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DECLARATION OF RESTRICTIONS AND PROTECTIVE COVENANTS

FOR

WELLINGTON

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THIS DECLARATION made this 27th day of November, 1989, by THE LONE OAK LIMITED, a Florida limited partnership.

W I T N E S S E T H

WHEREAS, THE LONE OAK LIMITED, a Florida limited partnership, presently having its principal place of business in Collier County, Florida, the record owner of the real property hereinafter described and referred to as the NEIGHBORHOOD, has imposed on the NEIGHBORHOOD and other properties in WALDEN OAKS, the DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR WALDEN OAKS OF NAPLES, hereinafter the WALDEN OAKS DECLARATION, which are recorded in Official Records Book 1331, at Pages 831 through 863, inclusive, of the Public Records of Collier County, Florida; and

WHEREAS, said WALDEN OAKS DECLARATION provides in Section 1.7 that THE LONE OAK LIMITED may supplement the WALDEN OAKS DECLARATION; and

WHEREAS, THE LONE OAK LIMITED, has determined that in order to cause a quality development within the NEIGHBORHOOD known as WELLINGTON, supplemental restrictions and covenants should be imposed on the NEIGHBORHOOD for the preservation of the property values of the OWNERS therein.

NOW, THEREFORE, LONE OAK LIMITED, declares that the NEIGHBORHOOD as described in Article II of this DECLARATION shall be held, transferred, sold, conveyed and occupied subject to the WALDEN OAKS DECLARATION and the supplemental restrictions, covenants, servitudes, impositions, easements, charges and liens hereinafter set forth.

ARTICLE I  
REAL PROPERTY

The real property subject to the WALDEN OAKS DECLARATION and this DECLARATION OF RESTRICTIONS AND PROTECTIVE COVENANTS FOR WELLINGTON is the NEIGHBORHOOD described as: Wellington at Lone Oak Unit One, as recorded in Plat Book 16, Pages 50 through     , inclusive, of the Public Records of Collier County, Florida.

ARTICLE II  
DEFINITIONS

1. "BUILDING HEIGHT" shall mean the vertical distance measured from the finished grade of the SITE or the minimum base flood elevation as required by the Collier County Flood Elevation Ordinance, whichever is greater, to the mean height level between eaves and ridge of gable, hip and gambrel roofs and to the deck line of a mansard roof.

AFTER RECORDING, RETURN TO GLOBAL TITLE CO.

2. "DECLARANT" shall mean and refer to THE LONE OAK LIMITED, a Florida limited partnership, presently having its principal place of business in Collier County, Florida, its successors or assigns of any or all of its rights under this Declaration.
3. "DWELLING UNIT" shall mean and refer to any residential unit intended for occupancy by one family or household.
4. "ASSOCIATION" shall mean and refer to WALDEN OAKS OF NAPLES HOMEOWNERS ASSOCIATION, INC.
5. "WALDEN OAKS DECLARATION" shall mean and refer to the DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR WALDEN OAKS OF NAPLES, as recorded in Official Records Book 1331 at Pages 831 through 863, inclusive, of the Public Records of Collier County, Florida, and its Amendments, as it may, from time to time, be amended.
6. "NEIGHBORHOOD" shall mean and refer to the real property, or any portion thereof, described as WELLINGTON and recorded in Plat Book 16 Pages 50, inclusive, of the Public Records of Collier County, Florida.
7. "OWNER" shall mean and refer to any person or persons, entity or entities, who are the record owner or owners of any fee interest in the NEIGHBORHOOD, their heirs, successors, legal representatives or assigns.
8. "SITE" or "SITES" shall mean any one of or all of those forty (49) platted lots in the NEIGHBORHOOD.

ARTICLE III  
RESTRICTIONS

1. USE RESTRICTIONS:

a. The SITES may be used for detached single family DWELLING UNITS and for no other purposes. No business buildings may be erected on the SITES and no business may be conducted on any part thereof, nor shall any building or portion thereof be used or maintained as a professional office.

b. Notwithstanding the above provisions, the DECLARANT may, in its sole discretion, permit one or more DWELLING UNITS to be used or maintained as a sales office or model for the promotion of real estate in WALDEN OAKS. Any such permission must be granted by DECLARANT in writing prior to such use and may include restrictions on the type and nature of promotional materials that may be utilized.

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

d. Except as approved by DECLARANT in writing, awnings, canopies, shutters and similar additions shall not be attached or affixed to the exterior of any DWELLING UNIT or structure.

