

Expires September 7, 2003

**AMENDED AND RESTATED
DECLARATION OF RESTRICTIONS
AND PROTECTIVE COVENANTS
FOR LEXINGTON LAKES**

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**AMENDED AND RESTATED
DECLARATION OF RESTRICTIONS
AND PROTECTIVE COVENANTS
FOR LEXINGTON LAKES**

THIS AMENDED AND RESTATED DECLARATION is made this 17th day of August, 1999, by LEXINGTON LAKES HOMEOWNERS' ASSOCIATION, INC. to amend and restate the original declaration recorded in the Palm Beach County Public Records on October 16, 1991, in official record book 6989 at page 270, together with all addendums and amendments thereto, and declares that the real property described in Article II is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens (sometimes referred to as "covenants and restrictions") set forth below.

The Association, as herein defined, is not a condominium association and therefore shall not be affected by the provisions of Chapter 718, Florida Statutes. Further, the expressed intent of this Declaration is that the substantive rights hereunder shall not be retroactively affected by legislation subsequent to the date of execution.

**ARTICLE I
DEFINITIONS**

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

(a) "Assessments" - those payments due pursuant to Article V whether General or Special (as hereinafter defined), or a combination thereof.

(b) "Association" - LEXINGTON LAKES HOMEOWNERS' ASSOCIATION, INC., a Florida not-for-profit corporation.

(c) "Common Areas" - the real property legally described in Exhibit "B" attached to the original Declaration and the Addendums thereto, all recorded in the Palm Beach County Public Records as aforesaid, and any other interest in real property acquired by the Association and deemed Common Area either in the original Declaration this restated Declaration or in the instrument of conveyance, together with any improvements on such tracts including, without limitation, any structures, recreational facilities, off street parking areas, private streets, sidewalks, street lights, and entrance features, but excluding any public utility installations thereon.

(d) "General Assessments" - assessments levied to fund expenses applicable to all Members of the Association

(e) "Institutional Lender" - any person or entity (i) holding a mortgage encumbering a Lot, which (ii) in the ordinary course of business makes purchases, guarantees or insures mortgage loans, which (iii) is not owned or controlled by the Owner of the Lot encumbered, and which (iv) notifies the Association of same by written notice sent, certified mail, return receipt requested, to the Association's office. An Institutional Lender may include, but is not limited to, a federal or state chartered bank or savings and loan association, an insurance company, a real estate or mortgage investment trust, a pension or profit sharing plan, a mortgage company, the Government National Mortgage Association, the Federal Home Loan Mortgage Corporation, an agency of the United States or any other governmental authority, including the Veterans Administration and the Federal Housing Administration of the U.S. Department of Housing and Urban Development, or any other similar type of lender generally recognized as an institutional type lender

(f) "Lot" - any lot as shown on the plat of Lexington Lakes, any lot shown upon any resubdivision of said plat or any portion thereof, and any lot shown on any plat of portion thereof that is subject to this Declaration.

(g) "Owner" or "Member" - the record owner, whether one or more persons or entities, of the fee simple title to any Lot.

(h) "Properties" - all property and additions thereto (which additional property may or may not be contiguous to the real property described in Article II herein), as is subject to this Declaration or any Supplemental Declaration under the provisions of Article II hereof.

(i) "Special Assessment" - Assessments levied in accordance with Article V, Section 4 hereof.

(j) "Association Documents" - the Amended and Restated Declaration of Restrictions and Protective Covenants, Amended and Restated Articles of Incorporation, the Amended and Restated Bylaws, as they may be amended from time to time, and Rules and Regulations as promulgated from time to time.

ARTICLE II PROPERTY SUBJECT TO THIS DECLARATION

Section 1. Legal Description. The real property which is and shall be held, transferred, sold, conveyed and occupied subject to this Declaration is located in Palm Beach County, Florida and is more particularly described in Exhibit "A" attached to the original Declaration and the Addendums thereto recorded in the Palm Beach County Public Records as aforesaid.

ARTICLE III
LEXINGTON LAKES HOMEOWNERS ASSOCIATION

Section 1. Membership. Every person or entity who is a record owner of a fee or undivided fee interest in any Lot in the Properties shall be a Member of the Association. Notwithstanding anything to the contrary set forth in this Section 1, 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. All Members shall be entitled to one (1) vote for each Lot in which they hold the interests required for membership by Section 1. When more than one person holds such interest or interests in any Lot, all such persons, for voting purposes, shall be considered one (1) member and only one (1) vote shall be allowed for such Lot.

Section 3. Merger or Consolidation. Upon a merger or consolidation of any association referred to herein with any other association, the Properties, rights and obligations of the Association may, by operation of law, be transferred to another surviving or consolidated association or, alternatively, the properties, rights and obligations of another association may, by operation of law, be added to the properties, rights and obligations of any association as a surviving corporation pursuant to a merger. The surviving or consolidated association may administer the covenants and restrictions established by this Declaration within the Properties together with the covenants and restrictions established upon any other property as one scheme. No such merger or consolidation, however, shall effect any revocation, change or addition to the covenants established by this Declaration.

Section 4. Termination of the Association. In the event of dissolution of the Association, for whatever reason other than merger or consolidation as provided for herein, any Owner may petition the Circuit Court of the Fifteenth Judicial Circuit of the State of Florida for the appointment of a Receiver to manage the affairs of the Association and to make such provisions as may be necessary for the continued management of the affairs of the dissolved Association, the Properties and Common Areas.

Section 5. Termination of Project. In the event of substantial destruction of fifty (50%) percent or greater of the improvements on the Properties or in the event of condemnation of fifty (50%) percent or greater of the Properties, the legal status of Lexington Lakes can be terminated by a majority vote of Members and consent of a majority of Institutional Lenders holding mortgages on lots. In order to terminate the legal status of Lexington Lakes by the Owners for reasons other than substantial destruction or condemnation of the Properties, a vote of two-thirds (2/3) of members and consent from at least two-thirds (2/3) of the Institutional Lenders holding mortgages on lots must be obtained. Said consent shall be implied in the event an

Institutional Lender fails to respond to any written proposal for such an amendment within 30 days of receipt of proper written notice thereof.

Section 6. Common Areas.

A. Ownership. The Association shall hold legal title to the Common Areas for the benefit of the Members.

B. Maintenance. The Association shall be responsible for the maintenance of the Common areas and any improvements or personal property thereon in a continuous and satisfactory manner and for the payment of taxes assessed against the Common Areas, if any, and any improvements and any personal property thereon accruing from and after the date these covenants are recorded. The Association shall at all times maintain in good repair and shall replace as scheduled any and all improvements situated on the Common Areas, including, but not limited to, all recreational parcels or facilities, tree preservation areas, landscaping, paving, drainage structures, street lighting fixtures, television and radio antennae and cable for common use, signs, irrigation systems, sidewalks, mailboxes, and other structures, except public utilities, all such work to be done as ordered by the Board of Directors of the Association acting on a majority vote of the Board members. Maintenance of the street lighting fixtures shall include the fixtures within the Common Areas and shall further extend to payment for electricity consumed in the illumination of such lights. Maintenance of the recreation facilities shall include the payment for all water consumed in the irrigation of said facilities. All work pursuant to this Section and all expenses hereunder shall be paid for by the Association through assessments as provided for in this Declaration. Such assessments shall be against all Lots equally, provided, however, that the cost of any maintenance, repair or replacement caused by the negligent conduct of a Member or by the failure of a Member to comply with the lawfully adopted rules and regulations of the Association shall be levied as a special assessment against such Member. No Owner may waive or otherwise escape liability for the assessments for such maintenance by non-use of the Common Areas or abandonment of his right to use the Common Areas.

C. Street Lighting. The Association shall have the obligation for maintenance of any street lighting facilities. Maintenance of the street lighting fixtures shall include the fixtures within the Common Areas and shall further extend to payment for electricity consumed in the illumination of such lights.

