Certain Claims**

In the event that there are any warranty, negligence or other claims against the Declarant or any party having a right of contribution from, or being jointly and severally liable with, the Declarant (the "Claims") relating to the design, construction, furnishing or equipping of The Properties, same shall be adjudicated pursuant to binding arbitration, rather than civil litigation, if permitted by the Florida Arbitration Code (the "Code"), Chapter 682, Florida Statutes for such Claim in the following manner unless otherwise provided by law or applicable rules:

- (a) The party making the Claim(s) which shall include the Association as well as any Owner (the "Claimant") shall notify the Declarant in writing of the Claims, specifying with particularity the nature of each component thereof and providing a true and complete copy of each and every report, study, survey or other document supporting or forming the basis of the Claims.
- (b) Within thirty (30) days of receipt of the notice of the Claims, the Declarant will engage, at its own expense, a duly licensed engineer or architect, as appropriate (the "Arbitrator") to serve as the arbitrator of the Claims pursuant to the Code. Such engineer or architect shall be independent of the Declarant and the Claimant, not having any then-current business relationship with the Declarant or Claimant, other than by virtue of being the Arbitrator. Upon selecting the Arbitrator, the Declarant shall notify the Claimant of the name and address of the Arbitrator.
- (c) Within thirty (30) days after the Declarant notifies the claimant of the name and address of the Arbitrator, the Claimant and the Declarant shall be permitted to provide the Arbitrator with any pertinent materials to assist the Arbitrator in rendering his/her findings.
- (d) Within sixty (60) days from the date of his appointment, the Arbitrator shall review the Claims and supporting materials, inspect the relevant portions of The Properties and all appropriate plans, specifications and other documents relating thereto, and render a report

(the “Final Report”) to the Declarant and the Claimant setting forth on an item by item basis his findings with respect to the Claims and the method of correction of those he finds to be valid. If the Declarant so requests, by written notice to the Arbitrator, the Arbitrator will specify the estimated cost of the correction of each of those Claims he finds to be valid and shall offset therefrom costs reasonably attributable to any Association failure to maintain or mitigate or to any contributory negligence, in all cases whether chargeable to the Claimant or others. At the request of the Claimant or Declarant that conference be held to discuss the Claims, such a conference shall be held, and the Arbitrator shall establish procedures, guidelines and ground rules for the holding of the conference. The Claimant and the Declarant shall be entitled to representation by an attorney and any other expert at the conference. In the event such a conference is held, the sixty (60) day time period referenced in this Section 4(d) shall be extended as the Arbitrator deems warranted. At the conference the Arbitrator shall notify the Declarant and Claimant as to when the Final Report shall be issued.

- (e) The Declarant shall have one hundred eighty (180) days after receipt of the Final Report in which to (i) correct the claims found to be valid or (ii) pay to the Claimant the amount estimated by the Arbitrator to be the cost to correct same after the offset referred to in Section 4(d) above.
- (f) As to those matters the Declarant elects to correct, upon completion of all corrective work the Declarant will so notify the Arbitrator (with a copy of such notice to Claimant) and the Arbitrator shall then inspect the corrected items and render a report (the “Remedial Report”) to the Declarant and the Claimant on whether those items have been corrected. Such procedure shall be repeated as often as necessary until all items have been corrected.
- (g) For all purposes, the Final Report and the Remedial Report of the Arbitrator will constitute binding and enforceable arbitration awards as defined in Florida Statutes Section 682.09 and any party affected by such reports will have the right to seek the enforcement of same in a court of competent jurisdiction. Moreover, no party will have the right to seek separate judicial relief with respect to arbitration awards, except in accordance with Florida Law, and then only upon the specific grounds and in the specified manner for the vacation of such awards as established by Florida Statute Section 682.13.
- (h) The Arbitrator shall not be liable to the Association, the Claimant or the Declarant by virtue of the performance of his or her services hereunder, fraud and corruption excepted.
- (i) The procedures set forth above shall also be the sole means by which disputes as to association finances (including without limitation, the Declarant’s payment of assessments, deficit funding obligations, if any, the handling of reserves and the keeping of accounting records), except that the Arbitrator shall be a Certified Public Accountant who (i) is a member of Community Associates Institute and (ii) meets the independence test set forth above.

- (j) In the event that there is any dispute as to the legal effect or validity of any of the Claims (e.g. as to standing, privity of contract, statute of limitations or laches, failure to maintain or mitigate, existence of duty, foreseeability, comparative negligence, the effect of disclaimers or the interpretation of this Declaration as it applies to the Claims), such dispute shall be submitted to arbitration, as herein provided, by a member in good standing of the Florida Bar chosen by the Declarant, which arbitrator shall be independent of the Declarant and the Claimant as set forth above. In such event, all time deadlines which cannot be met without the resolution of such disputed matters shall be suspended for such time as the arbitration provided for in this subsection continues until final resolution.

### **Section 5. Litigation**

While it is the intention of the Declarant that Section 4 above, be given full effect in every possible case, in the event that it does not apply to a particular circumstance then this Section shall control. No judicial or administrative proceeding shall be commenced or prosecuted by the Association unless approved by a vote of seventy-five percent (75%) of all members inclusive of the Declarant. Notwithstanding anything in this Declaration or the Articles of Incorporation or Bylaws to the contrary, the aforesaid votes shall be cast by the Members themselves at a special meeting thereof and the aforesaid percentage shall be of all the Members rather than just those attending the meeting or voting. This Section shall not apply, however, to (a) actions brought by the Association against parties other than the Declarant to enforce the provisions of this Declaration (including, without limitation, the foreclosure of liens and the imposition of fines), (b) the imposition and collection of Assessments, as provided herein, (c) proceedings involving challenges to ad valorem taxation, or (d) counterclaims brought by the Association in proceedings instituted against it. This Section shall not be amended unless such amendment is made by the Declarant or is approved by the percentage votes, and pursuant to the same procedures, necessary to institute proceedings as provided herein.

### **Section 6. Redress of Violations**

For violations of the provisions of this Declaration, Bylaws or any applicable rule and/or regulation, the Association shall be entitled to pursue any action, including any appeals, in law and/or equity to levy fines and to suspend General Common Area use rights as provided by Florida Law. Each party shall bear its own costs incurred prior to and during any proceedings undertaken to redress a violation. The prevailing party in any action or appeal shall be entitled to recover its costs and reasonable fees for attorneys or other representatives. Fines or damages awarded to the Association pursuant to this Section 6 shall be treated as a special charge due to the Association ten (10) days after written notice from the Association to the owner of the imposition of the fine. If not paid by the due date, the fine and/or damages shall accrue interest at the highest rate allowed by law and may themselves be subject of late payment fee(s). All monies received from fines or damages to this Section shall become part of the Association's common surplus. All notices called for in this Section shall be sent by certified mail, return

receipt requested, and shall be effective upon mailing.

### **Section 7. Non-Applicability to Assessments**

The requirements of Section 6 hereof do not apply to the imposition of suspensions or fines upon any Member because of the failure of the Member to pay Assessments or other charges when due if such action is authorized by this Declaration or the Association's Articles or Bylaws.

### **Section 8. Non-Impairment of Access or Parking Rights**

Suspension of Common Area use rights under Section 6 shall not impair the right of an Owner or Member's Permittee to have vehicular and pedestrian ingress to and egress from The Properties including, but not limited to, the right to park in an assigned parking area.

### **Section 9. Waiver of Jury Trial**

By the acceptance of the covenants and obligations herein, all Owners, the Association and Member's Permittees knowingly, voluntarily, and intentionally waive the right to a trial by jury with respect to any litigation arising out of this Declaration, the Articles, the Bylaws and the Association's rules and regulations or out of any course of conduct, course of dealing, statements (either verbal or written), or actions of any affected party.

### **Section 10. Association's Rights**

The Association is further entitled to pursue any and all of its legal remedies in enforcing its governing documents.

## **ARTICLE X DAMAGE OR DESTRUCTION TO COMMON AREAS**

Damage to or destruction of all or any portion of the Common Areas shall be addressed in the following manner, notwithstanding any provision to the contrary:

### **Section 1. Sufficient Insurance Coverage**

In the event of damage to or destruction of the General Common Areas, if insurance proceeds are sufficient to effect total restoration, the Association shall cause such portions of the General Common Areas to be repaired and reconstructed substantially as it previously existed.

### **Section 2. Insurance Coverage Within \$100,000**

If the insurance proceeds are within One Hundred Thousand Dollars (\$100,000) or less of being sufficient to effect the total restoration of the General Common Areas, then the Association shall cause such portions of the General Common Areas to be repaired and reconstructed substantially as they previously existed and the difference between the insurance proceeds and the estimated cost of such work shall be levied as a Special Assessment against each of the Owners in equal

shares, on a Neighborhood, Village or overall basis, as appropriate, in accordance with the provisions of Article V of this Declaration.

### **Section 3. Insurance Coverage Insufficient by More Than \$100,000**

If the insurance proceeds are insufficient by more than One Hundred Thousand Dollars (\$100,000.00) to effect total restoration of the General Common Areas, then by written consent or vote of a majority of the Members at a duly called meeting of the members where a quorum of the members are present in person or by proxy they shall determine whether (i) to rebuild and restore the General Common Areas in substantially the same manner as they existed prior to damage and raise the necessary funds over the insurance proceeds by levying Special Assessments against all Members (or those in the affected Neighborhood or Village, if appropriate), (ii) to rebuild and restore in a way which is less expensive than replacing the General Common Areas in substantially the same manner as they existed prior to being damaged, or (iii) to not rebuild and to retain the available insurance proceeds.

