

Prepared by and after
recording return to:
Cheryl R. Kraus
Cheryl R. Kraus, P.A.
1072 Goodlette Road
Naples, FL 34102
239-261-7716
cheryl@cherylkraus.com

(The space above this line is reserved for recording information.)

**CERTIFICATE OF COVENANT REVITALIZATION
LELY GOLF ESTATES, ST. ANDREWS WEST SECTION**

THE UNDERSIGNED, being the duly elected President and Secretary of LELY CIVIC ASSN., INC., a Florida corporation not-for-profit, do hereby certify that in accordance with the provisions of Section 720.406, Florida Statutes, at least a majority of the owners of parcels in Lely Golf Estates, St. Andrews West Section approved the revitalization of the Declaration of Protective Covenants for Lely Golf Estates, St. Andrews West Section as originally recorded at Official Record Book 480, Page 326, and amended at Official Record Book 675, Page 1441; Official Record Book 679, Page 432 (Articles of Incorporation); Official Record Book 715, Page 1833; Official Record Book 932, Page 668 (Articles of Incorporation); Official Record Book 2463, Page 3291; Official Record Book 2724, Page 664; Official Record Book 3071, Page 2435, all in the Public Records of Collier County, Florida and the continued use of the existing Articles of Incorporation and Bylaws of Lely Civic Assn., Inc. Attached to this Certificate is a copy of the approval letter from the Florida Department of Economic Opportunity dated May 13, 2013. Also attached to this Certificate is copy of the revitalized covenants and the existing Articles of Incorporation and Bylaws.

6-4-13
Date Jennifer D. Tanner
JENNIFER TANNER
Signature of Witness
CLAUDE TALBOT
Print name of Witness
CLAUDE TALBOT
Signature of Witness
CLAUDE TALBOT
Print name of Witness
JENNIFER TANNER
STATE OF FLORIDA
COUNTY OF COLLIER

LELY CIVIC ASSN., INC.
By: Dave Larson
Dave Larson, President
By: John Harris
John Harris, Secretary
297 Bay Meadows Drive
Naples, Florida 34113

I hereby certify that on this 4 day of JUNE, 2013, personally appeared before me Dave Larson, as President and JOHN HARRIS, as Secretary of LELY CIVIC ASSN., INC., a Florida corporation not for profit, who executed the foregoing certificate in the name of, and on behalf of, said corporation. They are personally known to me and did not take an oath.



Jennifer D. Tanner
Signature of Notary Public
JENNIFER D. TANNER
Print name of Notary (SEAL)
My Commission Expires:

Rick Scott
GOVERNOR



Jesse Panuccio
EXECUTIVE DIRECTOR

FINAL ORDER NO. DEO-13-047

May 13, 2013

Cheryl R. Kraus, Esquire
Cheryl R. Kraus, P.A.
1072 Goodlette Road North
Naples, Florida 34102

Re: Lely Golf Estates, St. Andrews West

Dear Ms. Kraus:

The Department has completed its review of the proposed revived declaration of covenants and other governing documents for the Lely Golf Estates, Saint Andrews West community and has determined that the documents comply with the requirements of Chapter 720, Part III, Florida Statutes. Therefore, the proposed revitalization of the homeowners documents and covenants is approved.

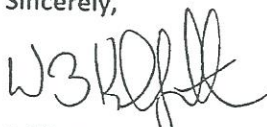
Section 720.407(1), Florida Statutes, requires that no later than 30 days after receiving this letter, the organizing committee shall file the articles of incorporation of the Lely Civic Assn., Inc. with the Division of Corporations of the Department of State if the articles have not been previously filed with the Division. Also, Section 720.407(2), Florida Statutes, requires that the president and secretary of the Association execute the revived declaration and other governing documents in the name of the Association. The approved declaration of covenants, the articles of incorporation, this letter approval, and the legal description of each affected parcel must be recorded with the clerk of the circuit court in the county in which the affected parcels are located no later than 30 days after receiving approval from the Division of Corporations.

Section 720.407(4), Florida Statutes, requires that a complete copy of all of the approved, recorded documents be mailed or hand delivered to the owner of each affected parcel. The revitalized declaration and other governing documents will be effective upon recordation in the public records.

Cheryl R. Kraus, Esquire
Page 2 of 4

If you have any questions concerning this matter, please contact T. Christopher Long, Assistant General Counsel, at (850) 717-8530, or Rozell McKay, Grant Analyst I, at (850) 717-8480.