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

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

g. No garbage, trash or refuse containers shall be placed within the front yard of any SITE or in any right-of-way or street abutting any SITE, and all SITES must provide for garbage, trash and refuse removal to be made from the side or rear of any SITE. Provided, however, that garbage, trash and refuse removal shall be permitted to be made from the front yard if side or rear yard removal service is unavailable.

h. No motor homes shall be permitted to be parked or stored in or on the NEIGHBORHOOD or any SITE unless kept fully enclosed inside a structure.

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

## 2. BUILDING SETBACK LINES, SIZE OF BUILDING AND BUILDING HEIGHT:

a. No DWELLING UNIT or building shall be erected within the following building setback lines:

- i. Front SITE line: Thirty (30) feet:
- ii. Side SITE lines:
  - One Story: Seven and one-half (7-1/2) feet
  - Two Story: Ten (10) feet
- iii. Rear SITE line: Twenty-Five (25) feet  
(except that for screen enclosures the rear yard setback may be reduced to fifteen (15) feet).

b. Minimum floor area per DWELLING UNIT shall be one thousand five hundred (1400) square feet of air-conditioned living area. The method of determining square foot area of proposed buildings and structures or additions and enlargement thereto, shall be to multiply the outside horizontal dimensions of the building or structure at each floor level. Garages, porches, patios, terraces and other similar areas and structures shall not be taken into account in calculating the minimum area required.

c. No building or structure of any kind shall exceed thirty (30) feet in height.

d. All yards abutting a street shall be front yards. Four-sided corner SITES shall have two front and two side yards. Setback lines for corner SITES and odd-shaped SITES shall be as near as possible as set out above, except that variations may be authorized by DECLARANT at the time plans for buildings are approved, and a copy of such plans for buildings are approved, and a copy of such plans, including plot plan, or a record of the variance shall be kept on file by the DECLARANT to establish the setback lines as approved.

e. When two or more SITES are acquired and used as a single building site under a single OWNER, the side SITE lines shall refer only to the lines bordering on the adjoining property.

### 3. ARCHITECTURAL REVIEW BOARD

a. In furtherance of the purposes and requirements of this DECLARATION OF RESTRICTIONS AND PROTECTIVE COVENANTS and specifically to enhance, protect the value, desirability and attractiveness of the real property in the NEIGHBORHOOD, the DECLARANT shall establish an Architectural Review Board ("ARB"), which shall promulgate from time to time minimum architectural standards, guidelines and procedures which are applicable throughout the NEIGHBORHOOD.

b. No SITE preparation, building, structure, fence, wall, planter, deck, porch, patio, driveway, walkway, pool, landscaping project or other like improvements shall be commenced, constructed, erected or maintained upon any SITE without the prior written approval of the ARB. No exterior addition or alteration of any of the above improvements, including significant changes to the landscaping or paved areas, shall be commenced or erected or maintained upon any site without the prior written approval of the ARB. Similarly, no change in the exterior color of any structure erected or maintained upon any SITE shall be made without the prior written approval of the ARB.

c. The composition of the ARB shall be a committee appointed by DECLARANT to review all plans, proposals and specifications submitted for design approval.

d. The ARB shall issue guidelines and standards for the construction, erection or maintenance of any improvement by a OWNER upon a SITE in the NEIGHBORHOOD. The guidelines may require submission of plans and specifications to the ARB prior to the granting or denying of the requisite approvals. The guidelines may also require the submission of representative samples of construction materials which an OWNER proposes to incorporate into any building, structure, landscaping project or other like improvement prior to consideration by the ARB of the submitted plans and specifications.

e. The guidelines may require the use of specific construction materials or construction standards where such requirements are reasonable and appropriate to fulfill the purposes of this DECLARATION OF RESTRICTIONS AND PROTECTIVE COVENANTS.

f. The ARB shall have the sole and complete discretion to determine the appropriateness, compatibility or suitability of any design submission. In making such determinations, the ARB shall be guided by the purposes and development of philosophy of WELLINGTON as stated in this DECLARATION OF RESTRICTIONS AND PROTECTIVE COVENANTS and in the WALDEN OAKS DECLARATION and by the further requirement that each DWELLING UNIT be in harmony with the surrounding structures and topography with the overall ambiance, quality, and style of the NEIGHBORHOOD.

g. The ARB may establish guidelines, standards and requirements for construction upon any lot within the NEIGHBORHOOD. The ARB construction guidelines and standards may include the requirement that a reasonable monetary deposit be placed with the ARB to protect the residents of the NEIGHBORHOOD from the hazards and nuisances associated with construction activities. The OWNER for whom an individual contractor works is ultimately responsible for that contractor's compliance with the ARB construction guidelines and standards, including, without limitation, costs and attorneys fees incurred by the ARB in furtherance of these covenants.