### **Section 4. Member's Liability**

Each Member shall be liable to the Association for any damage to the General Common Areas which may be sustained by reason of the negligence or willful misconduct of any Member or his/her/its Member Permittees. Notwithstanding the foregoing, the Association reserves the right to charge such Member an Assessment equal to the increase, if any, in the insurance premium directly attributable to the damage caused by such Member or his/her/its Member Permittees. In the case of joint ownership of a Unit, the liability of such Member shall be joint and several. The cost of correcting such damage shall be an Individual Assessment against the Member and may be collected as provided herein for the collection of Assessments.

## **ARTICLE XI INSURANCE**

### **Section 1. Common Areas**

The Association shall keep all improvements (other than foundations, landscaping and other components not usually insured) facilities and fixtures located within the General Common Areas insured against loss or damage by fire or other casualty for the full insurable replacement value thereof (with reasonable deductibles and normal exclusions for land, foundation, excavation costs and similar matters), and may obtain insurance against such other hazards and casualties as the Association may deem desirable. The Association may also insure any other property, whether real or personal, owned or maintained by the Association, against loss or damage by fire and such other hazards as the Association may deem desirable, with the Association as owner and beneficiary of such insurance for and on behalf of itself and all Members. The insurance coverage with respect to the General Common Areas shall be written

in the name of, and the proceeds thereof shall be payable to, the Association. Insurance proceeds shall be used by the Association for the repair or replacement of the property for which the insurance was carried, unless otherwise permitted by this Declaration. Premiums for all insurance carried by the Association are common expenses included in the Assessments made by the Association.

To the extent obtainable at reasonable rates, the insurance policy(ies) maintained by the Association shall contain provisions, or be accompanied by endorsements, for: an agreed amount of inflation guard, demolition costs, contingent liability from operation of building laws and increased costs of construction. All insurance policies shall contain standard mortgagee clauses, if applicable.

The Association shall also maintain flood insurance on the insurable improvements on the General Common Areas in an amount equal to the lesser of 100% of replacement costs of all customarily insurable improvements (if any) within the General Common Areas or the maximum amount of coverage available under the National Flood Insurance Program, in either case if the insured improvements are located in a flood zone as to which mortgage lenders customarily require such insurance.

### **Section 2. Replacement or Repair of Property**

In the event of damage or destruction of any portion of the General Common Areas, the Association may repair or replace same in accordance with Article X.

### **Section 3. Waiver of Subrogation**

As to each policy of insurance maintained by the Association, which shall not be voided or impaired thereby, the Association hereby waives and releases all claims against the Board, the Members, Declarant and the agents and employees of each of the foregoing, with respect to any loss covered by such insurance, whether or not caused by negligence of or breach of any agreement by said persons, but only to the extent that insurance proceeds are received in compensation of such loss.

### **Section 4. Liability and Other Insurance**

The Association shall have the power to and shall obtain comprehensive public liability insurance, including medical payments and malicious mischief, with coverage of at least \$1,000,000.00 (if available at reasonable rates and upon reasonable terms) for any single occurrence, insuring against liability for bodily injury, death and property damage arising from activities of the Association or with respect to property under its jurisdiction, including, if obtainable, a cross liability endorsement insuring each Member against liability to each other Member and to the Association and vice versa and coverage for legal liability resulting from lawsuits related to employment contracts shall also be maintained. The Association may also obtain Worker's Compensation Insurance and other liability insurance as it may deem desirable, insuring each Member and the Association and the Board of Directors and officers, from liability

in connection with the General Common Areas, the premiums for which shall be Common Expenses and included in the Assessments made against the Members. The Association may also obtain such other insurance as the Board deems appropriate. All insurance policies shall be reviewed at least annually by the Board of Directors and the limits increased in its discretion.

The Association may also obtain such errors and omissions insurance, indemnity bonds, fidelity bonds and other insurance the Board deems advisable, insuring the Board or any management company engaged by the Association against any liability for any act or omission in carrying out their obligations hereunder, or resulting from their membership on the Board or any committee thereof. At a minimum, however, there shall be a blanket fidelity bonding of anyone (compensated or not) who handles or is responsible for funds held or administered by the Association, with the Association to be an obligee thereunder. Such bonding shall cover the maximum funds to be in the hands of the Association or management company during the time the bond is in force. In addition, the fidelity bond coverage must at least equal the sum of three (3) months' of regular Assessments, plus all reserve funds.

#### **Section 5. Blanket Insurance**

The requirements of this Article may be met by way of the Association being an insured party under any coverage obtained by the Association together with any other association(s) as long as such coverage is in accordance with the amounts and other standards stated in this Article.

## **ARTICLE XII SPECIAL COVENANTS**

#### **Section 1. Preamble**

In recognition of the fact that certain types of platting and/or construction require special types of covenants to accurately reflect the maintenance and use of the affected Lots and Units, the following provisions of this Article XII shall apply in those cases where the below-described types of improvements are constructed within The Properties.

#### **Section 2. Zero Lot Line Maintenance Easement**

When any Lot (the "Servient Lot") abuts another Lot (the "Dominant Lot") on which the exterior wall of a unit has been or can be constructed against or immediately contiguous to the interior property (perimeter) line shared by the Dominant Lot and the Servient Lot, then the Owner of the Dominant Lot shall have an easement over the Servient Lot, which easement shall be of a width contiguous to the interior property line running from the front of the rear property line of the Servient Lot reasonably necessary for the following purposes:

- (i) For installation, maintenance, repair, replacement and the provision of utility services, equipment and fixtures to serve the Dominant Lot, including but not limited to,



electricity, telephone, sewer, water, lighting, irrigation, drainage and Community Systems.

- (ii) Of support in and to all structural members, footings and foundations of the Unit or other improvements which are necessary for support of the Unit or other improvements on the Dominant Lot. Nothing in this Declaration shall be construed to require the Owner of the Servient Lot to erect, or permit the erection of additional columns, bearing walls or other structures on it Lot for the support of the Dominant Lot.
- (iii) For entry upon, and for ingress and egress through the Servient Lot, with persons, materials and equipment, to the extent reasonably necessary in the performance of the maintenance, repair, replacement of the Unit or any improvements on the Dominant Lot.
- (iv) For overhanging troughs or gutters, downspouts and the discharge therefrom of rainwater and the subsequent flow thereof over the easement area and the Common Areas.

An Owner of a Servient Lot shall do nothing on his/her/its Lot which unreasonably interferes with or impairs the use of the easement.

### **Section 3. Party Walls**

Each wall and fence, if any, built as part of the original construction of the Lots/Units within The Properties and placed on the dividing line between the Lots/Units and acting as a community shared wall or fence shall constitute a party wall and each Owner shall own that portion of the wall and fence which stands on his own Lot with a cross-easement of support in the other portion. If a wall or fence separating two (2) Units or Lots, and the extensions of such wall or fence shall lie entirely within the boundaries of one Lot, such wall or fence, together with its extension, shall also be a party wall and the owner of the adjacent Lot shall have perpetual easement to benefit from the party wall as if same were subject to the foregoing sentence. Easements are reserved in favor of all Lots and the Common Areas for overhangs or other encroachment resulting from original construction and reconstruction as aforesaid.

Anything to the contrary notwithstanding, where adjacent Units share only a portion of a wall (e.g. where one-story Units abuts a two-story Unit), only that portion of the wall actually shared by both Units shall be deemed a party wall. That portion of the wall lying above the one-story Unit and used exclusively as a wall for the second floor of the abutting two-story Unit shall not be deemed a party wall, but shall be maintained and repaired exclusively by the Owner of the two-story Unit even if lying in whole or in part on the abutting Lot on which the one-story Unit is constructed and over the roof and other portions of such abutting one-story Unit with an easement to permit the upper portion of the wall of the two-story Unit to be maintained and repaired by the Owners of the Lot on which such two-story Unit is constructed.

The costs of reasonable repair and maintenance of a party wall shall be shared equally by the Owners who make use of the wall.

If a party wall is destroyed or damaged by fire or other casualty, any Owner who has used the



wall may restore same, but shall not construct or extend same to any greater dimension than that existing prior to such fire or other casualty, without the prior written consent of the adjacent Lot Owner. The extension of a party wall used by only a two-story Unit abutting a one-story Unit shall be promptly and diligently repaired and/or replaced by the Owner of the two-story Unit at his/her/its sole cost and expense, even if lying in whole or in part on the abutting Lot. No part of any addition to the dimension of said party wall or of any extension thereof already built that may be made by any of said Owners, or by those claiming any under them, respectively, shall be placed upon the Lot of the other Owner, without the written consent of the latter first obtained, except in the case of the aforesaid wall of a two-story Unit. If the other Owner thereafter makes use of the party wall, he/she/it shall contribute to the cost of restoration thereof in proportion to such use, without prejudice, however, to the right of any such Owner to call for a larger contribution from the other under any rule of law regarding liability for negligent or willful acts or omissions. Notwithstanding any other provision of this Section, if any Owner, by his/her/its negligent or willful act, causes that part of the party wall not previously exposed to be exposed to the elements, such Owner shall bear the whole cost of furnishing the necessary protection against the elements.

The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successors in title. Upon conveyance or other transfer of title, the liability hereunder of the prior Owner shall cease.