Sincerely,



William Killingsworth
Director, Division of Community Development

NOTICE OF ADMINISTRATIVE RIGHTS

ANY PERSON WHOSE SUBSTANTIAL INTERESTS ARE AFFECTED BY THIS ORDER HAS THE OPPORTUNITY FOR AN ADMINISTRATIVE PROCEEDING PURSUANT TO SECTION 120.569, FLORIDA STATUTES, REGARDING THE AGENCY'S ACTION. DEPENDING UPON WHETHER YOU ALLEGE ANY DISPUTED ISSUE OF MATERIAL FACT IN YOUR PETITION REQUESTING AN ADMINISTRATIVE PROCEEDING, YOU ARE ENTITLED TO EITHER AN INFORMAL PROCEEDING OR A FORMAL HEARING.

IF YOUR PETITION FOR HEARING DOES NOT ALLEGE ANY DISPUTED ISSUE OF MATERIAL FACT CONTAINED IN THE DEPARTMENT'S ACTION, THEN THE ADMINISTRATIVE PROCEEDING WILL BE AN INFORMAL ONE, CONDUCTED PURSUANT TO SECTIONS 120.569 AND 120.57(2) FLORIDA STATUTES, AND CHAPTER 28-106, PARTS I AND III, FLORIDA ADMINISTRATIVE CODE. IN AN INFORMAL ADMINISTRATIVE PROCEEDING, YOU MAY BE REPRESENTED BY COUNSEL OR BY A QUALIFIED REPRESENTATIVE, AND YOU MAY PRESENT WRITTEN OR ORAL EVIDENCE IN OPPOSITION TO THE DEPARTMENT'S ACTION OR REFUSAL TO ACT; OR YOU MAY EXERCISE THE OPTION TO PRESENT A WRITTEN STATEMENT CHALLENGING THE GROUNDS UPON WHICH THE DEPARTMENT HAS CHOSEN TO JUSTIFY ITS ACTION OR INACTION.

IF YOU DISPUTE ANY ISSUE OF MATERIAL FACT STATED IN THE AGENCY ACTION, THEN YOU MAY FILE A PETITION REQUESTING A FORMAL ADMINISTRATIVE HEARING BEFORE AN ADMINISTRATIVE LAW JUDGE OF THE DIVISION OF ADMINISTRATIVE HEARINGS, PURSUANT TO SECTIONS 120.569 AND 120.57(1), FLORIDA STATUTES, AND CHAPTER 28-106, PARTS I AND II, FLORIDA ADMINISTRATIVE CODE. AT A FORMAL ADMINISTRATIVE HEARING, YOU MAY BE REPRESENTED BY COUNSEL OR OTHER QUALIFIED REPRESENTATIVE, AND YOU WILL HAVE THE OPPORTUNITY TO PRESENT EVIDENCE AND ARGUMENT ON ALL THE ISSUES INVOLVED, CONDUCT CROSS-EXAMINATION AND SUBMIT REBUTTAL EVIDENCE, SUBMIT PROPOSED FINDINGS OF FACT AND ORDERS, AND FILE EXCEPTIONS TO ANY RECOMMENDED ORDER.

Cheryl R. Kraus, Esquire
Page 3 of 4

IF YOU DESIRE EITHER AN INFORMAL PROCEEDING OR A FORMAL HEARING, YOU MUST FILE WITH THE AGENCY CLERK OF THE DEPARTMENT OF ECONOMIC OPPORTUNITY A WRITTEN PLEADING ENTITLED, "PETITION FOR ADMINISTRATIVE PROCEEDINGS" WITHIN 21 CALENDAR DAYS OF PUBLICATION OF THIS NOTICE. A PETITION IS FILED WHEN IT IS RECEIVED BY:

AGENCY CLERK
DEPARTMENT OF ECONOMIC OPPORTUNITY
OFFICE OF THE GENERAL COUNSEL
107 EAST MADISON STREET, MSC 110
TALLAHASSEE, FLORIDA 32399-4128
FAX (850) 921-3230

THE PETITION MUST MEET THE FILING REQUIREMENTS IN RULE 28-106.104(2), FLORIDA ADMINISTRATIVE CODE. IF AN INFORMAL PROCEEDING IS REQUESTED, THEN THE PETITION SHALL BE SUBMITTED IN ACCORDANCE WITH RULE 28-106.301, FLORIDA ADMINISTRATIVE CODE. IF A FORMAL HEARING IS REQUESTED, THEN THE PETITION SHALL BE SUBMITTED IN ACCORDANCE WITH RULE 28-106.201(2), FLORIDA ADMINISTRATIVE CODE.

A PERSON WHO HAS FILED A PETITION MAY REQUEST MEDIATION. A REQUEST FOR MEDIATION MUST INCLUDE THE INFORMATION REQUIRED BY RULE 28-106.402, FLORIDA ADMINISTRATIVE CODE. CHOOSING MEDIATION DOES NOT AFFECT THE RIGHT TO AN ADMINISTRATIVE HEARING.