D. Recreation Parcel. Tract A-1 of the Plat of Lexington Lakes is designated as a recreation parcel. This recreation parcel includes a clubhouse, pool and two tennis courts. The Association shall be responsible for maintaining the recreation parcel and all improvements and amenities thereon. The Association shall have the right to add additional recreational improvements and amenities to the recreation parcel.

E. Tree Preservation Area. Tract P-1 of the Plat of Lexington Lakes is designated as a tree preservation area. The area shall be the perpetual maintenance obligation of the Association.

Section 7. Lot Maintenance. The Association shall be responsible for maintaining the exterior Lot. The Association's maintenance responsibility shall include, but not be limited to, care of all lawns, landscaping (inclusive of hedge and shrub trimming), care and/or replacement of trees and shrubs, irrigation pumps and sprinkler systems. Any landscaping added to the exterior Lot by the Owner of a residence shall be maintained by such Owner and shall not be the responsibility of the Association to maintain.

Section 8. Maintenance of Residence. The maintenance of the residence and related improvements constructed on the Lot shall be the complete maintenance responsibility of the Owner(s) thereof.

Section 9. Powers. In addition to the powers provided in its Articles of Incorporation, the Association, through the action of its board of directors, shall have the power, but not the obligation, to enter into an agreement or agreements from time to time with one or more person, firm, or corporation for management services.

Section 10. Rules and Regulations. The Association, through its Board of Directors, may make and enforce reasonable rules and regulations governing the use of the Properties, which rules and regulations shall be consistent with the rights and duties established by this Declaration. Sanctions may include reasonable monetary fines, which shall be levied as Special Assessments as provided in this Declaration and suspension of the right to vote when permitted by the statutes of the State of Florida) and the right to use the recreational facilities. The Board shall, in addition, have the power to seek relief in any court for violations or to abate nuisances. Imposition of sanctions shall be as provided in the Bylaws of the Association. In addition, the Association, through the Board, may, by contract or other agreement, enforce court ordinances or permit Palm Beach County to enforce ordinances on the Properties for the benefit of the Association and its Members

ARTICLE IV ARCHITECTURAL CONTROL

Section 1. Architectural Review Committee. The Architectural Review Committee (ARC) shall be a standing committee of the Association and shall enforce such rules and regulations promulgated by the Board of Directors as may be necessary to carry out the provisions and intent of this section and other provisions of the Association Documents. The ARC shall consist of a Chairman and four (4) members; the Chairman to be appointed by the President of the Association and the members appointed by the Chairman with the advise and consent of the President.

Section 2. Owner to Obtain Approval. No owner shall make, install, place, or remove any building, fence, screen enclosure, porch, wall patio area, pool, spa, landscaping and planting or any other alteration, addition, improvement, or change of any kind or nature to, in, or upon any portion of the Common Areas or the Owners Lot, unless the Owner first obtains the written approval of the ARC to do same, except that such approval shall not be required for any maintenance or repair which does not result in a material change in any improvement, including minor landscaping maintenance such as replacing annual beds. Repainting shall be subject to the approval of the ARC. Any approval hereunder shall not be unreasonably withheld by the ARC, which shall consult with other appropriate committees of the Association in making its decision.

Section 3. No Liability. The ARC shall not be liable to any Owner in connection with the approval or disapproval of any alteration, addition, improvement, or change. Furthermore, any approval of any plans or specifications by the ARC shall not be deemed to be a determination that such plans or specifications are complete or do not contain defects, or in fact meet any standards, guidelines and/or criteria of the ARC, or are in fact architecturally or aesthetically appropriate, or comply with any applicable government requirements, and the ARC shall not be liable for any deficiency, or any injury resulting from any deficiency, in such plans and specifications.

Section 4. Remedy for Violations. In the event this section is violated in that any alteration, addition, improvement, or changes made without first obtaining the approval of the ARC, or is not made in strict conformance with any approval granted by the ARC, the ARC shall specifically have the right to demand, on behalf of the Association, that an Owner stop, remove and/or alter any alteration, addition, improvement or change in a manner which complies with the requirements of the ARC and the Board of Directors may pursue injunctive relief or any other legal or equitable remedy available to the Association in order to accomplish such purpose. Any action to enforce this Section must be commenced within one (1) year after the date of discovery of the violation. The foregoing shall be in addition to any other remedy set forth herein for violations of this document.

ARTICLE V COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation for the Assessments. Each Owner of any Lot, by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree to pay to the Association annual General Assessments for general expenses as outlined in Section 2 hereof, and Special Assessments as provided in Section 4 hereof, such assessments to be fixed, established and collected from time to time as hereinafter provided. The General and Special Assessments, together with such interest thereon and costs of collection thereof as hereinafter provided, shall be a charge on the Lot and shall be a continuing lien upon the Lot against which such Assessment is made and shall also be the personal obligation of the person who was the owner of such Lot at the

time when the assessment fell due. The full Assessment as to each Lot upon which an improvement is constructed shall commence upon the conveyance of the Lot or upon the first occupancy of the improvement, whichever first occurs.

Section 2. Purpose of Assessments. The General Assessments levied by the Association shall be used exclusively for the general expenses of the Association. General expenses are any and all charges for the maintenance of the Common Areas and exterior maintenance (except that specifically requested by an Owner) as provided in Article III, and expenses related with operating the Association for the Members of the Association and their families residing with them and their guest and tenants, including, but not limited to: (1) expenses of administration, maintenance, repair or replacement of the Common Areas; (2) reasonable reserves deemed necessary by the Board of Directors for repair, replacement or addition to the Common Areas; and (3) expenses agreed upon as general expenses by the Association. The Association may obtain the following services and include expenses related thereto as general expenses of the Association: pest control for each residence, cable television and property and homeowners' association management. By a majority vote of the Board of Directors, the Board shall adopt an annual budget for each fiscal year which shall provide for allocation of expenses in such a manner that the obligations imposed by this Declaration will be met.

Section 3. Date of Commencement of General Assessments; Due Dates. The General Assessments commenced on the first day of the month next following the recording of the original declaration referred to herein. Thereafter, the Board of Directors has fixed the date of commencement and amount of the Assessment against each Lot at least thirty (30) days in advance of the commencement period. General Assessments are payable in advance in quarterly installments, or as otherwise determined by the Board of Directors of the Association.

The amount of the General Assessment for any period may be changed at any time by the Board from that originally adopted. The Assessment shall be for the calendar year, but the amount of General Assessment to be levied for any period shorter than a full calendar year shall be in proportion to the number of months remaining in such calendar year.

Section 4. Special Assessments. A Special Assessment may be levied against one or more Lots for the following purposes:

(a) special services to a specific unit or units which services are requested by the Owner(s) thereof pursuant to Section 6 of Article III.

(b) charges for expenses of the Association which are not general expenses but which are attributable to a specific unit or units and which are designated as a special charge

(c) reimbursement for damages caused by an Owner, Owners, their family members, guests, invitees or tenants.

(d) capital improvements relating to the Common Area , except that no such special assessment shall be made unless the amount of the capital expenditure has been approved by a majority of members of the Association at a meeting called for such purpose.

(e) late charges, user fees, fines and penalties.

(f) any other charge which is not a general expense.

(g) any general expense, which exceeds the amount budgeted, or any emergency expense which exceeds the amount of any reserves or other Association funds.

The Board of Directors shall fix the amount and due date of any Special Assessment by resolution, which resolution shall also set forth the Lot or Lots subject to such Assessment.

Section 5. Reserves. The budget may reflect reserve funds for deferred maintenance and capital expenditures

Section 6. Trust Funds. The portion of all General Assessments collected by the Association as reserves for future expenses and the entire amount of all Special Assessments collected for capital improvements shall be held by the Association in trust for the benefit of the Association membership.

Section 7. Roster; Notice; Certificate. A roster of the Lots and Assessments applicable thereto shall be kept in the office of the Association and shall be open to inspection by any Owner.

The Association shall, upon demand at any time, furnish to any Owner liable for an Assessment a certificate in writing signed by an officer or agent of the Association, setting forth whether such Assessment has been paid as to the Lot owned by the Owner making request therefor. Such certificate shall be conclusive evidence of payment of any Assessment to the Association therein stated to have been paid.