In the event of any dispute arising concerning a party wall or otherwise under the provisions of this Article, such dispute shall be resolved per the dispute resolution process set forth in Article IX, Section 3 hereof.

#### **Section 4. Condominiums**

With respect to any portion of The Properties submitted to the condominium form of ownership involving mandatory membership in an association in addition to the Association hereunder (a "Multifamily Regime"), then the following special provisions shall apply:

- a) The Multifamily Regime, or any series of same within an area specified in a Supplemental Declaration, shall constitute a distinct Neighborhood.
- b) The board of directors of the Multifamily Regime's association (the "Multifamily Association") shall constitute the Neighborhood Committee for such Neighborhood.
- c) For purposes of complying with and enforcing the standards of maintenance contained herein, the residential buildings and any appurtenant facilities shall be treated as a Unit and any other portion of the Multifamily Regime shall be treated as an unimproved portion of the Lot, with the applicable association to have the maintenance duties of an Owner as set forth herein. Such association shall also be jointly and severally liable with its members for any violation of the use restrictions set forth in this Declaration or of the rules and regulations of the Association.
- d) As distinguished from maintenance duties, Assessments hereunder shall be levied

against, and be secured by lien upon each individual Lot within the Multifamily Regime and shall be the direct obligation of the Owner thereof, provided, however, that this provision shall not prevent the Association from entering into an agreement with a Multifamily Association pursuant to which the Multifamily Association acts as a collection agent (although in no event shall Assessments due under this Declaration be deemed a common expense of such Multifamily Association).

- e) With respect to the Board of Directors: (i) no Multifamily Association shall make any improvements or alterations on or to the property under its jurisdiction without first having secured the approval of the Board of Directors as provided herein and (ii) in the event that an individual Owner of a Multifamily Regime Unit desires to make alterations to the exterior of his/her/its Unit, a request for the approval thereof shall be submitted to the Board of Directors as required by this Declaration, but such request shall be accompanied by evidence that the Multifamily Association having jurisdiction thereover has already approved same or has no authority to review same, absent which the Board of Directors shall not consider the submission.

## **ARTICLE XIII**

### **GENERAL PROVISIONS: DISCLAIMERS OF LIABILITY**

#### **Section 1. Duration**

The covenants and restrictions of this Declaration shall run with and bind The Properties, and shall inure to the benefit of and be enforceable by the Association, the Board of Directors, and the Owner of any Lot/Unit subject to this Declaration and their respective legal representative, heirs, successors and assigns, for a term of ninety-nine (99) years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years each unless an instrument signed by the then Owners of 75% of all the Lots subject hereto and of 100% of the mortgages thereof has been recorded, agreeing to revoke said covenants and restrictions; provided, however, that no such agreement to revoke shall be effective unless made and recorded in advance of the effective date of such revocation, and unless written notice of the proposed agreement is sent to every Owner at least ninety (90) days in advance of any signatures being obtained.

#### **Section 2. Notice**

Any notice required to be sent to any Member or Owner under the provisions of this Declaration shall be deemed to have been properly sent when personally delivered or mailed, postpaid, to the last known address as the person who appears as Member or Owner on the records of the Association at the time of such mailing.

### **Section 3. Severability**

Invalidation of any one of these covenants or restrictions or any part, clause or word hereof, or the application thereof in specific circumstances, by judgement or court order shall not affect any other provisions or applications in other circumstances, all of which shall remain in full force and effect.

### **Section 4. Amendment**

In addition to any other manner herein provided for the amendment of this Declaration, included but not limited to Article IX, Section 5, the covenants, restrictions, easements, charges and liens of this Declaration may be amended, changed, deleted or added to at any time and from time to time upon recordation of an instrument upon the approval of not less than 66 2/3% votes of those Members present in person or by proxy at a duly called meeting of the Association at which a quorum has been attained. Also, any amendment to [Article IV, Section 2](#) and [Article V, Section 8](#) shall also require approval by a majority of the Directors from each Village. No amendment hereto which affects the Surface Water Management System or the Deed of Conservation Easement referred to in [Article IV, Section 5](#) shall be made without approval of the South Florida Water Management District.

### **Section 5. Effective Date**

This Declaration as amended and restated shall become effective upon its recordation in the Public Records of Lee County.

### **Section 6. Conflict**

This Declaration shall take precedence over conflicting provisions in the Articles of Incorporation, Bylaws or rules and regulations of the Association and said Articles shall take precedence over the Bylaws and rules and regulations and the Bylaws shall take precedence over the rules and regulations.

### **Section 7. Easements**

Should the intended creation of any easement provided for in this Declaration fail by reason of the fact that at the time of creation there may be no grantee in being having the capacity to take and hold such easement or no separate ownership of the dominate and servient estates, then any such grant of easement deemed not to have been so created shall nevertheless be considered as having been granted directly to the Association as agent for such limited grantees, or to be a “springing easement” for the purpose of allowing the original party or parties to whom, or the original party to which, the easements were originally intended to have been granted the benefit of such easement and the Owners designate hereby the Association as their lawful attorney-in-fact to execute any instrument on such Owners’ behalf as may hereafter be required or deemed necessary for the purpose of later creating such easement as it was intended to have been created herein. Formal language of grant or reservation with respect to such easements, as appropriate, is incorporated in the easement provisions hereof to the extent not so recited in some or all of

such provisions.

### **Section 8. Notices and Disclaimers as to Community Systems**

The Association, or its successors, assigns or franchisees and any applicable cable or other telecommunications system operator (an “operator”) may enter into contracts for the provision of security services through any Community Systems. THE ASSOCIATION, OPERATORS AND THEIR FRANCHISEES, AND ANY OTHER OPERATOR, DO NOT GUARANTEE OR WARRANT, EXPRESSLY OR IMPLIEDLY, THE MERCHANTABILITY OR FITNESS FOR USE OF ANY SUCH SECURITY SYSTEM OR SERVICES, OR THAT ANY SYSTEM OR SERVICES WILL PREVENT INTRUSIONS, FIRES OR OTHER OCCURRENCES, OR THE CONSEQUENCES OF SUCH OCCURRENCES, REGARDLESS OF WHETHER OR NOT THE SYSTEM OR SERVICES ARE DESIGNED TO MONITOR SAME; AND EVERY OWNER OR OCCUPANT OF PROPERTY SERVICED BY THE COMMUNITY SYSTEMS ACKNOWLEDGES THAT THE ASSOCIATION OR ANY OF THE OTHER AFORESAID ENTITIES AND ANY OPERATOR, ARE NOT INSURERS OF THE OWNER OR OCCUPANT’S PROPERTY OR OF THE PROPERTY OF OTHERS LOCATED ON THE PREMISES AND WILL NOT BE RESPONSIBLE OR LIABLE FOR LOSSES, INJURIES OR DEATHS RESULTING FROM SUCH OCCURRENCES. It is extremely difficult and impractical to determine the actual damages, if any, which may proximately result from a failure on the part of a security service provider to perform any of its obligations with respect to security services and, therefore, every owner or occupant of property receiving security services through the Community Systems agrees that the Association or any successor, assign, or franchisee thereof and any Operator assumes no liability for loss or damage to property or for personal injury or death to persons due to any reason, including, without limitation, failure in transmission of an alarm, interruption of security services or failure to respond to an alarm because of (i) any failure of the Owner’s security system, (ii) any defective or damaged equipment, device, line or circuit, (iii) negligence, active or otherwise, of the security service provider or its officers, agents or employees, or (iv) fire, flood, riot, war, act of God or other similar causes which are beyond the control of the security service provider. Every Owner or occupant of property obtaining security services through the Community Systems further agrees for himself/herself/itself, their grantees, tenants, guests, invitees, licensees, and family members that if any loss or damage should result from a failure of performance or operation, or from defective performance or operation, or from improper installation, monitoring or services of the system, or from negligence, active or otherwise, of the security service provider or its officers, agents or employees, the liability, if any, of the Association, any franchisee of the foregoing and the Operator or their successors or assigns, for loss, damage, injury or death sustained shall be limited to a sum not exceeding two hundred fifty U.S. Dollars (\$250.00), which limitation shall apply irrespective of the cause or origin of the loss or damage and notwithstanding that the loss or damage results directly or indirectly from negligent performance, active or otherwise, or non-performance by an officer, agent or employee of the Association or any franchisee, successor or designee of any of same or Operator. Further, in no event will the Association, any Operator or

any of their franchisees, successors or assigns be liable for consequential damages, wrongful death, personal injury or commercial loss. In recognition of the fact that interruption in cable television and other Community System services will occur from time to time, no person or entity described above shall in any manner be liable, and no user of any Community System shall be entitled to any refund, rebate, discount or offset in applicable fees, for any interruption in Community System services, regardless of whether or not same is caused by reasons within the control of the then-provider(s) of such services.

#### **Section 9. Notices and Disclaimers as to Water Bodies**

NEITHER DECLARANT, THE ASSOCIATION NOR ANY OF THEIR OFFICERS, DIRECTORS, COMMITTEE MEMBERS, EMPLOYEES, MANAGEMENT AGENTS, CONTRACTORS OR SUBCONTRACTORS (COLLECTIVELY, THE "LISTED PARTIES") SHALL BE LIABLE OR RESPONSIBLE FOR MAINTAINING OR ASSURING THE SAFETY, WATER QUALITY OR WATER LEVEL OF/IN ANY LAKE, POND, CANAL, CREEK, STREAM OR OTHER WATER BODY WITHIN THE PROPERTIES, EXCEPT AS SUCH RESPONSIBILITY MAY BE SPECIFICALLY IMPOSED BY, OR CONTRACTED FOR WITH, AN APPLICABLE GOVERNMENTAL OR QUASI-GOVERNMENTAL AGENCY OR AUTHORITY. FURTHER, NONE OF THE LISTED PARTIES SHALL BE LIABLE FOR ANY PROPERTY DAMAGE, PERSONAL INJURY OR DEATH OCCURRING IN, OR OTHERWISE RELATED TO, ANY WATER BODY, ALL PERSONS USING SAME DOING SO AT THEIR OWN RISK.