YOU WAIVE THE RIGHT TO AN INFORMAL ADMINISTRATIVE PROCEEDING OR A FORMAL HEARING IF YOU DO NOT FILE A PETITION WITH THE AGENCY CLERK WITHIN 21 DAYS OF PUBLICATION OF THIS FINAL ORDER.

Cheryl R. Kraus, Esquire
Page 4 of 4

NOTICE OF FILING AND SERVICE

I HEREBY CERTIFY that the above document was filed with the Department's designated Agency Clerk and that true and correct copies were furnished to the persons listed below in the manner described on the 13th day of May, 2013.



Miriam Snipes, Agency Clerk
Department of Economic Opportunity
107 East Madison Street, MSC 110
Tallahassee, FL 32399-4128

By U. S. Mail:

Cheryl R. Kraus, Esq.
Cheryl R. Kraus, P.A.
1072 Goodlette Road North
Naples, FL 34102

By interoffice delivery:

T. Christopher Long, Assistant General Counsel
Rozell McKay, Grant Analyst I, Division of Community Planning



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DECLARATION OF PROTECTIVE COVENANTS
LELY GOLF ESTATES, ST. ANDREW'S WEST SECTION, COLLEGE COUNTY, FLORIDA

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THIS DECLARATION, made on the date hereinafter set forth, by Lely Estates, Inc., hereinafter referred to as DEVELOPER.

WITNESSETH:

DEVELOPER is the fee simple owner of certain lands in Collier County, Florida, described as:

---All of the lots encompassed within the plat of LELY GOLF ESTATES, St. Andrews West Section, as filed in Plat Book 10, Page 93, of the Public Records of Collier County, Florida:---

THEREAS, DEVELOPER will convey said lands or portions thereof subject to protective covenants, conditions, restrictions, easements, reservations, lien rights, and charge rights, as herein set forth:

NOW, THEREFORE, DEVELOPER hereby declares that the above described property shall be held, sold, and conveyed subject to the following easements, restrictions, covenants, and conditions, all of which are established for the sole purpose of enhancing and protecting the value, attractiveness, and pleasant living quality of LELY GOLF ESTATES, St. Andrews West Section. These covenants shall run with the land and shall be binding on all parties, whether grantees, mortgagees, devisees, heirs, personal representatives, successors or assigns, or any other person claiming right, title, or interest, present or future, in the described property, or any part or portion thereof.

DEFINITIONS: As used herein the following definitions shall apply:

DEVELOPER shall mean and refer to LELY ESTATES, INC., a Texas Corporation authorized to do business in Florida, its successors in ownership or its assigns.

CONDON & McDANIEL
ATTORNEYS AT LAW
SUITE 2, 6000 S.W.
THIRD STREET SUITE
MIRAGE, FLORIDA 32909

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PLAT shall mean and refer to the above described Plat.

LOT shall mean and refer to any parcel of land shown upon the plat which bears a numerical designation.

OWNER shall mean and refer to the record owner, whether one or more persons or entites, of the fee simple title to any lot within the plat, but including those having an interest merely as security for the performance of an obligation.

II

LOT USAGE: The Lots within Blocks 15, (except Lots 17 & 18 of Block 15,) 16, 17 and 18(except lots 9, 10, 11, 12, 13 and 14 of Block 18 and Parcel A) all being in Lely Golf Estates, St. Andrews West Section as per the Plat filed in Plat Book 10, Page 93 of the Public Records of Collier County, Florida, may only be used for single family residential purposes, which may include single family houses used as models from time to time. Lots 17 and 18, Block 15, and Lots 9, 10, 11, 12, 13 and 14, Block 18, may be used for multi-family purposes. Parcel A may be used for a Church and Church related uses. No building or structure of any kind shall be constructed or altered in exterior apperance, placed upon the premises, or used, until the plans therefor, including the exterior color scheme, drive and other paved area plans, landscape and landscape irrigation plans, have been submitted to and approved in writing by the DEVELOPER, and the DEVELOPER reserves the right to reject for any reason, including aesthetic reasons. Each single-family residence shall have a minimum of 1,350 square feet of living area, exclusive of garages, open or screened porches, and shall incorporate an enclosed garage which is structurally integrated with the residence. No built-up roofs or metal roofs are permitted on residences or garages. Within 30 days of completion of a residence, the Owner shall cause to be built a sidewalk as per the plans and specifications on file at the office of the Developer. This sidewalk requirement shall only apply to lots or parcels fronting St. Andrews Boulevard.