Section 8. Collection of Assessment; Effect of Non Payment of Assessments; The Personal Obligation of the Owner; The Lien; Remedies of the Association. If an Assessment is not paid within ten (10) days after the due date, the Association shall have the right to charge the default Owner a late fee of ten percent (10%) of the amount of the Assessment, or Ten and 00/100 (\$10.00) Dollars, whichever is greater, plus interest at the then highest rate of interest allowable by law from the due date until paid. If there is no due date applicable to any particular Assessment, then the Assessment shall be due ten (10) days after written demand by the Association. If any owner is in default in the payment of any Assessment owed to the Association for more than thirty (30) days after written demand by the Association, the Association, upon written notice to the defaulting Owner shall have the right to accelerate and require such defaulting Owner to pay Assessments to the Association for the next twelve (12) month period based upon the then existing amount and frequency of Assessments. In the event of such

acceleration, the defaulting Owner shall continue to be liable for any increases in the regular assessments payable to the Association. If the Assessments and any late fees and interest are not paid on the date when due, then such Assessments and any late fees and interest shall become delinquent and shall, together with such interest thereon and the cost of collection thereof, as hereinafter provided, become a continuing lien on the property which shall bind such property in the hands of the Owner, his heirs, devisees, personal representatives, successors and assigns. Any individual who acquires title to a Lot upon the death of an Owner or by operation of law shall be personally liable for unpaid Assessments and late fees with respect to such Lot. In any voluntary conveyance, the Grantee shall be jointly and severally liable with the Grantor for all unpaid Assessments made prior to the time of such voluntary conveyance, without prejudice to the rights of the Grantee to recover from the Grantor the amounts paid by the Grantee therefor.

The Association may bring an action at law against the Owner personally obligated to pay the same or may record a claim of lien against the property on which the Assessment and late fees are unpaid, or may foreclose on the lien against the property on which the Assessment and late fee are unpaid in like manner as a foreclosure of a mortgage on real property, or pursue one or more of such remedies at the same time or successively, and there shall be added to the amount of such Assessment and late fee, attorney's fees and costs of preparing and filing the claim of lien and the complaint in such action, and, in the event a judgement is obtained, such judgement shall include interest on the Assessment and late fee as above provided and a reasonable attorney's fee to be fixed by the court together with the costs of the action, and the Association shall be entitled to attorney's fees in connection with any appeal of any such action.

It shall be the legal duty and responsibility of the Association to enforce payment of the Assessments and late fees hereunder.

Section 9. Subordination of the Lien to First Mortgages. The lien of Assessments, including interest, late charges (subject to the limitations of Florida laws), and costs (including attorney's fees) provided for herein, shall be subordinate to the lien of any first mortgage of an Institutional Lender upon any Lot. The sale or transfer of any Lot or parcel of land shall not affect the Assessment lien. However, the sale or transfer of any Lot or parcel pursuant to judicial or non judicial foreclosure of a first mortgage shall extinguish the lien of such Assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot or parcel from lien rights for any Assessments thereafter becoming due. When the Institutional Lender of a first mortgage of record or other purchaser of such a Lot obtains title, its successors and assigns shall not be liable for the Assessments chargeable to such Lot which become due prior to the acquisition of title to such Lot by such acquirer. Such unpaid assessments shall be deemed to be an Assessment divided equally among, payable by and assessed against all Lots, including the Lot as to which the foreclosure (or conveyance in lieu of foreclosure) took place.

Section 10. Exempt Property. The Board of Directors shall have the right to exempt property subject to this declaration from the Assessments, charges, and liens created herein if such property is used (and as long as it is used) for any of the following purposes:

a. Any easement or other interest therein dedicated and accepted by a public authority and devoted to public use.

b. All Common Areas as defined in Article I hereof.

c. All Properties exempt from ad valorem taxation by the laws of the State of Florida, to the extent agreed to by the Association.

ARTICLE VI EASEMENTS

Section 1. Members' Easements. Each Member of the Association and each tenant, agent and invitee of such Member shall have a permanent and perpetual easement for ingress and egress for pedestrian and vehicular traffic over and across the walkways, driveways and roads from time to time laid out on the Common Areas, for use in common with all such Members, their tenants, agents and invitees. The portion of the Common Areas not used, from time to time, for walkways and/or driveways or lakes shall be for the common use and enjoyment of the Members of the Association and each Member shall have a permanent and perpetual easement for pedestrian traffic across all such portions of such tracts and for the use of same in such manner as may be regulated by the Association. The foregoing easements are subject to the following:

(a) The right and duty of the Association to levy assessments against each Lot for the purpose of maintaining the Common Areas and facilities in compliance with the provisions of this Declaration and with any restrictions on the various plats of the Properties from time to time recorded.

(b) The right of the Association to suspend the voting rights and rights to use the Common Areas and facilities by an Owner for any period during which any assessment against his Lot remains unpaid to the extent permitted by Florida law; and for a period not to exceed sixty (60) days for any infraction of its lawfully adopted and published rules and regulations.

(c) The right of the Association to adopt and enforce rules and regulations governing the use of the Common Areas and all facilities situated thereon.

The right of an Owner to the use and enjoyment of the Common Areas and facilities thereon shall extend to the members of his immediate family who reside with him, tenants and

guests, subject to regulations from time to time adopted by the Association in its lawfully adopted and published rules and regulations.

Section 2. Easements Appurtenant. The easements provided in Section 1 shall be appurtenant to and shall pass with the title to each Lot.

Section 3. Utility Easements. Public utilities may be installed underground in the Common Areas when necessary for the service of the Properties, but all use of utility easements shall be in accordance with the applicable provisions of this Declaration.

A right and easement for utility services as originally installed by the Developer to each Lot is hereby established in favor of the providers of electric service, water, telephone and cable television. No Owner shall take any action which would in any way interfere with this easement. Any Owner who damages or interferes with such utility service or services shall promptly, at his expense, repair or correct any such utility service or services.

In particular, a right and easement for utility services is hereby established in favor of Florida Power & Light Company, Southern Bell and for cable purposes over, under, on and above each Lot, as shown on the sketch attached hereto as Exhibit "C", to service not only the Lot encumbered by the easement, but also any Lot adjacent thereto. This easement shall be for the installation, service and maintenance of the utilities specified herein, for all required access related thereto, for access for the purpose of reading the electrical meters, as well as for the general use for the utility purposes specified herein. The beneficiary of this easement shall not be responsible to replace or repair any landscaping damaged as a result of the use of the easement created herein. The easement established herein may not be amended without the express written consent of the beneficiary of said easement.

Section 4. Public Easements. Firefighters, police, health, sanitation and other public service and utility providers' personnel and vehicles shall have a permanent and perpetual easement for ingress and egress over and across the Properties.

Section 5. Easements for Encroachment. There shall be reciprocal appurtenant easements of encroachment as between each residence and such portion or of the Common Area adjacent thereto or as between adjacent Lots due to the unintentional placement or settling or shifting of the improvements constructed, reconstructed, or altered thereon (in accordance with the terms of these restrictions) to a distance of not more than one (1) foot, as measured from any point on the common boundary between each Lot and the adjacent portion of the Common Area or as between said adjacent Lots, as the case may be, along a line perpendicular to such boundary at such point; provided; however, in no event shall an easement for encroachment exist if such encroachment occurred due to willful and knowing conduct on the part of an Owner, tenant, or the Association.

Section 6. Additional Easement. The Association shall have the right to grant such additional electric, telephone, gas, sprinkler, irrigation, cable television or other easements, and to

relocate any existing easements in any portion of the Properties and to grant access easements and to relocate any existing access easements in any portion of the Properties as it shall deem necessary or desirable for the proper operation and maintenance of the Properties, or any portion thereof, or for the general health or welfare of the Owners or for the purpose of carrying out any provisions of this Declaration; provided that such easements or the relocation of existing easements will not prevent or unreasonably interfere with the use of the Lots for dwelling purpose.