ALL OWNERS AND USERS OF ANY PORTION OF THE PROPERTIES LOCATED ADJACENT TO OR HAVING A VIEW OF ANY OF THE AFORESAID WATER BODIES SHALL BE DEEMED, BY VIRTUE OF THEIR ACCEPTANCE OF THE DEED TO OR USE OF, SUCH PROPERTY, TO HAVE AGREED TO RELEASE THE LISTED PARTIES FROM ALL CLAIMS FOR ANY AND ALL CHANGES IN THE QUALITY AND LEVEL OF THE WATER IN SUCH BODIES. ALL PERSONS ARE HEREBY NOTIFIED THAT FROM TIME TO TIME ALLIGATORS AND OTHER WILDLIFE MAY HABITAT OR ENTER INTO WATER BODIES WITHIN OR NEARBY THE PROPERTIES AND MAY POSE A THREAT TO PERSONS, PETS AND PROPERTY, BUT THAT THE LISTED PARTIES ARE UNDER NO DUTY TO PROTECT AGAINST, AND DO NOT IN ANY MANNER WARRANT OR INSURE AGAINST, ANY DEATH, INJURY OR DAMAGE CAUSED BY SUCH WILDLIFE.

#### **Section 10. Errant Golf Balls**

All persons owning, occupying, using or entering the Common Area or Lot near or adjacent to the Golf Course are hereby notified that there is a possibility that errant and misdirected golf shots may result in injury or damage to persons or property. NEITHER DECLARANT, THE ASSOCIATION NOR ANY DIRECTOR, OFFICER, EMPLOYEE OR AGENT THEREOF SHALL BE LIABLE FOR ANY SUCH INJURY OR DAMAGE INCLUDING, WITHOUT

LIMITATION, AS TO THE DESIGN OF THE GOLF COURSE OR ANY PROPERTY ADJACENT OR NEARBY THE GOLF COURSE OR AS TO ANY MAINTENANCE OF ANY OF THE FOREGOING. ACCORDINGLY, ALL PERSONS OWNING, OCCUPYING, USING OR ENTERING UPON ANY PROPERTY WITHIN, ADJACENT TO OR NEAR THE GOLF COURSE ASSUME THE RISK OF INJURY OR DAMAGE FROM SUCH ERRANT GOLF BALLS.

### **Section 11. Certain Reserved Rights of Declarant with Respect to Community Systems**

Without limiting the generality of any other applicable provisions of this Declaration, and without such provisions limiting the generality hereof, Declarant hereby reserves and retains to itself:

- (a) The title to any Community Systems and a perpetual easement for the placement and location thereof.
- (b) The right to connect, from time to time, the Community Systems to such receiving or intermediary transmission source(s) as Declarant may in its sole discretion deem appropriate including, without limitation, companies licensed to provide CATV services in Lee County for which service Declarant shall have the Right to charge any users a reasonable fee (which shall not exceed any maximum allowable charge provided for in the Ordinances of Lee County); and
- (c) The right to offer from time to time monitoring/alarm services through the Community Systems.

Neither the Association nor any officer, director, employee, committee member or agent (including any management company) thereof shall be liable for any damage to property, personal injury or death arising from or connected with any act or omission of any of the foregoing during the course of performing any duty or exercising any right or privilege (including, without limitation, performing maintenance work which is the duty of the Association or exercising and remedial maintenance or alteration rights under this Declaration) required or authorized to be done by the Association, or any of the other aforesaid parties, under this Declaration or otherwise as required or permitted by law.

### **Section 12. Covenants Running with the Land**

Anything to the contrary herein notwithstanding and without limiting the generality (and subject to the limitations) of [Section 1](#) hereof, it is the intention of all parties affected hereby (and their respective heirs, personal representatives, successors and assigns) that these covenants and restrictions shall run with the land and with title to the properties. If any provision or application of this Declaration would prevent this Declaration from running with the land as aforesaid, such provision and/or application shall be judicially modified, if at all possible, to come as close as possible to the covenants and restrictions to so run with the land; but if such provision and/or application cannot be so modified, such provision and/or application shall be unenforceable and considered null and void in order that the paramount goal of the parties (that these covenants and



restrictions run with the land as aforesaid) be achieved.

### **Section 13. Use of Name**

All persons are hereby notified that the name “Lexington” and any other names used by Declarant in connection with The Properties (as expanded from time to time) are the sole property of Declarant and the applicable affiliate thereof. Accordingly, no person acquiring title to or any interest in any portion of The Properties shall, by virtue thereof acquire any right to use any of such names in any manner.

Declarant may, however, license or otherwise grant permission to use any of such names, but the fact the Declarant may do so, or does so, shall not change the foregoing and shall be effective only to the extent permitted by such license or other grant of permission.

### **Section 14. Warranties**

**Except as Declarant may otherwise expressly provide by written contract, the construction, development, and sale by Declarant of any Lot, Common Areas or other property or improvements in The Properties is without warranty, and no warranties of fitness, habitability, or merchantability as to any portion of the subdivision or improvements constructed by Declarant thereon or in connection therewith shall be implied. Except as Declarant may otherwise expressly provide by written contract, Declarant hereby expressly disclaims any and all warranties, including, but not limited to, any common law implied warranties of fitness for a particular purpose, merchantability, habitability and conformity of any improvements with plans and specifications filed with any governmental authority. Declarant makes no warranty, express or implied, with respect to the existence or levels of low frequency electromagnetic fields, radon, radon progeny, or any other pollutant within the subdivision or with respect to any property or improvements created for, conveyed to, dedicated or be made available for the use of the Association or any Owner pursuant to this Declaration or any other instrument.**

### **Section 125. Declarant’s Rights**

The Declarant and its successors or assigns will undertake the work of constructing Units and related amenities on the Lots and improvements on the Common Areas. The completion of that work and the sale, rental and other disposal of Lots is essential to the establishment and welfare of The Properties as a community. As used in this Section and its subparagraphs, the words “its successors or assigns” specifically do not include purchasers of completed Units. In order that said work may be completed and The Properties established as a fully occupied community as rapidly as possible, no Owner or the Association shall do anything to interfere with the Declarant’s activities. Without limiting the generality of the foregoing, nothing in this Declaration or the Articles or Bylaws shall be understood or construed to:

- (a) Prevent the Declarant, its successors or assigns, or its or their contractors or subcontractors, from doing on any property owned by them or on any Common Areas

whatever they determine to be necessary or advisable in connection with the completion of said work, including without limitation, the alteration of its construction plans as designs as the Declarant deems advisable in the course of development (all models or sketches showing plans for future development of The Properties may be modified by the Declarant at any time and from time to time, without notice); or

- (b) Prevent the Declarant, its successors or assigns, or its or their contractors, subcontractors or representatives, from erecting, constructing and maintaining on any property owned or controlled by Declarant or on any Common Areas, or its successors or assigns or its or their contractors or subcontractors, such structures as may be reasonably necessary for the conduct of its or their business of completing said work and establishing The Properties as a community and disposing of the same by sale, lease or otherwise; or
- (c) Prevent the Declarant, its successors or assigns, or its or their contractors, subcontractors or representatives, from conducting on any property owned or controlled by the Declarant or its successors or assigns, its or their business of developing, subdividing, grading and constructing improvements within The Properties and of disposing of Lots therein by sale, lease or otherwise; or
- (d) Prevent the Declarant, its successors or assigns, from determining in its sole discretion the nature of any type of Improvements to be constructed as part of The Properties.
- (e) Any or all of the special rights and obligations of the Declarant may be transferred to other parties, provided that the transfer shall not reduce an obligation nor enlarge a right beyond that contained herein, and provided further, no such transfer shall be effective unless it is in a written instrument signed by Declarant and duly recorded in the Public Records of Lee County, Florida. Nothing in this Declaration shall be construed to require Declarant or any successor to develop any property in any manner whatsoever.
- (f) The Declarant expressly reserves the right to grant easements and rights-of-way over, under and through the Common Areas so long as the Declarant owns any property in The Properties; provided, no such easement shall structurally weaken or otherwise interfere with the use of the Common Area by the Owners.
- (g) Notwithstanding any provisions contained in this Declaration to the contrary, so long as construction and initial sales of Lots shall continue, it shall be expressly permissible for Declarant to maintain and carry on upon portions of the Common Area and Lots owned by the Declarant such facilities and activities as, in the sole opinion of the Declarant, may be reasonably required, convenient, or incidental to the construction or sale of Lots, including, but not limited to, business offices, signs, model Units, and sales offices and the Declarant shall have an easement for access to such facilities. The right to maintain and carry on such facilities and activities shall include specifically, the right to use any Lot owned by the Declarant, as models and sales offices, respectively and to utilize such facilities exclusively from time to time.
- (h) Each Owner on his, her, or its own behalf and on behalf of such Owner's heirs, personal representatives, successors, mortgagees, lienors and assigns acknowledges and agrees



that the completion of the development of The Properties may occur over an extended period of time and that incident to such development and the construction associated therewith the quiet use and enjoyment of The Properties and each Lot therein may be temporarily interfered with by the development and construction work occurring on those properties owned by the Declarant or its successors and assigns and each Owner, on behalf of such Owner's heirs, personal representatives, successors, mortgagees, lienors and assigns does hereby waive all claims for interference with such quiet enjoyment and use as a result of the development and construction of the balance of The Properties. Each Owner, on behalf of such Owner's heirs, personal representatives, successors, mortgagees, lienors and assigns agrees that the development, construction and completion of the balance of The Properties may interfere with such Owner's original and existing views, light and air and diminish the same and each Owner on such Owner's and on behalf of such Owner's heirs, personal representatives, successors, mortgagees, lienors and assigns does hereby release the Declarant and its successors in interest and others involved from all claims that they may have in connection therewith.