WOMEN & McDANIEL
APPROVED BY LOT
... F. GALEN GARD,
... STREET SOUTH
... PLAINS ROAD

150 PAGE 025

III

ARCHITECTURE: All principal buildings, other than single family and duplex residences, shall be designed by a registered Florida architect.

IV

LANDSCAPING: Lot landscape design, installation and maintenance, including the unpaved street right-of-way adjacent to the lot, shall promote and preserve the appearance, character and value of the surrounding areas. Development of all lots, other than single family lots, shall include landscape planning and installation supervision by a registered Florida landscape architect. The owner, upon development, shall install underground landscape irrigation systems which are designed to irrigate the entire landscaped portion of the lot and the landscaped edge of street right-of-way immediately abutting the lot. If for any reason an OWNER permits his landscaping to become unsightly the DEVELOPER may take appropriate action to place it in a neat condition and in such event shall charge the OWNER for the cost of the work. Said charge, until paid, will be a lien against the lot. Vacant lots shall be regularly mowed by the OWNER or, if not kept regularly mowed by the OWNER they may be mowed by the DEVELOPER. In the event that the DEVELOPER furnishes vacant lot mowing service to an OWNER, the DEVELOPER shall charge the OWNER for said service. Said charge, until paid, will be a lien against the lot.

V

CONSTRUCTION COMPLETION: When the physical construction of any building is once started, said construction shall be prosecuted diligently and completed within a reasonable time. If for any reason, a building is not completed within 150 days from the issuance of the County building permit, or if landscaping, and the landscape irrigation system and sidewalks are not completed within sixty (30) days after completion of the principal

CONDOMINIUM & CO-OP
APPROVED BY THE
COUNTY CLERK
1988 07-07 SOUTH
DADE COUNTY, FLORIDA 33133

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building, then the DEVELOPER may, after notifying the OWNER of record of the premises of his intentions, invade the premises and take such steps as it determines are required to correct an undesirable condition; the corrective steps taken shall be in the discretion of the DEVELOPER, and may serve aesthetic, nuisance abatement, or other reasonable purposes. The OWNER in fact of the property shall be liable for all costs incurred in such action and the total costs thereof will be a lien on his property, which lien may be foreclosed in the manner provided by law.

VI

SIGNS: No sign or advertising matter shall be placed or allowed to be placed on or adjacent to a lot by an OWNER, except one sign, of not more than two (2) square feet in area, containing the name and address of the OWNER. This prohibition shall not apply to model homes or homes under construction. This provision shall not bar the DEVELOPER from the use of customary advertising and informational signs while properties within the subdivision are being offered for sale.

VII

POST LANTERNS, MAIL BOXES, NAME AND ADDRESS PLATES: Single family residences shall only include a DEVELOPER approved gas or electric post lantern at the street property line. Address plates, resident name plates, and/or mail boxes which are not attached to the residence shall be approved by the DEVELOPER and attached to the lantern standard.

VIII

MOTOR VEHICLES, BOATS, TRAILERS: No OWNER shall park or permit to be parked, either on a lot or within a street right of way within the plat, any vehicle used for commercial purposes or containing exterior advertising matter; any swamp buggy, stock car, or other vehicle not normally used for highway travel; or any boat or trailer, except when such motor vehicle, boat, or

WOMEN & MCDONALD
ATTORNEYS AT LAW
110 S. BROAD BLVD.
SOUTH BEND, INDIANA 46601

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trailer is parked or stored within an enclosed garage or within a screened area wherein it is not visible from a street or an adjoining lot.

IX

ANIMALS: No animals, of any kind, shall be kept on a lot or within a building on a lot except dogs, cats, birds, etc., of the customary household pet variety, provided that no pet may be kept, bred or maintained for any commercial purpose.

X

OUTSIDE ANTENNA: No television or other antenna which is visible from the street or adjoining property is permitted unless specific approval for such is granted in writing by the DEVELOPER.

XI

OUTSIDE STORAGE: No outside storage or out building of any kind will be permitted.

XII

TRASH AND GARBAGE: Garbage containers, lawn trimmings, and trash stored for pickup shall comply with garbage and trash collection service rules, with the exception of garbage and trash properly stored for pickup, no refuse or unsightly objects shall be permitted to accumulate on or adjacent to a lot. Garbage or trash burning shall not be permitted.

XIII

DRIVEWAYS: Driveways and off-street parking areas shall be paved or gravel surfaced.

XIV

GARAGE DOORS: Garage doors shall be closed when not in use.

XV

CLOTHES DRYING: Clothes lines or drying yards shall be so located as not to be visible from the street or adjoining properties.