Section 7. Association Easement. For the purpose solely of performing its obligations under the provisions of this Declaration, the Association, through its duly authorized agents, employees or independent contractors, shall have the right, after reasonable notice to the Owner, to enter upon any Lot at reasonable hours of any day. In the event of an emergency, such right of entry shall exist without notice on any day. Each Owner hereby grants to the Association, its duly authorized agents, employees or independent contractors, such easements for ingress and egress as may be reasonably necessary to effect and perform the exterior maintenance and the privacy wall maintenance or construction, as otherwise provided herein. In addition, The owner of the adjoining property (not with the Properties) may grant the Association, its duly authorized agents, employees or independent contractors, such easements for ingress and egress across its property to effect and perform its duties. In such event, the Association shall indemnify the adjoining property owner for any damage or injury to the easement areas caused by the use thereof or access to perform the exterior maintenance.

Section 8. Construction Easement. Each Lot and the Common Area is hereby subjected to a permanent easement appurtenant to any adjoining Lot to permit the construction, existence, maintenance, repair and restoration of structures located on such adjoining Lot, provided that the construction of such structure is permitted and approved as elsewhere herein provided. The owner of the dominant tenement shall have the right, at all reasonable times, to enter the easement area in order to construct improvements, and to maintain, repair and restore any improvements located on the dominant tenement, provided, however, that such entry shall only be allowed during daylight hours and with the prior knowledge of the owner of the servient tenement. In case of emergency, such right of entry shall be immediate, not restricted as to time and not conditioned upon prior knowledge of the owner of the servient tenement. The owner of the servient tenement shall not place any improvements, material or obstacle in or over the easement area on the servient tenement which would unreasonably interfere with the rights of the owner of the dominant tenement granted by this Section. Any such improvement, material or obstacle shall be promptly removed by the owner of the servient tenement at that Owner's expense when requested by the Owner of the dominant tenement or Declarant notwithstanding any lapse of time since such improvement, material or obstacle was placed in or over the easement area. In the event an Owner fails to move such improvement, material or obstacle, then the Association may remove same and the expense of such removal shall be charged to the Owner as an assessment.

Section 9. Zero-Lot-Line Easement. If a residence is constructed within one foot of the side Lot line of any Lot, the Owner of the adjoining Lot shall have the right to use the face of the

wall facing said adjoining Lot for purposes approved by the Association. Said approval shall be in writing and shall be in the form approved by the Association. Notwithstanding the foregoing, the Owner of the Adjoining Lot shall have the right to use the top of the wall or the face of the wall facing the adjoining Lot in order to attach and secure the screen enclosure for the adjoining Lot. Screen enclosures installed by the Developer are permitted. Screen enclosures installed by the Owner must be approved in writing by the Association prior to installation.

In order to allow the Owner of any residence which is located within one foot of the side Lot line of any Lot to maintain the wall facing the adjoining Lot, said Owner shall have an easement over such adjoining Lot, with the right to ingress and egress during reasonable times of day, for the purpose of maintaining and repairing the wall facing said adjoining Lot. This easement shall not exist for that portion of the privacy wall which is within the screen enclosure on the adjoining Lot. In this instance, the Owner of the adjoining Lot shall be responsible for maintaining that portion of the privacy wall within the screen enclosure. Additionally, the Owner of the screen enclosure attached to the wall shall be responsible for all maintenance of the screen enclosure and related attachments, and for the maintenance of the wall necessitated by the screen enclosure and related attachments.

There shall be a three (3') foot easement for underground footings, for eaves, overhangs, gutters, other protrusions, and underground pipelines over said adjoining Lot. The easements created in this section shall be permanent, perpetual and exclusive to the Owners involved.

Section 10. Privacy Wall. Each Lot and the Common Area abutting the perimeter of the Properties is hereby subject to a permanent five foot easement in favor of the Association to permit the construction, existence, maintenance, repair and restoration of a privacy wall and/or fencing on the perimeter boundary of the Properties. Any wall and/or fencing erected in such easement shall be the property and maintenance responsibility of the Association.

Section 11. Lake Worth Drainage District. Tract "D-1" is dedicated to the Lake Worth Drainage District (the "LWDD") on the plat of Lexington Lakes and is the maintenance responsibility of the LWDD. An easement from Declarant in favor of LWDD has been recorded in Official Records Book 6604, Page 1092 of the Public Records of Palm Beach County, Florida. In the event the LWDD fails to maintain Tract "D-1" in keeping with the community wide standard of Lexington Lakes, the Association may provide the maintenance.

Section 12. Drainage Easements. An easement for cross drainage of run-off water shall exist over adjoining Lots. The easement created in this section shall be permanent, perpetual and exclusive to the Owners involved. Additionally, an easement for cross drainage of run-off water shall exist over Lots 38 through 44 of the plat of Lexington Lakes as recorded in Plat Book 68,, Pages 17 through 20 of the Public Records of Palm Beach County, in favor of LWDD with respect to the 13 foot right-of-way adjacent to and contiguous to Lots 38 through 44.

Section 13. Additional Privacy Wall and Use Easement. Each Lot and the Common Area adjacent to a lot is hereby subject to an exclusive easement in favor of the immediately adjacent Lot or Lots (the "Adjacent Lot"), for (i) the construction, existence, maintenance, repair and restoration of a privacy wall constructed by the Developer, and (ii) in the event a privacy wall is constructed by the Developer, the use of the open space easement property within the privacy wall by the Adjacent Lot Owner. This easement shall only be effective as to privacy walls constructed by the Developer. A sketch of a typical easement is attached hereto as Exhibit "D".

ARTICLE VII GENERAL RESTRICTIVE COVENANTS

Section 1. Applicability. The provisions of this Article shall be applicable to all Lots situated within the Properties.

Section 2. Land Use. No Lot shall be used except for residential purposes.

Section 3. Change in Buildings. No Owner shall make or permit any structural modification or alteration of any building except as per Article IV herein, and such consent may be withheld if, in the sole discretion of the party denying the same, it appears that such structural modification or alteration would adversely affect or in any manner endanger other dwelling units. No building shall be demolished or removed without the prior written consent of both the Board of Directors of the Association and Owner(s) of the immediately adjoining building(s). In the event any building is demolished or removed, if replaced, said building shall be replaced with a unit of similar size and type within twelve (12) months. In the event the building is not replaced, then the Lot shall be sodded and maintained as a landscaped Lot.

Section 4. Building Location. Buildings shall be located in conformance with the zoning Code of the County of Palm Beach, Florida and any specific zoning approvals thereunder, or as originally constructed on a Lot by Developer or its successor or assignee. Whenever a variance or special exception as to building location or other item has been granted by the authority designated to do so under the Zoning Code, said variance or special exception is hereby adopted as an amendment to this Section and any future variance or special exception as to building location or other item shall constitute an amendment of this Section.

Section 5. Landscaping of Easements. In addition to the easements reserved herein, easements for drainage, installation and maintenance of utilities and for ingress and egress are shown on the recorded plat(s) of the Properties. Within these easements, no structure, planting or other material may be placed or permitted to remain that will interfere with vehicular traffic or prevent maintenance of utilities. Public utility companies servicing the Properties and the Association, their successors and assigns, shall have a perpetual easement for the installation and maintenance of water lines, sprinkler lines, sanitary sewers, storm drains, gas lines, electric and telephone lines, cables and conduits, including television cables and conduits and such other

installations as may be required or necessary to provide maintenance and utility services to the Lots and/or the Common Areas under and through the utility easements as shown on the plat(s). Any damage caused to pavement, driveways, drainage structures, sidewalks, other structures, or landscaping in the installation and maintenance of such utilities shall be promptly restored and repaired by the utility whose installation or maintenance caused the damage. All utilities within the subdivisions, whether in streets, rights-of-way or utility easements, shall be installed and maintained underground, provided, however, that water and sewer treatment facilities and control panels for utilities may be installed and maintained above ground.