#### **Section 16. Declarant's Rights After Turnover**

Declarant's reserved rights as set forth herein have ceased effective as of turnover of the Association from Declarant to the Members with the exception that the Declarant retains the rights to use the names of Lexington Country Club and Lexington Country Club, Inc. for future marketing purposes. Declarant has granted and delivered an assignment of Declarant's Reserved Rights which effectuates this change.

### **ARTICLE XIV DISCLAIMER OF LIABILITY OF ASSOCIATION**

**NOTWITHSTANDING ANYTHING CONTAINED HEREIN OR IN THE ARTICLES OF INCORPORATION, BYLAWS, ANY RULES OR REGULATIONS OF THE ASSOCIATION OR ANY OTHER DOCUMENT GOVERNING, BINDING ON OR ADMINISTERED BY THE ASSOCIATION (COLLECTIVELY, THE "ASSOCIATION DOCUMENTS"), THE ASSOCIATION SHALL NOT BE LIABLE OR RESPONSIBLE FOR, OR IN ANY MANNER A GUARANTOR OR INSURER OF, THE HEALTH, SAFETY OR WELFARE OF ANY OWNER, OCCUPANT OR USER OF ANY PORTION OF THE PROPERTIES INCLUDING, WITHOUT LIMITATION, RESIDENTS AND THEIR FAMILIES, GUESTS, INVITEES, AGENTS, SERVANTS, CONTRACTORS OR SUBCONTRACTORS OR FOR ANY PROPERTY OF ANY SUCH PERSONS. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING:**

**(a) IT IS THE EXPRESS INTENT OF THE ASSOCIATION DOCUMENTS**

- THAT THE VARIOUS PROVISIONS THEREOF WHICH ARE ENFORCEABLE BY THE ASSOCIATION AND WHICH GOVERN OR REGULATE THE USES OF THE PROPERTIES HAVE BEEN WRITTEN, AND ARE TO BE INTERPRETED AND ENFORCED, FOR THE SOLE PURPOSE OF ENHANCING AND MAINTAINING THE ENJOYMENT OF THE PROPERTIES AND THE VALUE THEREOF;**
- (b) THE ASSOCIATION IS NOT EMPOWERED, AND HAS NOT BEEN CREATED TO ACT AS AN ENTITY WHICH ENFORCED OR ENSURES THE COMPLIANCE WITH THE LAWS OF THE UNITED STATES, STATE OF FLORIDA, LEE COUNTY AND/OR ANY OTHER JURISDICTION OR THE PREVENTION OF TORTIOUS ACTIVITIES; AND ANY PROVISIONS OF THE ASSOCIATION DOCUMENTS SETTING FORTH THE USES OF ASSESSMENTS WHICH RELATE TO HEALTH, SAFETY AND/OR WELFARE SHALL BE INTERPRETED AND APPLIED ONLY AS LIMITATIONS ON THE USES OF ASSESSMENT FUNDS AND NOT AS CREATING A DUTY OF THE ASSOCIATION TO PROTECT OR FURTHER THE HEALTH, SAFETY OR WELFARE OF ANY PERSON(S), EVEN IF ASSESSMENT FUNDS ARE CHOSEN TO BE USED FOR ANY SUCH REASON.**

**EACH OWNER (BY VIRTUE OF HIS/HER/ITS ACCEPTANCE OF TITLE TO HIS/HER/ITS LOT) AND EACH OTHER PERSON, PARTNERSHIP OR ENTITY HAVING AN INTEREST IN OR LIEN UPON OR MAKING ANY USE OF, ANY PORTION OF THE PROPERTIES (BY VIRTUE OF ACCEPTING SUCH INTEREST OR LIEN OR MAKING SUCH USES) SHALL BE BOUND BY THIS ARTICLE AND SHALL BE DEEMED TO HAVE AUTOMATICALLY WAIVED ANY AND ALL RIGHTS, CLAIMS, DEMANDS AND CAUSES OF ACTION AGAINST THE ASSOCIATION ARISING FROM OR CONNECTED WITH ANY MATTER FOR WHICH THE LIABILITY OF THE ASSOCIATION HAS BEEN DISCLAIMED IN THIS ARTICLE.**

**AS USED IN THIS ARTICLE "ASSOCIATION" SHALL INCLUDE WITHIN ITS MEANING ALL OF THE ASSOCIATION'S DIRECTORS, OFFICERS, COMMITTEE AND BOARD MEMBERS, EMPLOYEES, AGENTS, CONTRACTORS (INCLUDING MANAGEMENT COMPANIES), SUBCONTRACTORS, SUCCESSORS AND ASSIGNS. THE PROVISIONS OF THIS ARTICLE SHALL ALSO INURE TO THE BENEFIT OF DECLARANT, WHICH SHALL BE FULLY PROTECTED HEREBY.**

Public Records, Plats, Plots

4/15/2019

Landmark Web Official Records Search

**COMMUNITY ENGINEERING SERVICES, INC.**  
9200 Bonita Beach Road Suite 209  
Bonita Springs, Florida 33923  
Telephone (813) 495-0000 Fax (813) 495-7934

**LEXINGTON COUNTRY CLUB**  
A REPLAT OF PART OF LOTS 52, 53, AND 58, SEMINOLE GARDENS,  
PLAT BOOK 4, PAGE 65, IN SECTION 10, AND  
A SUBDIVISION OF A PORTION OF  
SECTION 4 AND 9, ALL IN TWP 46 SOUTH, RGE 24 EAST  
LEE COUNTY, FLORIDA

PLAT BOOK 52 PAGE 87

**NOTICE:**  
LANDS DESCRIBED IN THIS PLAT ARE SUBDIVIDED BY THE DEVELOPER WITHOUT THE ROADS, DRAINAGE AND SEWER FACILITIES BEING ACCEPTED FOR MAINTENANCE BY LEE COUNTY. ANY PURCHASER OF A LOT IN THIS SUBDIVISION IS ADVISED THAT HE MAY BE SUBJECT TO ASSESSMENT OR CALLED UPON TO BEAR A PORTION OR ALL OF THE EXPENSE OF CONSTRUCTION, MAINTENANCE OR IMPROVEMENT OF ROADS, DRAINAGE AND SEWER FACILITIES.