DIVISION OF LAND
ATTORNEY OF LAW
CITY OF MIAMI
1000 STREET DRIVE
MIAMI, FLORIDA 33130

450 331

XVI

UTILITIES EASEMENTS: DEVELOPER hereby reserves an exclusive easement along all streets, rights of way, along the rearmost ten (10) feet of each lot, and along the outer five (5) feet of all side yards, (where more than one lot is used as a building site, or where parts of one or more lots are used as a building site, the outside boundaries of said building site shall carry said side yard easement) for water lines, butane and propane fuel lines, sewer lines, electric lines, telephone lines, T.V. cable and any other pipes, lines or distributors for utilities or services to be furnished to 50% or more of the lots within this subdivision. All telephone, electric, water, sewer, fuel lines and pipes or other distributors must be underground from the lot line to the use connection.

LOT GRADE: The grade of any lot, or portion thereof, may not be altered without the written consent of the DEVELOPER, and the DEVELOPER reserves the right to withhold such consent if the proposed change of grade would be visually objectionable or would adversely affect drainage patterns.

ROYAL PALM: If a lot contains a Royal Palm tree, it shall not be removed without the written consent of DEVELOPER.

XIX

MODIFICATION OF COVENANTS: The DEVELOPER hereby reserves the right to make reasonable modifications to these covenants from time to time, either by way of additions, deletions, or changes, so that it may better assure the protection of the value, desirability and attractiveness of the subdivision. These covenants are supplemental to and independent of any zoning, present or future, of the County of Collier. No variance or

Went & McDaniel
Attorneys at Law
11 S. State Blvd.
Fort Myers, Florida 33901

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zoning change permitted by the County shall in any way be construed to reduce or modify the covenants contained herein.

XX.

ACCEPTANCE OF COVENANTS BY LOT OWNERS: Each OWNER, by accepting an interest in any lot, hereby and thereby agrees to be bound by all the conditions, limitations, reservations and restrictions as contained herein, and in the event of a breach agrees to pay all costs, including a reasonable attorney's fee, for the enforcement of these covenants.

REMEDIES: In the event of a violation or breach of any of these restrictive covenants, the DEVELOPER or any group of five (5) lot owners shall have the right to proceed at law or in equity to compel compliance with the terms hereof or to prevent the violation or breach of any of them. The failure to enforce any right, reservation, restriction, condition or limitation herein contained, however long contained, shall not be deemed a waiver of the right to do so thereafter. The invalidation by a court of any covenant herein contained shall not in any way affect any or the other covenants, which shall remain in full force and effect. Any delinquent OWNER agrees to pay a reasonable attorney fee for the enforcement of these use restrictions.

CONDON & McDONALD,
ATTORNEYS AT LAW
SUITE 3, DUNN GLEN
TOWN PLACE COURT
DAVIE, FLORIDA 33414

450 PAGE 333

IN WITNESS WHEREOF, LELY ESTATES, INC., has caused this Declaration of Protective Covenants to be signed by its duly authorized officer and its corporate seal affixed hereto this 3 day of October, 1972.

Signed in the presence of: LELY ESTATES, INC.

Ernest Snyder
Robert W. Altman

By: [Signature]
CHRISTIAAN W. DUVEKOT
Its Vice-President

STATE OF FLORIDA
COUNTY OF COLLIER

I HEREBY CERTIFY that on this day, before me, Notary Public duly authorized in the State and County named above to take acknowledgments, personally appeared the above named, CHRISTIAAN W. DUVEKOT, well known to me to be the person described as Vice-President of the above named corporation well known to me to be the person who executed the foregoing Declaration of Protective Covenants in the name of and for that corporation.

WITNESS my hand and official seal in the county and state named above this 3 day of October, 1972.

(NOTARY SEAL)

NOTARY PUBLIC
My Commission Expires:

INSTRUMENT PREPARATION BY:

[Signature]
WALTER R. CONDON
SUITE 7, BALCH BUILDING
THIRD STREET SOUTH
NAPLES, FLORIDA 33940

CONDON & MCCABE,
ATTORNEYS AT LAW
SUITE 7, BALCH BLDG.
THIRD STREET SOUTH
NAPLES, FLORIDA 33940

Recorded in Official Records Book
of COLLIER COUNTY, FLORIDA
PAGE 11, 1972
Clerk of Circuit Court

RECORDED
OFFICIAL RECORD BOOK
COLLIER COUNTY, FLORIDA

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AMENDED DECLARATION OF PROTECTIVE COVENANTS
LELY GOLF ESTATES, ST. ANDREWS WEST SECTION

This declaration is made by Lely Estates, Inc., a Texas corporation authorized to do business in Florida, developer of certain lands in Collier County, Florida, described as:

LELY GOLF ESTATES, St. Andrews West Section, as filed in Plat Book 10, Page 93, of the Public Records of Collier County, Florida (the "Subdivision")

and identified as DEVELOPER in the Declaration of Protective Covenants for the Subdivision recorded in Book 480, p. 326 of the Public Records of Collier County, Florida (the "Declaration").