Section 6. Nuisances. No noxious or illegal activity shall be carried on upon any Lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood or any other Lot Owner. In the event of any question as to what may be or become a nuisance, such question shall be submitted to the Association for a decision in writing, which decision shall be final. In addition, no weeds, underbrush or other unsightly growths shall be permitted to grow or remain upon any Lot. No refuse pile or unsightly objects shall be allowed to be placed or suffered to remain on any Lot; and in the event that an Owner shall fail or refuse to keep his Lot free of weeds, underbrush or refuse piles or other unsightly growths or objects, then the Association may enter upon said premises and the same at the expense of the Owner, and such entry shall not be deemed a trespass. All garbage or trash containers must be underground or placed in walled-in-areas so that they shall not be visible from the adjoining Properties.

Section 7. Temporary Structures. No structure of a temporary character, or trailer, tent, mobile home, or recreational vehicle shall be permitted on any Lot, either temporarily or permanently, except for a mobile home being loaded or unloaded at a Lot, without prior consent of the Board of Directors acting upon the recommendation of the ARC.

Section 8. Signs. Except for one sign no more than 12" long by 3" high used to indicate the name of the resident on the residence, a sign of like size on a resident's mailbox, and a sign noting the name of a security company supplying security services to the residence, no sign of any kind, including "for rent", "for sale", or "open house", shall be displayed to the public view on the Properties, without the prior consent of the Board of Directors acting upon the recommendation of the Architectural Review Committee. The Association may erect on the Common Areas an entrance sign, or entrance signs, indicating the name of the community. Notwithstanding the foregoing, all signs indicating the name of the resident and conforming to this section before amendment may continue to be validly displayed to public view on the properties.

Section 9. Oil and Mining Operations. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in the Properties nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in the Properties. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any portion of the land subject to these restrictions.

Section 10. Animals and Pets. No animals, livestock, or poultry of any kind may be raised, bred, kept or permitted on any Lot, with the exception of dogs, cats, or other usual and common household pets in a reasonable number. The keeping of a dog or other domestic pet is not a right of an Owner, but is a conditional license. This conditional license is subject to termination at any time by the Board of Directors upon a finding that a dog or other pet is vicious, is annoying to other residents, or has in any way become a nuisance. The owner of a pet assumes liability for all damage to persons or property caused by the pet or resulting from its presence at the Properties.

This license is subject to the following conditions:

- (a) Pets shall be kept on a leash at all times when outside a building and not enclosed within a fenced-in area.
- (b) Pets are permitted to have excrements upon the Common Areas provided that the Owner shall immediately remove such excrement from the Common Areas with a "Pooper-Scooper" or other appropriate tool and deposit said waste in an approved trash receptacle.
- (c) The owner of a pet shall be responsible, and by virtue of ownership, assumes responsibility for any damage to persons or property caused by his pet(s).
- (d) Any pet whose owner violates the provisions and intent of these rules shall be deemed a nuisance and subject to removal in accordance with the provisions of this Declaration.

Section 11. Visibility at Intersections. No obstruction to visibility at street intersections shall be permitted.

Section 12. Commercial Trucks, Trailers, Campers and Boats. Except as stated in Section 7 of this Article, no commercial trucks or commercial vehicles, campers, mobile homes, motor homes, boats, house trailers, or trailers of every other description shall be permitted to be parked or to be stored at any place on any Lot, except only during the periods of approved construction on said Lot, and except that they may be stored within garages. The term "commercial vehicle" shall include all automobiles, trucks and vehicular equipment, including station wagons, which bear signs or shall have printed on same some reference to any commercial undertaking or enterprise, or vehicles of more than six (6) feet in height. This prohibition of parking shall not apply to temporary parking of trucks and commercial vehicles, such as for pick-up, delivery, and other commercial services.

Section 13. Fences. No fence, wall or other structure shall be erected in the front yard, back yard, or side yard except as originally installed by Developer or its assignee, or with the prior consent of the Board of Directors acting through the ARC.

Section 14. Garbage and Trash Disposal. No garbage, refuse, trash or rubbish shall be deposited on any Lot except in a walled in area; provided, however, that the requirements from

time to time of the County of Palm Beach for disposal or collection shall be complied with. All garbage placed out for collection must be in sealed garbage bags, covered plastic garbage cans, or such other containers supplied or approved by the garbage collecting authority.

Section 15. Drying Areas. Drying areas will be permitted only in locations approved by the ARC and only when protected from view by screening or fencing approved by the ARC. The ARC may enact reasonable regulations that do not have the effect of prohibiting drying areas or clotheslines on any Lot. No absolute prohibition of outside clotheslines or drying areas shall be permitted.

Section 16. Gas Containers. No gas tank, gas container or gas cylinder (except those placed by the Developer or approved by the ARC in connection with the installation of swimming pools and/or permanent barbecues, and except those used for portable barbecues) shall be permitted to be placed on or about the outside of any house or any ancillary building, and all such items (except those placed by the Developer in connection with the installation of swimming pools and/or permanent barbecues, and except those used for portable barbecues) shall be installed underground in every instance where gas is used. In the alternative, gas containers may be placed above ground if enclosed on all sides by a decorative safety wall approved by the ARC). Portable barbecues must be located or screened so as to be concealed from view of neighboring Lots, streets and property located adjacent to the Lot.

Section 17. Communication Equipment. Except as may be installed by the Developer or as may be permitted by the ARC, and subject to the rules and regulations of the Federal Communications Commission, no antennas, satellite dishes, aerials, or lines, wires or other devices for communication or transmission of current shall be placed on any portion of the Properties. In no event, however, shall lines or wires for communication or the transmission of current be constructed, placed or permitted to be placed within the Common Areas unless the same shall be installed by the Association for the common use of all Members, and shall be protected cables, and any of said lines or wires which are not located in buildings shall be constructed or placed and maintained underground. Any line or wire installations permitted by the Architectural Review Committee pursuant to this Section shall be protected cable and shall only be installed underground.

Section 18. County Requirements. Any plat or replat of the Properties subject to this Declaration must conform with the master plan as approved by Palm Beach County as well as the applicable site plan as approved by any Site Plan Review Committee thereof.

Section 19. Drainage. No change in any drainage pattern of any Lot, after issuance of a certificate of occupancy for the dwelling thereon, or of any portion of the Properties, after all contemplated improvements have been completed, shall be made which will cause undue hardship to an adjoining Lot or adjoining property with respect to natural runoff of rain water. Streets, swales, and any other areas designated as retention areas pursuant to the engineer's drainage plans

will retain water during certain storm periods that may extend for period of time beyond the engineer's design estimate.

Section 20. Leasing. No Lot shall be leased more than once annually for any period of time up to one year. Each Owner shall be responsible for the acts and omissions, whether negligent or willful, of any person residing on his Lot, and for all guests and invitees of the Owner or any such resident, and in the event the acts or omissions of the foregoing shall result in any damage to the Common Area, or any liability to the Association, the Owner shall be assessed for same as in the case of any other Assessment, limited where applicable to the extent that the expense or liability is not met by the proceeds of insurance carried by the Association. Furthermore, any violation of any of the provisions of this Declaration, of the Articles, or the Bylaws by any resident of a Lot shall also be deemed a violation by the Owner, and shall subject the Owner to the same liability as if such violation was that of the Owner.

With respect to any tenant or any person present on any Lot or any portion of the Properties, other than an Owner and the members of his immediate family permanently residing with him in the Lot, if such person shall materially violate any provision of the Declaration, the Articles, the Bylaws, or be a source of annoyance to the residents of the Properties, or shall willfully damage or destroy any Common Areas or personal property of the Association, then, upon written notice by the Association, such person shall be required to immediately leave the Properties and if such person does not do so, the Association is authorized to commence an action to evict such tenant or compel the person to leave the Properties and, where necessary, to enjoin such person from returning. The expense of any such action, including attorneys' fees, may be assessed against the applicable Owner, and the Association may collect such Assessment and have a lien for same as elsewhere provided. The foregoing shall be in addition to any other remedy of the Association.