**NOTICE:** THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.

**SURVEYOR'S NOTES**

1. THE RECORDS SHOW WHETHER ARE SAID TO BE THE SAME AS THE RECORD IN A. B. C. D. E. F. G. H. I. J. K. L. M. N. O. P. Q. R. S. T. U. V. W. X. Y. Z. AA. AB. AC. AD. AE. AF. AG. AH. AI. AJ. AK. AL. AM. AN. AO. AP. AQ. AR. AS. AT. AU. AV. AW. AX. AY. AZ. BA. BB. BC. BD. BE. BF. BG. BH. BI. BJ. BK. BL. BM. BN. BO. BP. BQ. BR. BS. BT. BU. BV. BW. BX. BY. BZ. CA. CB. CC. CD. CE. CF. CG. CH. CI. CJ. CK. CL. CM. CN. CO. CP. CQ. CR. CS. CT. CU. CV. CW. CX. CY. CZ. DA. DB. DC. DD. DE. DF. DG. DH. DI. DJ. DK. DL. DM. DN. DO. DP. DQ. DR. DS. DT. DU. DV. DW. DX. DY. DZ. EA. EB. EC. ED. EE. EF. EG. EH. EI. EJ. EK. EL. EM. EN. EO. EP. EQ. ER. ES. ET. EU. EV. EW. EX. EY. EZ. FA. FB. FC. FD. FE. FF. FG. FH. FI. FJ. FK. FL. FM. FN. FO. FP. FQ. FR. FS. FT. FU. FV. FW. FX. FY. FZ. GA. GB. GC. GD. GE. GF. GG. GH. GI. GJ. GK. GL. GM. GN. GO. GP. GQ. GR. GS. GT. GU. GV. GW. GX. GY. GZ. HA. HB. HC. HD. HE. HF. HG. HH. HI. HJ. HK. HL. HM. HN. HO. HP. HQ. HR. HS. HT. HU. HV. HW. HX. HY. HZ. IA. IB. IC. ID. IE. IF. IG. IH. II. IJ. IK. IL. IM. IN. IO. IP. IQ. IR. IS. IT. IU. IV. IW. IX. IY. IZ. JA. JB. JC. JD. JE. JF. JG. JH. JI. JJ. JK. JL. JM. JN. JO. JP. JQ. JR. JS. JT. JU. JV. JW. JX. JY. JZ. KA. KB. KC. KD. KE. KF. KG. KH. KI. KJ. KL. KM. KN. KO. KP. KQ. KR. KS. KT. KU. KV. KW. KX. KY. KZ. LA. LB. LC. LD. LE. LF. LG. LH. LI. LJ. LK. LL. LM. LN. LO. LP. LQ. LR. LS. LT. LU. LV. LW. LX. LY. LZ. MA. MB. MC. MD. ME. MF. MG. MH. MI. MJ. MK. ML. MM. MN. MO. MP. MQ. MR. MS. MT. MU. MV. MW. MX. MY. MZ. NA. NB. NC. ND. NE. NF. NG. NH. NI. NJ. NK. NL. NM. NN. NO. NP. NQ. NR. NS. NT. NU. NV. NW. NX. NY. NZ. OA. OB. OC. OD. OE. OF. OG. OH. OI. OJ. OK. OL. OM. ON. OO. OP. OQ. OR. OS. OT. OU. OV. OW. OX. OY. OZ. PA. PB. PC. PD. PE. PF. PG. PH. PI. PJ. PK. PL. PM. PN. PO. PP. PQ. PR. PS. PT. PU. PV. PW. PX. PY. PZ. QA. QB. QC. QD. QE. QF. QG. QH. QI. QJ. QK. QL. QM. QN. QO. QP. QQ. QR. QS. QT. QU. QV. QW. QX. QY. QZ. RA. RB. RC. RD. RE. RF. RG. RH. RI. RJ. RK. RL. RM. RN. RO. RP. RQ. RR. RS. RT. RU. RV. RW. RX. RY. RZ. SA. SB. SC. SD. SE. SF. SG. SH. SI. SJ. SK. SL. SM. SN. SO. SP. SQ. SR. SS. ST. SU. SV. SW. SX. SY. SZ. TA. TB. TC. TD. TE. TF. TG. TH. TI. TJ. TK. TL. TM. TN. TO. TP. TQ. TR. TS. TT. TU. TV. TW. TX. TY. TZ. UA. UB. UC. UD. UE. UF. UG. UH. UI. UJ. UK. UL. UM. UN. UO. UP. UQ. UR. US. UT. UU. UV. UW. UX. UY. UZ. VA. VB. VC. VD. VE. VF. VG. VH. VI. VJ. VK. VL. VM. VN. VO. VP. VQ. VR. VS. VT. VU. VW. VX. VY. VZ. WA. WB. WC. WD. WE. WF. WG. WH. WI. WJ. WK. WL. WM. WN. WO. WP. WQ. WR. WS. WT. WU. WV. WW. WX. WY. WZ. XA. XB. XC. XD. XE. XF. XG. XH. XI. XJ. XK. XL. XM. XN. XO. XP. XQ. XR. XS. XT. XU. XV. XW. XX. XY. XZ. YA. YB. YC. YD. YE. YF. YG. YH. YI. YJ. YK. YL. YM. YN. YO. YP. YQ. YR. YS. YT. YU. YV. YW. YX. YY. YZ. ZA. ZB. ZC. ZD. ZE. ZF. ZG. ZH. ZI. ZJ. ZK. ZL. ZM. ZN. ZO. ZP. ZQ. ZR. ZS. ZT. ZU. ZV. ZW. ZX. ZY. ZZ.

**LEGEND**

- (C) - CIRCULAR
- (D) - DITCH
- (E) - EASEMENT
- (F) - FENCE
- (G) - GRASS
- (H) - HIGHWAY
- (I) - IRREGULAR
- (J) - JUNCTION
- (K) - KITCHEN
- (L) - LAKESIDE
- (M) - MOUND
- (N) - NATURE
- (O) - OCEAN
- (P) - POND
- (Q) - QUARRY
- (R) - RAILROAD
- (S) - SAND
- (T) - TANK
- (U) - UMBEL
- (V) - VEGETATION
- (W) - WALL
- (X) - XING
- (Y) - YARD
- (Z) - ZONE

**CLERK'S CERTIFICATE 3774617**

STATE OF FLORIDA  
COUNTY OF LEE  
I HEREBY CERTIFY THAT THE PART OF SEMINOLE GARDENS, A REPLAT OF PART OF LOTS 52, 53, AND 58, IN SECTION 10, AND A SUBDIVISION OF A PORTION OF SECTION 4 AND 9, ALL IN TWP 46 SOUTH, RGE 24 EAST, IN LEE COUNTY, FLORIDA, AS SHOWN ON THE PLAT OF COMMUNITY ENGINEERING SERVICES, INC., DATED AND RECORDED IN PLAT BOOK 52, PAGE 87, IS IN ACCORDANCE WITH THE REQUIREMENTS OF CHAPTER 177, FLORIDA STATUTES.

**APPROVALS**

STATE OF FLORIDA  
COUNTY OF LEE  
I HEREBY CERTIFY THAT THE PLAT OF COMMUNITY ENGINEERING SERVICES, INC., DATED AND RECORDED IN PLAT BOOK 52, PAGE 87, IS IN ACCORDANCE WITH THE REQUIREMENTS OF CHAPTER 177, FLORIDA STATUTES.

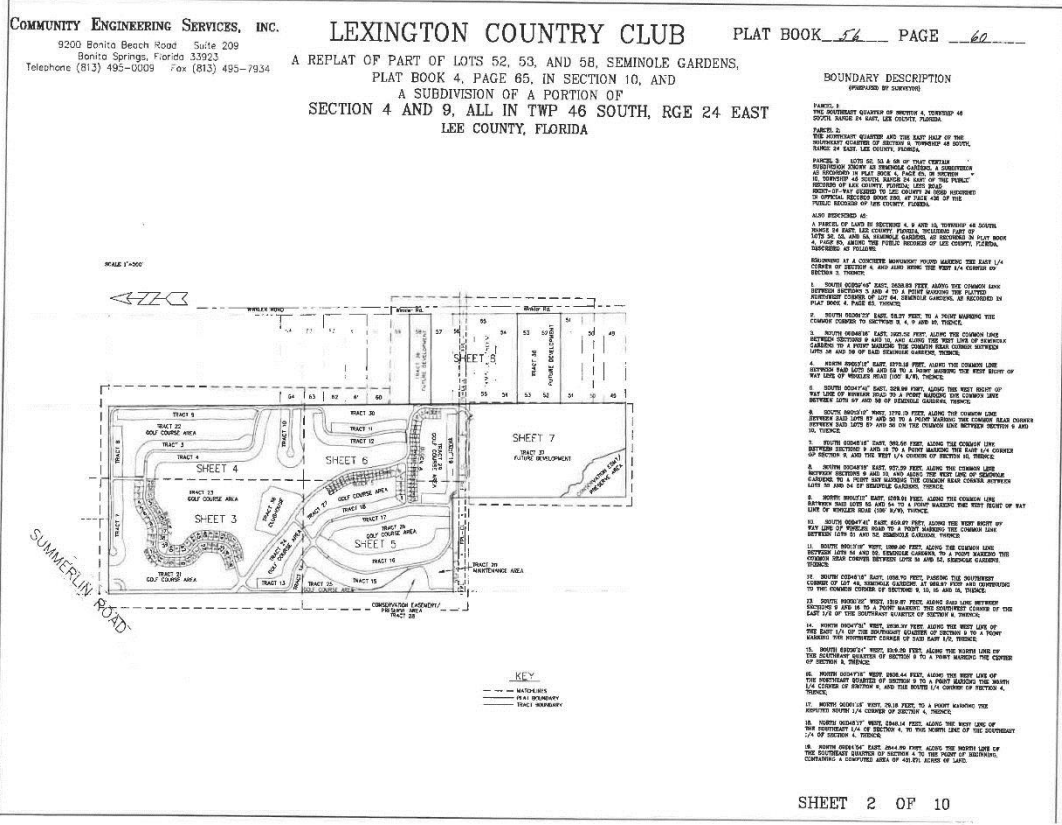
**SURVEYOR'S CERTIFICATE**

I HEREBY CERTIFY THAT THE PLAT OF COMMUNITY ENGINEERING SERVICES, INC., DATED AND RECORDED IN PLAT BOOK 52, PAGE 87, IS IN ACCORDANCE WITH THE REQUIREMENTS OF CHAPTER 177, FLORIDA STATUTES.