WHEREAS, Under Article XIX of the Declaration, the DEVELOPER reserved the exclusive right to make reasonable modifications in the covenants contained therein; and

WHEREAS, the DEVELOPER declares that certain additions, deletions and changes to such covenants are necessary to assure the continued protection of the value, desirability and attractiveness of the Subdivision;

NOW THEREFORE, the DEVELOPER hereby amends the Declaration to read as follows:

Lots in the Subdivision shall be held, sold, and conveyed subject to the following easements, restrictions, covenants and conditions, all of which are established for the sole purpose of enhancing and protecting the value, attractiveness and pleasant living quality of LELY GOLF ESTATES, ST. ANDREWS WEST Section. These covenants shall run with the land and shall be binding on all parties, whether grantees, mortgagees, devisees, heirs, personal representatives, successors or assigns or any other person claiming right, title or interest, present or future, in the described property, or any part or portion thereof.

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I.

DEFINITIONS

As used herein the following definitions shall apply:

1. DEVELOPER shall mean and refer to LELY ESTATES, INC., a Texas corporation authorized to do business in Florida, its successors in ownership or its assigns.
2. PLAT shall mean and refer to the plan of the Subdivision described above.
3. LOT shall mean and refer to any parcel of land shown upon the plat which bears a numerical designation.
4. OWNER shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any lot within the plat, but not including those having an interest merely as security for the performance of an obligation.
5. ASSOCIATION shall mean and refer to the Lely Estates Single Family Homeowners Association, Inc., a Florida corporation not for profit.
6. DEVELOPMENT of a lot shall mean and refer to the construction of any building permitted under this Declaration thereon.

II.

LOT USAGE

The Lots within Blocks 15 (except Lots 17 and 18 of Block 15), 16, 17 and 18 (except Lots 9, 10, 11, 12, 13 and 14 of Block 18 and Parcel A) of the Subdivision may only be used for single family residential purposes, which may include single family houses used as models from time to time. Lots 17 and 18, Block 15, and Lots 9, 10, 11, 12, 13 and 14, Block 18, may be used for multi-family purposes. Parcel A may be used for a Church and Church-related uses. No building or structure of any kind shall be constructed or altered in exterior appearance, placed on the premises, or used, until the plans therefor, including the exterior color

REF 675 PAGE 1443

scheme, drive and other paved area plans, landscape and landscape irrigation plans, have been submitted to and approved in writing by the ASSOCIATION, and the ASSOCIATION reserves the right to reject for any reason, including aesthetic reasons. Each single-family residence shall have a minimum of 1,350 square feet of living area, exclusive of garages, open or screened porches, and shall incorporate an enclosed garage which is structurally integrated with the residence. If the size of any lot is such that a house of the above described size will not fit on said lot, then in that case the ASSOCIATION may permit a house of a smaller size, said smaller size to be within the discretion of the ASSOCIATION. No built-up roofs or metal roofs are permitted on residences or garages. Within 30 days of completion of a residence, the Owner shall cause to be built a sidewalk as per the plans and specifications on file at the office of the ASSOCIATION. The sidewalk requirement shall only apply to lots or parcels fronting St. Andrews Boulevard.

III.

ARCHITECTURE

All principal buildings, other than single family and duplex residences, shall be designed by a registered Florida architect.

IV.

LANDSCAPING

Lot landscape design, installation and maintenance, including the unpaved street right-of-way adjacent to the lot, shall promote and preserve the appearance, character and value of the surrounding areas. Development of all lots, other than single family lots, shall include landscape planning and installation supervision by a registered Florida landscape architect. The OWNER, upon development, shall install underground landscape irrigation systems which are designed to irrigate the entire landscaped portion of the lot and the landscaped edge of street right-of-way immediately

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abutting the lot. If for any reason an OWNER permits his landscaping to become unsightly the ASSOCIATION may take appropriate action to place it in a neat condition and in such event shall charge the OWNER for the cost of the work. Said charge, until paid, will be a lien against the lot. Vacant lots shall be regularly mowed by the OWNER or, if not kept regularly mowed by the OWNER they may be mowed by the ASSOCIATION or its agents. In the event that the ASSOCIATION furnishes vacant lot mowing service to an OWNER, the ASSOCIATION shall charge the OWNER for said service. Said charge, until paid, will be a lien against the lot.