ARTICLE VIII INSURANCE AND CASUALTY LOSSES

Section 1. Insurance. The Association's Board of Directors, or its duly authorized agent, shall have the authority to and shall obtain blanket all-risk insurance, if reasonably available, for all insurable improvements on the Common Areas. If blanket all-risk coverage is not reasonably available, then, at a minimum, an insurance policy providing fire and extended coverage shall be obtained. This insurance shall be in an amount sufficient to cover one hundred percent (100%) of the replacement cost of any repair or reconstruction in the event of damage or destruction from any insured hazard.

The Board shall also obtain a public liability policy covering the Common Areas, the Association and its Members for all damage or injury caused by the negligence of the Association or any of its Members or agents. The public liability policy shall have at least a One Million dollar (\$1,000,000.00) single person limit as respects bodily injury and property damage, a Two Million

dollar (\$2,000,000.00) limit per occurrence, if reasonably available, and a Five Hundred Thousand dollar (\$500,000.00) minimum property damage limit.

Premiums for all insurance on the Common Areas shall be common expenses of the Association. The policy may contain a reasonable deductible, and the amount thereof shall be added to the face amount of the policy in determining whether the insurance at least equals the full replacement cost. The deductible shall be paid by the party who would be responsible for the repair in the absence of insurance and in the event of multiple parties, shall be allocated in relation to the amount each party's loss bears to the total.

Cost of insurance coverage obtained for the Common Areas shall be included in the General Assessment as provided in Article IV.

All such insurance coverage obtained by the Board of Directors shall be written in the name of the Association as Trustee for the respective benefitted parties as further identified in (b) below. Such insurance shall be governed by the provisions hereinafter set forth:

(a) All policies shall be written with a company licensed to do business in Florida which holds a Best's rating of A or better and is assigned a financial size category of XI or larger as established by A. M. Best Company, Inc., if reasonably available, or, if not available, the most nearly equivalent rating.

(b) All policies on the common Areas shall be for the benefit of the Owners and their Mortgagees as their interests may appear.

(c) Exclusive authority to adjust losses under policies in force on the Properties obtained by the Association shall be vested in the Association's Board of Directors; provided, however, no mortgagee having an interest in such losses may be prohibited from participating in the settlement negotiations, if any related thereto.

(d) In no event shall the insurance coverage obtained and maintained by the Association's Board of Directors hereunder be brought into contribution with insurance purchased by individual Owners, occupants, or their mortgagees.

(e) All casualty insurance policies shall have an inflation guard endorsement, if reasonably available, and an agreed amount endorsement with an annual review by one or more qualified persons, at least one of whom must be in the real estate industry and familiar with construction in the Palm Beach County, Florida area.

(f) The Association's Board of Directors shall be required to make every reasonable effort to secure insurance policies that will provide for the following:

i. a waiver of subrogation by the insurer as to any claims against the Association's Board of Directors, its manager, the Owners, and their respective tenants, servants, agents, and guests;

ii. a waiver by the insurer of its rights to repair, and reconstruct, instead of paying cash;

iii. that no policy may be canceled, invalidated or suspended on account of any one or more individual Owners;

iv. that no policy may be canceled, invalidated, or suspended on account of the conduct of any Director, officer, or employee of the Association or its duly authorized manager without prior demand in writing delivered to the Association to cure the defect and the allowance of a reasonable time thereafter within which the defect may be cured by the Association, its manager, any Owner, or mortgagee;

v. That any "other insurance" clause in any policy exclude individual Owners' policies from consideration; and

vi. That no policy may be canceled or substantially modified without at least ten (10) days' prior written notice to the Association.

(g) The Association's Board of Directors may, in their discretion, obtain such other types of insurance for the Association as they deem necessary.

In addition to the other insurance required by this section, the Board of Directors shall obtain, as a common expense, workers' compensation insurance, if and to the extent necessary, and fidelity bond or bonds on Directors, officers, employees and other persons handling or responsible for the Association's funds. The Amount of fidelity coverage shall be determined in the Directors' best business judgement, but may not be less than three (3) months assessments, plus reserves on hand. Bonds shall contain a waiver of all defenses based upon the exclusion of persons serving without compensation and may not be canceled or substantially modified without at least ten (10) days prior written notice to the Association.

Section 2. Individual Insurance. By virtue of taking title to a Lot subject to the terms of this Declaration, each Owner covenants and agrees with all other Owners and with the Association that each Owner shall carry blanket all-risk casualty insurance on the Lot(s) and structures constructed thereon as provided for in Section 1 of this Article. Each Owner further covenants and agrees that in the event of a partial loss or damage and destruction resulting in less than total destruction of structures comprising his Lot, the Owner shall proceed promptly to repair or to reconstruct the damaged structure in a manner consistent with the original construction and the Owner shall pay the costs of any repair or reconstruction which are not covered by insurance proceeds. In the event that the structure is totally destroyed, the Owner may

decide not to rebuild or to reconstruct, in which case the Owner shall clear the Lot of all debris and return it to substantially the natural state in which it existed prior to the beginning of construction and the Owner shall continue to maintain the Lot in a neat and attractive condition.

Section 3. Disbursements of Proceeds. Proceeds of insurance policies shall be disbursed as follows:

(a) If the damage or destruction for which the proceeds are paid is to be repaired or reconstructed, the proceeds, or such portion thereof as may be required for such purpose, shall be disbursed in payment of such repairs or reconstruction as hereinafter provided. Any proceeds remaining after defraying such cost of repairs or reconstruction to the Common Areas, or, in the event no repair or reconstruction is made, after making such settlement as is necessary and appropriate with the affected Owner or Owners and their mortgagee(s) as their interests may appear, shall be retained by and for the benefit of the Association and placed in the capital reserves account. This is a covenant for the benefit of any mortgagee of a Lot and may be enforced by such mortgagee.

Section 4. Damage and Destruction.

(a) Immediately after the damage or destruction by fire or other casualty to all or any part of the Properties covered by insurance written in the name of the Association, the Board of Directors, or its duly authorized agent, shall proceed with filing an and adjusting all claims arising under such insurance and obtain reliable and detailed estimates of the cost of repair or reconstruction of the damaged or destroyed Properties. Repair or reconstruction, as used in this paragraph, means repairing or restoring the Properties to substantially the same condition in which they existed prior to the fire or other casualty.

(b) Any damage or destruction to the Common Areas shall be repaired or reconstructed unless at least two-thirds (2/3) of the total vote of the Association shall decide within sixty (60) days after the casualty not to repair or reconstruct. If for any reason either the amount of the insurance proceeds to be paid as a result of such damage or destruction, or reliable and detailed estimates of the cost of repair or reconstruction, or both, are not made available to the Association within said period, then the period shall be extended until such information shall be made available; provided, however, such extension shall not exceed sixty (60) days. No mortgagee shall have the right to participate in the determination of whether the Common Areas damage or destruction shall be repaired or reconstructed.

Section 5. Repair and Reconstruction. If the damage or destruction to the Common Areas for which the insurance proceeds are paid is to be repaired or reconstructed, and such proceeds are not sufficient to defray the cost thereof, the Board of Directors shall, without the necessity of a vote of the Members, levy a special assessment against all Owners on the same basis as provided for assessments. Additional assessments may be made in like manner at any time during or following the completion of any repair or reconstruction.