h. The DECLARANT shall authorize the ARB to make and enforce rules and regulations governing the process by which any building, structure, fence, wall, planter, deck, porch, patio, driveway, walkway, landscaping project or like improvement is commenced, constructed, erected or maintained upon any SITE. Failure of an OWNER, or the contractor working for an OWNER, to comply with any of the provisions of the WALDEN OAKS DECLARATION or this DECLARATION OF RESTRICTIONS AND PROTECTIVE COVENANTS or with the ARB guidelines may result in a lien upon the OWNER'S site in favor of the DECLARANT.

i. The DECLARANT shall have authority to use reasonable non-judicial enforcement methods to correct non-conforming uses and breaches of the ARB guidelines, including the authority to enter the OWNER'S site after reasonable notice to inspect, correct abuses, remove non-conforming materials, remove unsightly debris or other trash, remove prohibited plant life, and to take whatever steps are necessary to assure compliance with the WALDEN OAKS DECLARATION, this DECLARATION OF RESTRICTIONS AND PROTECTIVE COVENANTS and the ARB guidelines. OWNER agrees that such entry after reasonable notice and for these limited purposes shall not be a trespass.

j. The DECLARANT shall not impose a fine for violation of rules, guidelines for the WALDEN OAKS DECLARATION or this DECLARATION OF RESTRICTIONS AND PROTECTIVE COVENANTS unless and until the procedures outlined in the ARB guidelines are followed. Such procedures require: a demand, written notice of hearing, a hearing, and one appeal to a committee designated by the DECLARANT. This committee shall be separate and distinct from the ARB. Attorneys fees and costs shall be awarded to the prevailing party and any action to enforce the provisions of this section.

#### 4. LANDSCAPING:

a. Pursuant to Article 3, Paragraph 3, each OWNER shall submit to DECLARANT for approval a landscape and irrigation plan for the SITE (including rights-of-way). If existing foliage is to be cleared, it shall be cleared selectively, retaining wherever possible the natural foliage, if any. Each OWNER'S landscape plan shall indicate OWNER'S plan for the retention and/or clearing of any existing natural foliage.

b. Each OWNER shall install or retain the landscape materials as approved by DECLARANT. All landscaping, trees, shrubs and lawns shall be maintained by the OWNER in good and living condition at all times.

c. The OWNER of a SITE shall be responsible for maintaining and keeping in good working order the landscape irrigation system installed in or on the OWNER'S SITE (including rights-of-way).

5. SPAS, HOT TUBS AND SWIMMING POOLS, ENCLOSURES, FENCES AND WALLS:

a. Spas, hot tubs and swimming pools must be screened from the view of adjoining property, SITES, DWELLING UNITS and streets by privacy walls, fences or landscaping at locations approved by DECLARANT in writing.

b. All enclosures, including spa, hot tub and swimming pool enclosures (screen or otherwise), and privacy and/or decorative walls and fences shall be constructed and maintained with substantially similar and consistent design, and with compatible color and materials as the DWELLING UNIT for which it is utilized and must be approved in writing by DECLARANT prior to construction. Screened spa, hot tub and swimming pool enclosures shall be located no closer than seven and one-half (7 1/2) feet to the side SITE line, and no closer than fifteen (15) feet to the rear SITE line.

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

5. GARAGES, CARPORTS AND STORAGE AREAS:

a. No garage shall be erected which is separated from the DWELLING UNIT. Each DWELLING UNIT shall have a garage which shall accommodate no less than two, nor more than three, automobiles. Repair of vehicles shall be permitted only inside the garage. All garages must be constructed with doors that are equipped with operating, functioning automatic door openers and closers. The garage doors shall remain closed except upon entering and exiting the garage.

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

c. No unenclosed storage area shall be permitted. No enclosed storage area shall be erected which is separated from the DWELLING UNIT. Fully enclosed storage facilities for garbage and trash containers shall be required for each DWELLING UNIT.

6. MAIL BOXES:

All mail boxes must be installed and maintained in accordance with the standards established by DECLARANT. The design, material and location of all mail boxes must be approved in writing by DECLARANT.