SHEET 1 OF 10

4/15/2019

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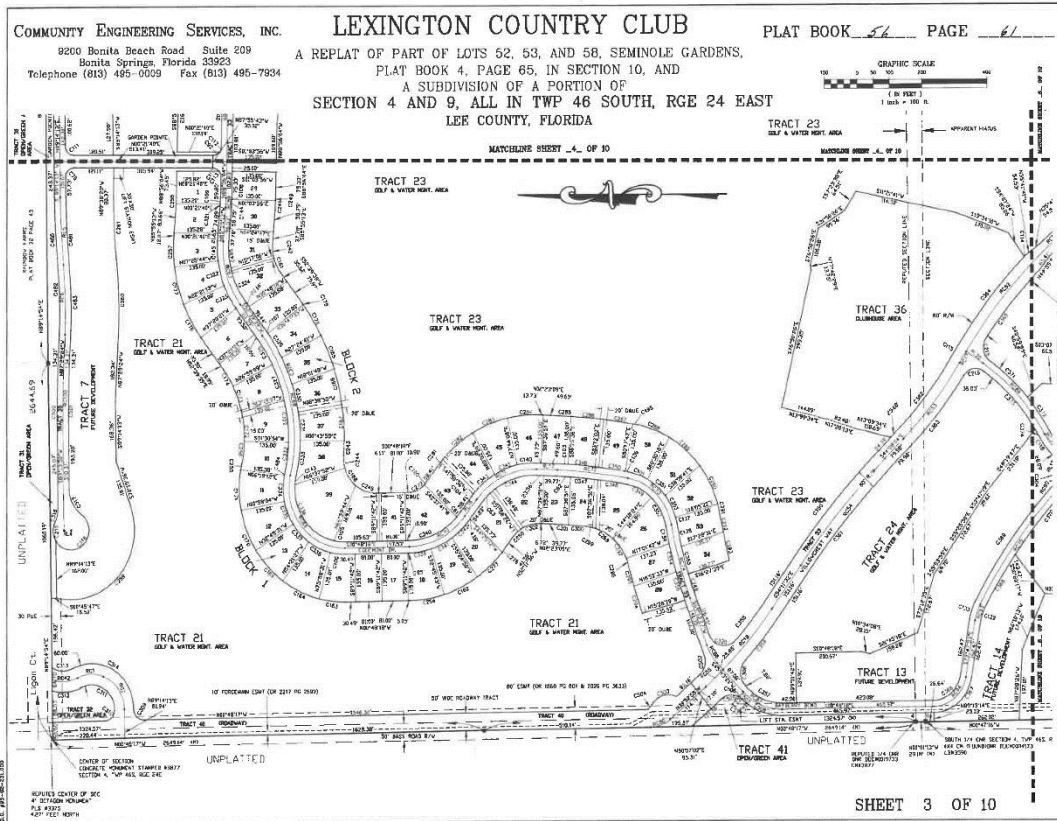


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2/10

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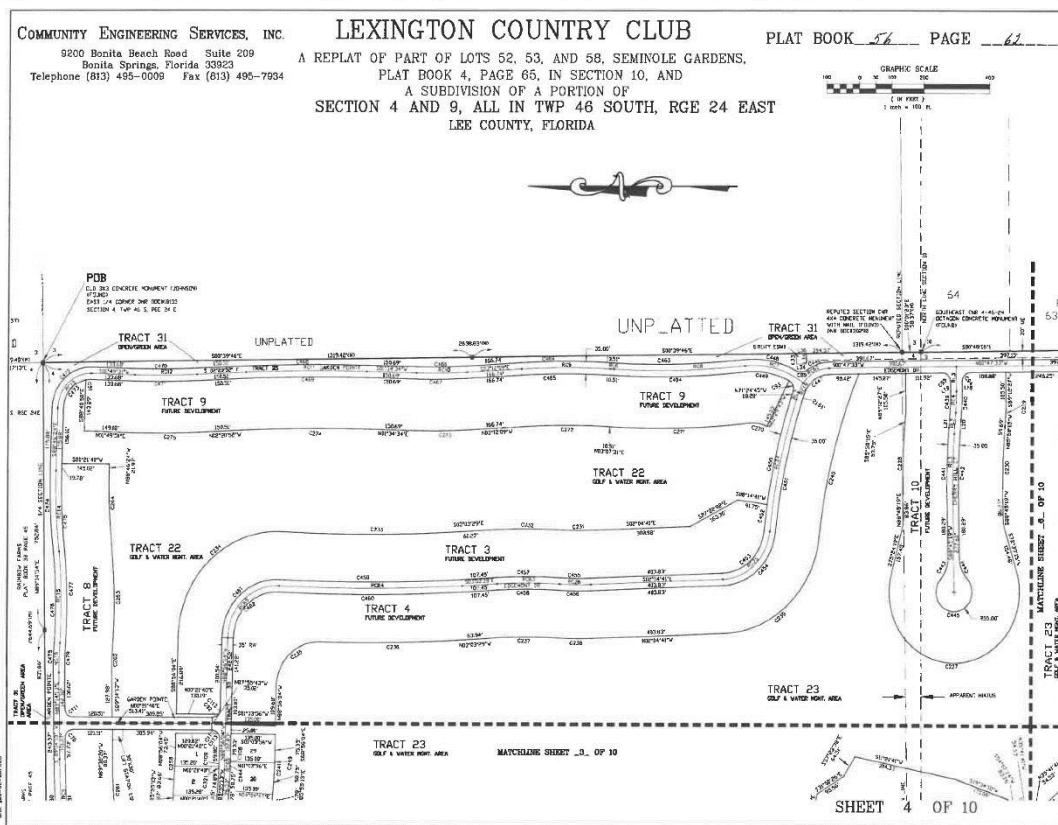


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3/10

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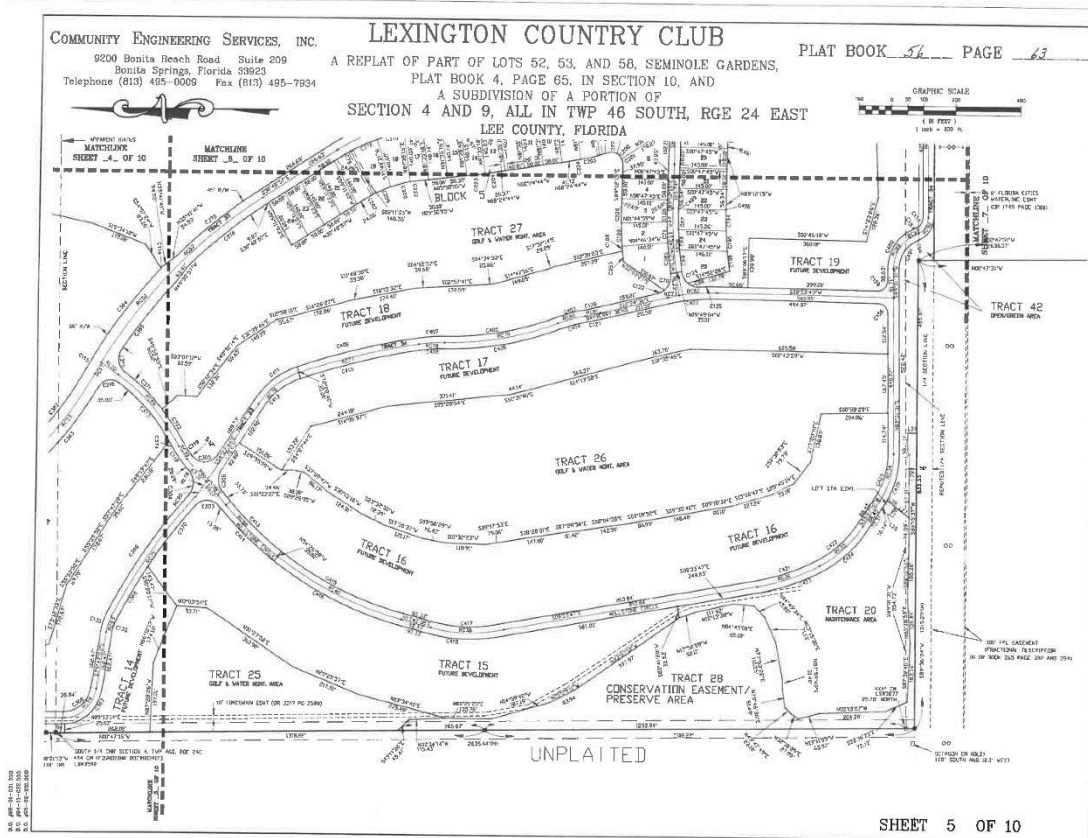


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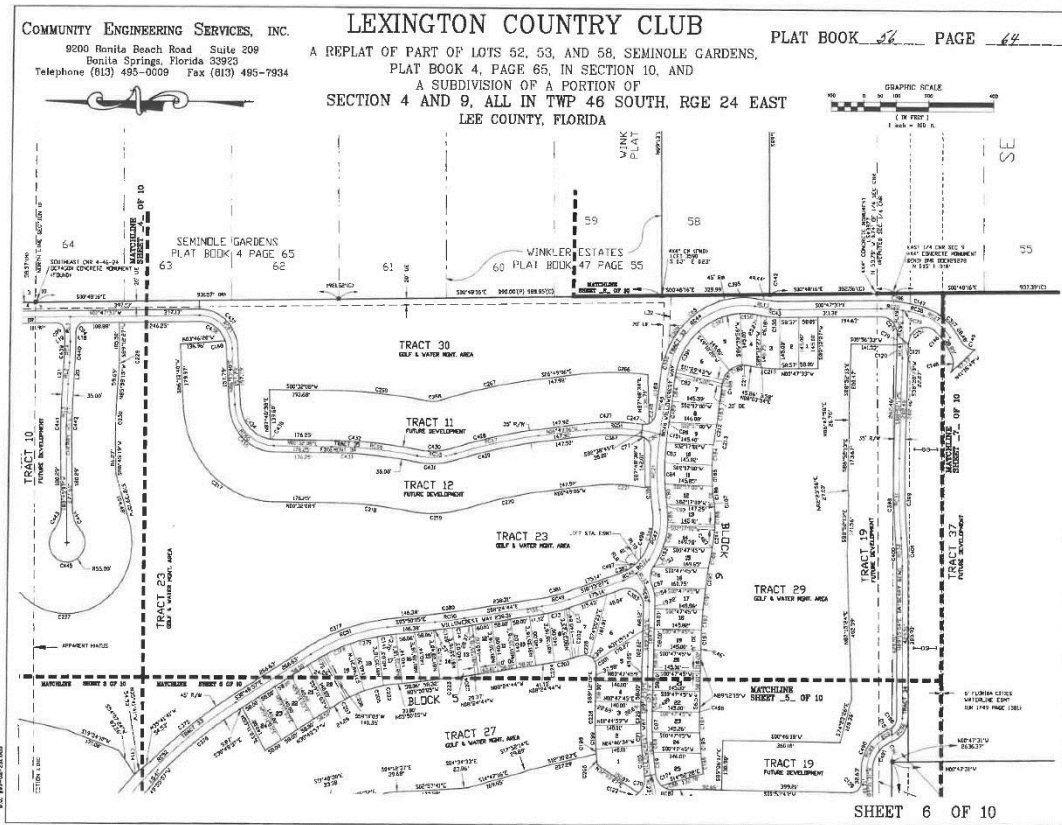