ARTICLE IX
CENTRAL CABLE TELECOMMUNICATIONS AND ELECTRONIC MONITORING
SYSTEMS

Section 1 Ownership and Use. The Association, for the benefit of all of its member, reserves and retains:

(a) The title to any cable telecommunication receiving and distribution system and any electronic monitoring system which the Association installs or causes to be installed within Lexington Lakes, together with a perpetual easement for the placement and location thereof, including, without limitation, conduits, wires, amplifiers, towers, antennae and related apparatus and equipment; and

(b) A perpetual easement for ingress and egress from Lexington Lakes Homeowners' Association, Inc. to the supplier or suppliers of such service, to maintain, install, repair and replace the aforesaid apparatus and equipment; and

(c) The right to connect the central telecommunications and electronic monitoring system to such receiving sources as the Association, acting through its Board of Directors, deems appropriate, including, without limitation, companies licensed to provide the cable TV, security and/or electronic monitoring service in Palm Beach County, Florida, for which service Developer, its successors and assigns shall have the right to charge each Owner a reasonable fee, not to exceed the maximum allowable charge for such services as from time to time may be defined by the laws and ordinances of Palm Beach County, Florida. The provisions of this subsection (c) shall not, however, be applicable to any property which is the subject of this Declaration which is hereinafter owned in fee simple by any cable TV or monitoring company or any of its subsidiary corporations, or any successor in title to any such property; and

(d) The right to empower a licensee or franchisee to provide exclusive cable telecommunication, security and/or electronic monitoring services within Lexington Lakes, to enter into an exclusive agreement with such licensee or franchisee, and to collect such license or franchise fees in connection therewith as the Board of Directors of the Association deems appropriate. A specified monthly charge (the "Base Assessment") shall be assessed to each Lot for the fees charged to the Association pursuant to any such exclusive agreement, whether or not the Owner elects to use such services. The Association shall have all obligations under such exclusive agreements for cable TV and/or electronic monitoring services, and all payments shall belong to the Association. The Association recognizes that such agreements benefit Lexington Lakes and the Owners and that beneficial terms and conditions were obtained through the execution of such agreement, and that notwithstanding any future statutory provisions under Florida law allowing cancellation of such agreements, that the Association will not unreasonably cancel such agreements.

Section 2. Security Services. The Association, its successors or assigns, and the cable TV or security system operator may enter into contracts for the provision of cable TV and security systems through the central cable telecommunication systems or through other providers of cable TV or security systems. THE ASSOCIATION AND THE CABLE TV AND/OR SECURITY SYSTEM OPERATORS OR PROVIDERS, DO NOT GUARANTEE OR WARRANT, EXPRESSLY OR IMPLIED, THE MERCHANTABILITY OR FITNESS OF USE OF ANY SUCH SYSTEMS OR SERVICES, OR THAT ANY SYSTEM OR SERVICES WILL PREVENT INTRUSIONS, FIRES OR OTHER OCCURRENCES, WHICH THE SYSTEM OR SERVICES ARE DESIGNED TO MONITOR; AND EVERY OWNER OR OCCUPANT OF THE PROPERTY SERVICED BY THE CABLE TV AND ELECTRONIC MONITORING SYSTEMS ACKNOWLEDGES THAT THE ASSOCIATION OR ANY SUCCESSOR, AND THE CABLE TV OR SECURITY SYSTEM OPERATORS OR PROVIDERS, WILL NOT BE RESPONSIBLE OR LIABLE FOR LOSSES OR INJURIES 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 monitoring service provider to perform any of its obligations with respect to electronic monitoring services, and therefore every Owner or occupant of property receiving security or cable TV services through the central system, through independent cable TV or security systems, through telephone or radio systems or any combination thereof agrees that the Association and the communications system operator assume no liability for loss or damage to property or for personal injury or death to persons due to failure in transmission of an alarm, interruption of electronic monitoring services or failure to respond to an alarm because of (a) any failure of the Owner's security system, (b) any defective or damaged equipment, device, line or circuit, (c) negligence of the electronic monitoring service provider or independent service provider or its officers, agents or employees; or (d) fire, flood, riot, war, act of God or other similar causes beyond the control of the electronic monitoring service provider. EVERY OWNER OR OCCUPANT OF PROPERTY OBTAINING SECURITY SERVICES THROUGH THE CENTRAL SYSTEM FURTHER AGREES FOR HIMSELF, HIS GUESTS, INVITEES AND LICENSEES THAT IF ANY LOSS OR DAMAGE SHOULD RESULT FROM A FAILURE OF PERFORMANCE OR OPERATION, OR FROM IMPROPER INSTALLATION, MONITORING OR SERVICING OF THE SYSTEM, THE LIABILITY, IF ANY, OF THE ASSOCIATION, ANY INDEPENDENT SERVICE PROVIDER, OR THE ASSOCIATION AND THE CABLE SYSTEM OR SECURITY SYSTEM OPERATORS OR PROVIDERS OR THEIR SUCCESSORS OR ASSIGNS, FOR LOSS OR DAMAGE SUSTAINED SHALL BE LIMITED TO A SUM NOT EXCEEDING \$250.00, WHICH LIMITATION SHALL APPLY NOTWITHSTANDING THAT THE LOSS OR DAMAGE RESULTS DIRECTLY OR INDIRECTLY FROM NEGLIGENT PERFORMANCE OR NON PERFORMANCE BY THE ASSOCIATION OR THE CABLE SYSTEM OR SECURITY SYSTEM OPERATORS. FURTHER, IN NO EVENT WILL THE ASSOCIATION, THE CABLE SYSTEM OR SECURITY SYSTEM OPERATORS OR PROVIDERS OR THEIR SUCCESSORS OR ASSIGNS BE LIABLE FOR CONSEQUENTIAL DAMAGES, WRONGFUL DEATH, PERSONAL INJURY OR COMMERCIAL LOSS.

ARTICLE X MORTGAGEES' RIGHTS

The following provisions are for the benefit of holders, insurers or guarantors of first mortgages on Lots in the Properties:

Section 1. Notice of Action. An institutional holder, insurer or guarantor of a first mortgage who provides written request to the Association (such request to state the name and address of such holder, insurer or guarantor and the Lot number), thereby becoming an "eligible holder", will be entitled to written notice of:

(1) any condemnation loss or any casualty loss which affects a material portion of the Properties or which affects any Lot on which there is a first mortgage held, insured or guaranteed by such eligible holder;

(2) any delinquency in the payment of assessments or charges owed by an Owner of a Lot subject to the mortgage of such eligible holder, where such delinquency has continued for a period of sixty (60) days; provided, however, notwithstanding this provision, any holder of a first mortgage, upon request, is entitled to written notice from the association of any default in the performance of an Owner of a Lot of any obligation under the Declaration, Articles, or Bylaws of the Association which is not cured within sixty (60) days;

(3) any lapse, cancellation, or material modification of any insurance policy or fidelity bond maintained by the Association, or

(4) any proposed action which would require the consent of a specified percentage of eligible holders

Section 2. No Priority. No provision of this Declaration, Articles, or Bylaws gives or shall be construed as giving any Owner or other party over any rights of the first mortgagee of any Lot in the case of distribution to such Owner of insurance proceeds or condemnation awards for losses to or a taking of the Common Area.

Section 3. Notice to Association. Upon request, each Owner shall be obligated to furnish to the Association the name and address of the holder of any mortgage encumbering such Owner's Lot.

Section 4. Applicability of Article X. Nothing contained in this Article shall be construed to reduce the percentage vote that must otherwise be obtained under the Declaration, Articles, Bylaws, or Florida law for any of the acts set out in this Article.

Section 5. Failure of Mortgagee to Respond. Any mortgagee who receives a written request from the Board to respond to or consent to any action shall be deemed to have approved

such action if the Association does not receive a written response from the mortgagee within thirty (30) days of the date of the Association's request.

ARTICLE XI GENERAL PROVISIONS

Section 1. Duration. The covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association or the Owner of any Lot subject to this Declaration, and their assigns, for a term of thirty (30) 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 two-thirds (2/3) of the mortgaged Lots have been recorded, agreeing to change or terminate said covenants and restrictions in whole or in part.

Section 2. Notice. Any notice required to be sent to any Owner under the provisions of this Declaration shall be deemed to have been properly sent when personally delivered or mailed (postpaid), transmitted by way of telecopy, or sent by overnight courier to the last known address of the person who appears as Member or Owner on the records of the Association at the time of such mailing.

Section 3. Enforcement. Enforcement of these covenants and restrictions shall be by any proceedings at law or in equity against any person or persons violating or attempting to violate any covenant or restriction either to restrain violation or to recover damages, and against the land to enforce any lien created by these covenants and failure by the Association or any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. The Association is hereby empowered to adopt reasonable rules and regulations for the imposition of fines to be levied against any Owner for failure to comply with the terms of this Declaration or rules and regulations of the Association. Any rule subjecting any Owner to fines shall include provisions for notice, hearing, and fines. Fines shall constitute an assessment due to the Association and upon failure to pay such fine within the period prescribed by the Association shall become a charge and continuing lien upon the Owner's Lot. In the event that it becomes necessary to engage the services of an attorney to enforce any provision of these covenants and restrictions, or the other association documents, the Association shall be entitled to recover its costs and attorney's fees incurred prior to any suit, as well as in litigation, appeal, or any legal or quasi-legal proceedings in conjunction therewith.