CONSTRUCTION COMPLETION

When the physical construction of any building is started, said construction shall be prosecuted diligently and completed within a reasonable time. If for any reason, a building is not completed within 150 days from the issuance of the County building permit, or if landscaping and the landscape irrigation system are not completed within 60 days after completion of the principal building, then the ASSOCIATION may, after notifying the OWNER of record of the premises of its intentions, invade the premises and take such steps as it determines are required to correct an undesirable condition; the corrective steps taken shall be in the discretion of the ASSOCIATION, and may serve aesthetic, nuisance abatement, or other reasonable purposes. The OWNER in fact of the property shall be liable for all costs incurred in such action and the total costs thereof will be a lien on his property, which lien may be foreclosed in the manner provided by law.

VI.

SIGNS

No sign or advertising matter shall be placed or allowed to be placed on or adjacent to a lot by an OWNER, except one sign, of not more than two square feet in area,

OFF. 675 PAGE 1445

containing the name and address of the OWNER. This prohibition shall not apply to model homes or homes under construction. This provision shall not bar the DEVELOPER from the use of customary advertising and informational signs while properties within the subdivision are being offered for sale.

VII.

POST LANTERNS, MAIL BOXES,
NAME AND ADDRESS PLATES

Single family residences shall only include an ASSOCIATION approved gas or electric post lantern at the street property line. Address plates, resident name plates, and/or mail boxes which are not attached to the residence shall be approved by the ASSOCIATION and attached to the lantern standard.

VIII.
MOTOR VEHICLES AND BOATS

No OWNER shall park or permit to be parked, either on a lot or within a street right-of-way within the plat, any vehicle used for commercial purposes or containing exterior advertising matter; any swamp buggy, stock car, or other vehicle not normally used for highway travel; or any boat or trailer, except when such motor vehicle, boat or trailer is parked or stored within an enclosed garage or within a screened area wherein it is not visible from a street or an adjoining lot.

IX.

ANIMALS

No animals, of any kind, shall be kept on a lot or within a building on a lot except dogs, cats, birds, etc., of the customary household pet variety, provided that no pet may be kept, bred or maintained for any commercial purpose.

X.

OUTSIDE ANTENNA

No television or other antenna which is visible from the street or adjoining property is permitted unless specific approval for such is granted in writing by the ASSOCIATION.

XI.

OUTSIDE STORAGE

No outside storage or out building of any kind will be permitted.

TRASH AND GARBAGE

Garbage containers, lawn trimmings and trash stored for pickup shall comply with garbage and trash collection service rules. With the exception of garbage and trash properly stored for pickup, no refuse or unsightly objects shall be permitted to accumulate on or adjacent to a lot. Garbage or trash burning shall not be permitted.

DRIVEWAYS

Driveways and offstreet parking areas shall be paved or gravel surfaced.

XIV.

GARAGE DOORS

Garage doors shall be closed when not in use.

XV.

CLOTHES DRYING

Clothes lines or drying yards shall be so located as not to be visible from the street or adjoining properties.

XVI.

OFF
FILE 675 PAGE 1447UTILITIES EASEMENTS

DEVELOPER hereby reserves an exclusive easement along all street rights-of-way, along the rearmost ten feet of each lot, and along the outer five feet of all side yards (where more than one lot is used as a building site or where parts of one or more lots are used as a building site, the outside boundaries of said building site shall carry said side yard easement), for water lines, butane and propane fuel lines, sewer lines, electric lines, telephone lines, T.V. cable and any other pipes, lines or distributors for utilities or services to be furnished to 50% or more of the lots within this subdivision. All telephone, electric, water, sewer, fuel lines and pipes or other distributors must be underground from the lot line to the use connection.

XVII.
LOT GRADE

The grade of any lot, or portion thereof, may not be altered without the written consent of the ASSOCIATION, and the ASSOCIATION will have the right to withhold such consent if the proposed change of grade would be visually objectionable or would adversely affect drainage patterns.

XVIII.

VEGETATION

Any trees, shrubs or specimen vegetation shall not be removed without the written consent of the ASSOCIATION.

XIX.

MEMBERSHIP IN ASSOCIATION

Each OWNER of a Lot in the Subdivision is hereby made a Member of the Association and subject to all powers, duties, dues, liens and assessments which may be exercised thereby.

XX.

REF 675 PAGE 1448

MODIFICATION OF COVENANTS

Reasonable modifications to these covenants may be made from time to time by a majority of the owners of lots in the Subdivision. either by way of additions, deletions or changes, so that it may better assure the protection of the value, desirability and attractiveness of the subdivision. These covenants are supplemental to and independent of any zoning, present or future, of the County of Collier. No variance or zoning change permitted by the County shall in any way be construed to reduce or modify the covenants contained herein.