7. ROOFS:

Roofs shall have a minimum pitch of: 3-1/2:12 and shall be constructed of flat or barrel tile, hand sawn or split cedar shakes, slate or copper, all as defined by common usage in Collier County. In the event that some other new attractive material for roofing surfaces is discovered or invented, the DECLARANT may, in its sole discretion approve or disapprove the use of such new

materials. Flat roofs shall not be permitted.

8. NEIGHBORHOOD DRIVEWAYS:

All driveways shall be designed and constructed only in accordance with the materials as approved by DECLARANT in writing and must be maintained in a clean, neat and attractive manner.

9. LEASES:

No DWELLING UNIT shall be leased more than two (2) times per calendar year. No DWELLING UNIT shall be used or sold on a "time-share" basis.

10. CONSTRUCTION:

During any construction actively within the NEIGHBORHOOD, the construction area shall be maintained in a neat and orderly manner. No temporary trailers shall be placed on any SITE without the prior written approval of DECLARANT. Construction vehicles shall be parked so as not to block or interfere with the use of the streets or roads within the NEIGHBORHOOD.

11. LIGHTING:

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

12. All signage in or on the NEIGHBORHOOD shall comply with DECLARANT'S sign standards and shall be approved in writing by DECLARANT prior to being installed.

ARTICLE IV  
GENERAL PROVISIONS

1. DWELLING UNITS:

In accordance with Section 3 of the WALDEN OAKS DECLARATION, DECLARANT hereby assigns one (1) DWELLING UNIT to each SITE for a total of forty (48) DWELLING UNITS assigned to the NEIGHBORHOOD.

2. CONFLICT:

In the event of any conflict among the provisions of the WALDEN OAKS DECLARATION and the provisions of this DECLARATION OF RESTRICTIONS AND PROTECTIVE COVENANTS FOR WELLINGTON, the DECLARANT reserves the right and the power to resolve any such conflict, and its decision shall be final.

3. AMENDMENT:

The DECLARANT may, in its sole discretion, modify, amend, waive or add to this DECLARATION OF RESTRICTIONS AND PROTECTIVE COVENANTS FOR WELLINGTON or any part thereof. The power of amendment, however, shall be limited to modification or enlargement of existing covenants which shall not substantially impair the general and uniform plan of development originally set forth herein.

## 4. DECLARATION RUNS WITH THE LAND:

The covenant, conditions, restrictions and other provisions under this DECLARATION OF RESTRICTIONS AND PROTECTIVE COVENANTS FOR WELLINGTON shall run with the land and bind the property within the NEIGHBORHOOD and shall inure to the benefit of and be enforceable by the DECLARANT, its successors and assigns, for a term of thirty (30) years from the date of this DECLARATION OF RESTRICTIONS AND PROTECTIVE COVENANTS FOR WELLINGTON is recorded, after which time these provisions shall automatically be extended for successive periods of ten (10) years. Any time after the initial thirty (30) year period provided for in this Section, these provisions may be terminated or modified in whole or in part by the recordation of a written instrument executed by the then OWNERS of two-thirds (2/3) of the DWELLING UNITS agreeing to the termination or modifications.

## 5. WAIVER:

Any waiver by DECLARANT of any provision of this DECLARATION OF RESTRICTIONS AND PROTECTIVE COVENANTS FOR WELLINGTON or breach hereof must be in writing and shall not operate or be construed as a waiver of any other provision or subsequent breach.

## 6. SEVERABILITY:

If any section, subsection, sentence, clause, phrase or portion of this DECLARATION OF RESTRICTIONS AND PROTECTIVE COVENANTS FOR WELLINGTON, is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and shall not effect the validity of the remaining portion thereof.

IN WITNESS WHEREOF, THE LONE OAK LIMITED, a Florida limited partnership, does hereby execute this DECLARATION OF RESTRICTIONS AND PROTECTIVE COVENANTS FOR WELLINGTON in its name by its undersigned, authorized General Partner, this 27th day of November, 1989, at Naples, Florida.

WITNESSES:

David M. Stetson

Michelle Quintero

STATE OF FLORIDA  
COUNTY OF COLLIER

THE LONE OAK LIMITED

a Florida limited partnership

By:

Robert L. Buck  
General Partner

Attest: \_\_\_\_\_

The foregoing instrument was acknowledged before me this 27th day of November, 1989, by ROBERT L. BUCK, General Partner, of THE LONE OAK LIMITED, a Florida limited partnership, on behalf of the partnership.

Michelle Quintero

Notary Public

Commission Expires:

(SEAL)

Notary Public, State of Florida  
My Commission Expires Dec. 20, 1992  
Bonded thru Troy Tain - Insurance Inc.