Section 4. Severability. Invalidation of any one of these covenants or restrictions by judgement or court order shall in no way affect any other provisions which shall remain in full force and affect.

Section 5. Amendment. This Declaration may be amended only by the affirmative vote in person or by proxy, or by written consent in lieu of a meeting, or any combination thereof, of

Members representing two-thirds (2/3) of the total votes of the Association. However, the percentage of votes necessary to amend a specific clause shall not be less than the prescribed percentage of affirmative votes required for action to be taken under that clause. Any amendment must be recorded in the Public Records of Palm Beach County, Florida. No amendment may prejudice or impair the priorities of Institutional Lenders granted hereunder unless all Institutional Lenders join in the execution of the amendment.

Section 6. Words and Gender or Number. As used in this Document, unless the context clearly indicates the contrary, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

Section 7. Effective Date. This document shall become effective upon its recordation in the Palm Beach County Public Records.

Executed on the day and date first above written by Lewis J. Doctor, the duly elected and acting president of LEXINGTON LAKES HOMEOWNERS' ASSOCIATION, INC.

Attest.

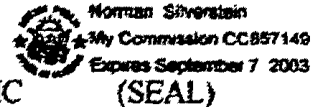
William Maclean
William Maclean, Secretary

Lewis J. Doctor
Lewis J. Doctor, President

STATE OF FLORIDA)
) ss
COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me this 11 day of OCT., 1999, by Lewis I. Dator as President of LEWISTON LAKE H.O.A., who is Personally Known ☒ or Produced Identification .

Type of Identification Produced



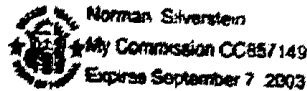
NOTARY PUBLIC (SEAL)

Sign

Print

State of Florida

My Commission Expires 9/7/03



This instrument prepared by:
Louis Caplan, Esquire
ST. JOHN, DICKER & CAPLAN,
KRIVOK & CORE, P.A.
500 Australian Avenue South
Suite 600
West Palm Beach, Florida 33401

EXHIBIT "A"
TO
DECLARATION OF RESTRICTIONS AND
PROTECTIVE COVENANTS FOR LEXINGTON LAKES

Property Subject to Declaration

All of the Plat of Lexington Lakes, as recorded in
Plat Book 68, Pages 17-20, of the Public Records of
Palm Beach County, Florida; and including that portion of the
West 15 feet of the abandoned road lying East of and adjacent
thereof to the Plat of Lexington Lakes.

EXHIBIT "B"
TO
DECLARATION OF RESTRICTIONS AND
PROTECTIVE COVENANTS FOR LEXINGTON LAKES

Description of Common Areas

All of the Plat of LEXINGTON LAKES, according to the Plat thereof,
as recorded in Plat Book 68, Page 17 of the Public Records of Palm Beach
County, Florida, LESS and excluding the following:

Lots 1 through 43, Lots 64 through 73, and Lots 94 through 137 inclusive; and
Lots 44 through 63 and Lots 74 through 93 inclusive, along with the West 15 feet
of the abandoned road lying East of and adjacent thereof to each of said Lots 44
through 63 and Lots 74 through 93 inclusive; and including that portion of the
West 15 feet of the abandoned road lying East of and adjacent thereof to each of
said parcels A and B, and Tracts A-1, D-1 and R-1.

EXHIBIT "C"
TO
DECLARATION OF RESTRICTIONS AND
PROTECTIVE COVENANTS FOR LEXINGTON LAKES

Graphic Description of Easement for Utility Services
as Described in Article VI, Section 3 for a Typical Lot

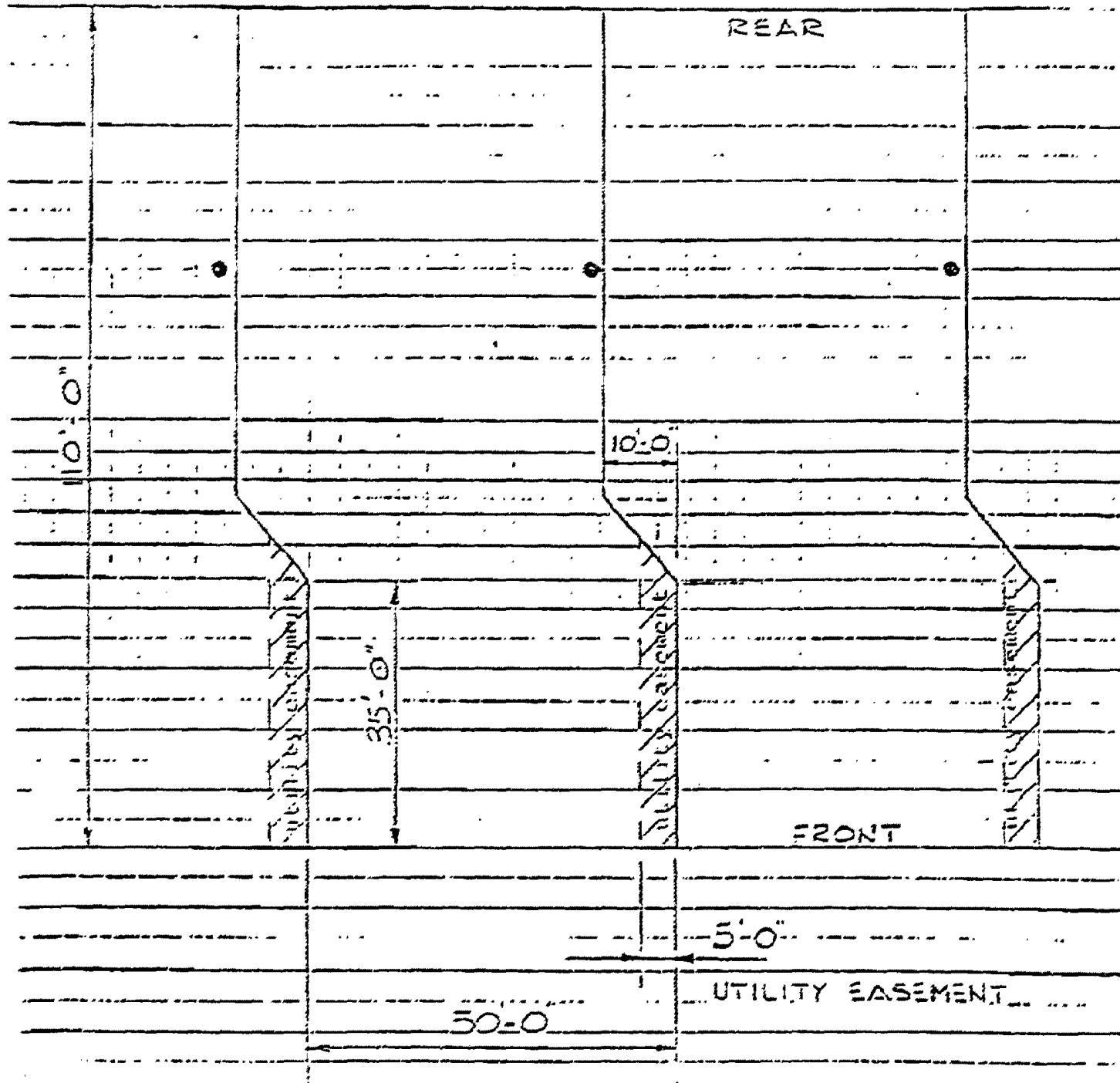


EXHIBIT "D"
TO
DECLARATION OF RESTRICTIONS AND
PROTECTIVE COVENANTS FOR LEXINGTON LAKES

Sketch of Typical Privacy Wall and Use Easement.