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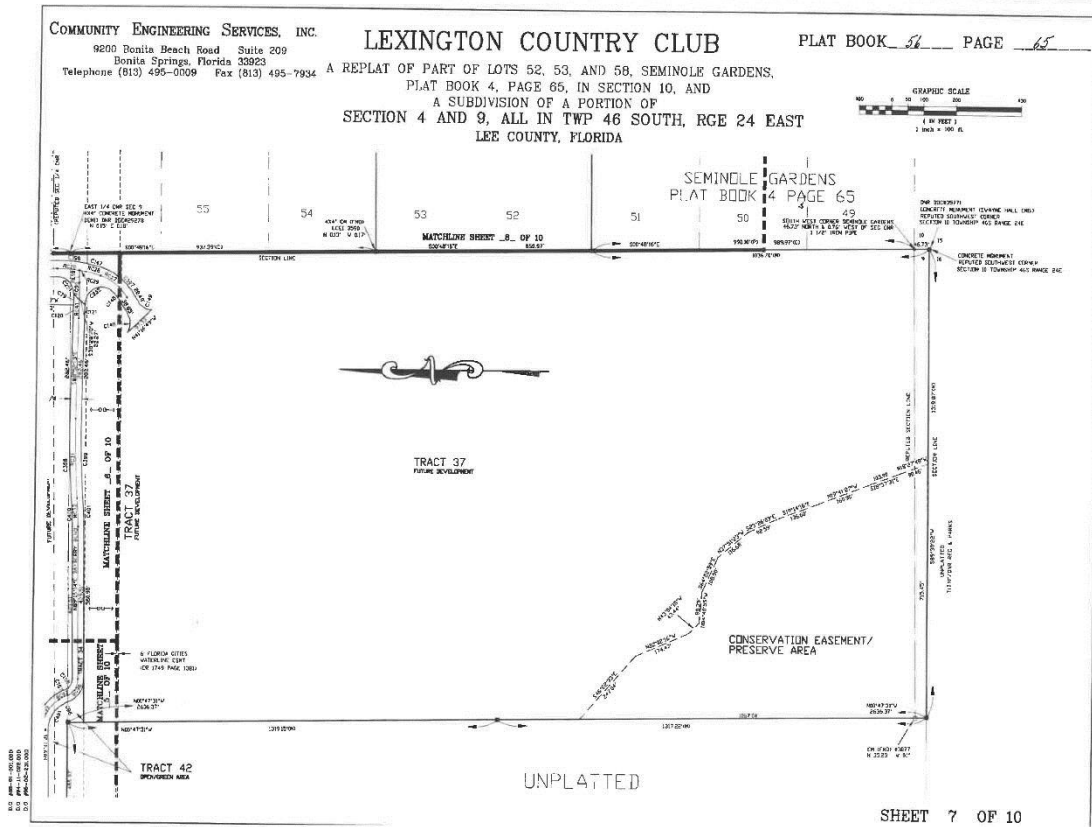
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6/10



4/15/2019

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7/10



4/15/2019

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COMMUNITY ENGINEERING SERVICES, INC.			LEXINGTON COUNTRY CLUB		PLAT BOOK 56 PAGE 67		
920C Bunita Beach Road Suite 209 Bonita Springs, Florida 33923 Telephone (813) 495-3009 Fax (813) 495-7934			A REPLAT OF PART OF LOTS 52, 53, AND 58, SEMINOLE GARDENS, PLAT BOOK 4, PAGE 65, IN SECTION 10, AND A SUBDIVISION OF A PORTION OF SECTION 4 AND 9, ALL IN TWP 46 SOUTH, RGE 24 EAST LEE COUNTY, FLORIDA				
CLIP#	PARCEL	LENGTH	WIDTH	AREA	MARK	BLTA	
C182	355.14	50.00	20.00	1,000.00	N	10/27/2011	
C183	355.15	50.00	20.00	1,000.00	N	10/27/2011	
C184	355.16	50.00	20.00	1,000.00	N	10/27/2011	
C185	355.17	50.00	20.00	1,000.00	N	10/27/2011	
C186	355.18	50.00	20.00	1,000.00	N	10/27/2011	
C187	355.19	50.00	20.00	1,000.00	N	10/27/2011	
C188	355.20	50.00	20.00	1,000.00	N	10/27/2011	
C189	355.21	50.00	20.00	1,000.00	N	10/27/2011	
C190	355.22	50.00	20.00	1,000.00	N	10/27/2011	
C191	355.23	50.00	20.00	1,000.00	N	10/27/2011	
C192	355.24	50.00	20.00	1,000.00	N	10/27/2011	
C193	355.25	50.00	20.00	1,000.00	N	10/27/2011	
C194	355.26	50.00	20.00	1,000.00	N	10/27/2011	
C195	355.27	50.00	20.00	1,000.00	N	10/27/2011	
C196	355.28	50.00	20.00	1,000.00	N	10/27/2011	
C197	355.29	50.00	20.00	1,000.00	N	10/27/2011	
C198	355.30	50.00	20.00	1,000.00	N	10/27/2011	
C199	355.31	50.00	20.00	1,000.00	N	10/27/2011	
C200	355.32	50.00	20.00	1,000.00	N	10/27/2011	
C201	355.33	50.00	20.00	1,000.00	N	10/27/2011	
C202	355.34	50.00	20.00	1,000.00	N	10/27/2011	
C203	355.35	50.00	20.00	1,000.00	N	10/27/2011	
C204	355.36	50.00	20.00	1,000.00	N	10/27/2011	
C205	355.37	50.00	20.00	1,000.00	N	10/27/2011	
C206	355.38	50.00	20.00	1,000.00	N	10/27/2011	
C207	355.39	50.00	20.00	1,000.00	N	10/27/2011	
C208	355.40	50.00	20.00	1,000.00	N	10/27/2011	
C209	355.41	50.00	20.00	1,000.00	N	10/27/2011	
C210	355.42	50.00	20.00	1,000.00	N	10/27/2011	
C211	355.43	50.00	20.00	1,000.00	N	10/27/2011	
C212	355.44	50.00	20.00	1,000.00	N	10/27/2011	
C213	355.45	50.00	20.00	1,000.00	N	10/27/2011	
C214	355.46	50.00	20.00	1,000.00	N	10/27/2011	
C215	355.47	50.00	20.00	1,000.00	N	10/27/2011	
C216	355.48	50.00	20.00	1,000.00	N	10/27/2011	
C217	355.49	50.00	20.00	1,000.00	N	10/27/2011	
C218	355.50	50.00	20.00	1,000.00	N	10/27/2011	
C219	355.51	50.00	20.00	1,000.00	N	10/27/2011	
C220	355.52	50.00	20.00	1,000.00	N	10/27/2011	
C221	355.53	50.00	20.00	1,000.00	N	10/27/2011	
C222	355.54	50.00	20.00	1,000.00	N	10/27/2011	
C223	355.55	50.00	20.00	1,000.00	N	10/27/2011	
C224	355.56	50.00	20.00	1,000.00	N	10/27/2011	
C225	355.57	50.00	20.00	1,000.00	N	10/27/2011	
C226	355.58	50.00	20.00	1,000.00	N	10/27/2011	
C227	355.59	50.00	20.00	1,000.00	N	10/27/2011	
C228	355.60	50.00	20.00	1,000.00	N	10/27/2011	
C229	355.61	50.00	20.00	1,000.00	N	10/27/2011	
C230	355.62	50.00	20.00	1,000.00	N	10/27/2011	
C231	355.63	50.00	20.00	1,000.00	N	10/27/2011	
C232	355.64	50.00	20.00	1,000.00	N	10/27/2011	
C233	355.65	50.00	20.00	1,000.00	N	10/27/2011	
C234	355.66	50.00	20.00	1,000.00	N	10/27/2011	
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C236	355.68	50.00	20.00	1,000.00	N	10/27/2011	
C237	355.69	50.00	20.00	1,000.00	N	10/27/2011	
C238	355.70	50.00	20.00	1,000.00	N	10/27/2011	
C239	355.71	50.00	20.00	1,000.00	N	10/27/2011	
C240	355.72	50.00	20.00	1,000.00	N	10/27/2011	
C241	355.73	50.00	20.00	1,000.00	N	10/27/2011	
C242	355.74	50.00	20.00	1,000.00	N	10/27/2011	
C243	355.75	50.00	20.00	1,000.00	N	10/27/2011	
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C245	355.77	50.00	20.00	1,000.00	N	10/27/2011	
C246	355.78	50.00	20.00	1,000.00	N	10/27/2011	
C247	355.79	50.00	20.00	1,000.00	N	10/27/2011	
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