XXI.

COLLIER COUNTY
ACCEPTANCE OF COVENANTS
BY LOT OWNERS

Each OWNER, by accepting an interest in any lot, hereby and thereby agrees to be bound by all the conditions, limitations, reservations and restrictions as contained herein, and in the event of a breach agrees to pay all costs, including a reasonable attorney's fee, for the enforcement of these covenants.

XXII.

REMEDIES

In the event of a violation or breach of any of these restrictive covenants, the ASSOCIATION shall have the right to proceed at law or in equity to compel compliance with the terms hereof or to prevent the violation or breach of any of them. The failure to enforce any right, reservation, restriction, condition or limitation herein contained, however long contained, shall not be deemed a waiver of the right to do so thereafter. The invalidation by a court of any covenant herein contained shall not in any way affect any of the other covenants, which shall remain in full force

FILE 675 PAGE 1449

and effect. Any delinquent OWNER agrees to pay a reasonable attorney's fee for the enforcement of these use restrictions.

IN WITNESS WHEREOF, LELY ESTATES, INC., has caused this Amended Declaration of Protective Covenants to be signed by its duly authorized officer and its corporate seal affixed hereto this 15th day of April, 1977.

Signed in the presence of:

LELY ESTATES, INC.

Pauline Campbell
Jean Erickson

By:

Christiaan W. Duvekot
Executive Vice-President

STATE OF FLORIDA)
COUNTY OF COLLIER)

SS:

I HEREBY CERTIFY that on this day, before me, a Notary Public duly authorized in the State and County named above to take acknowledgments, personally appeared the above named CHRISTIAAN W. DUVEKOT, well known to me to be the person described as Executive Vice-President of the above named corporation well known to me to be the person who executed the foregoing Amended Declaration of Protective Covenants in the name of and for that corporation.

WITNESS my hand and official seal in the county and State named above this 15th day of April, 1977.

Notary Public

My Commission Expires:

This Instrument Prepared By:

Susan W. Diner
Paul & Thomson
1300 Southeast First National
Bank Building
Miami, Florida 33131

Recorded in Office Books
of COLLIER COUNTY, FLORIDA
WILLIAM J. REAGAN
Clerk of Courts

RECORDED
OFFICIAL RECORD BOOK
COLLIER COUNTY, FLORIDA

OCT 31 3 53 PM '77

488954

This instrument prepared by:
Susan W. Diner
1300 S.E. 1st Nat'l Bank Bldg.
Miami, Florida 33131
(305) 371-2006

715 PAGE 1833

CORRECTION
TO
AMENDED DECLARATIONS OF PROTECTIVE COVENANTS

Lely Estates, Inc., a Texas corporation authorized to do business in Florida, files this instrument to correct a scrivener's error in the following documents ("Amended Declarations"):

1. Amended Declaration of Protective Covenants - LELY GOLF ESTATES, FOREST HILLS SECTION, as recorded February 2, 1977 in O.R. Book 675, page 1423 of the Public Records of Collier County, Florida.
2. Amended Declaration of Protective Covenants - LELY GOLF ESTATES, PINEHURST ESTATES SECTION, as recorded February 2, 1977 in O.R. Book 675, page 1432 of the Public Records of Collier County, Florida.
3. Amended Declarations of Protective Covenants - LELY GOLF ESTATES, ST. ANDREWS WEST SECTION, as recorded February 2, 1977 in O.R. Book 675, page 1441 of the Public Records of Collier County, Florida.
4. Amended Declarations of Protective Covenants - LELY GOLF ESTATES, ST. ANDREWS EAST SECTION, as recorded February 2, 1977 in O.R. Book 675, page 1450 of the Public Records of Collier County, Florida.

Paragraph 5 in Article I on page 2 of each of the foregoing Amended Declarations is hereby corrected to read as follows:

"5. ASSOCIATION shall mean and refer to the Lely Golf Estates Single Family Homeowners Association, Inc., a Florida corporation not for profit."

In all other respects the Amended Declarations shall remain the same.

DATED: October 31, 1977.

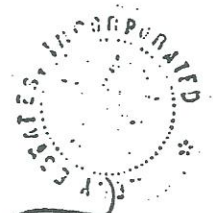
LELY ESTATES, INC.

Signed in the presence of:

[Signature]
[Signature]

By

[Signature]
Christiaan W. Duvekot
Executive Vice President



REC 715 PAGE 1834

STATE OF FLORIDA)
COUNTY OF COLLIER) SS:



The foregoing instrument was acknowledged before me this 31st day of October, 1977 by Christiaan W. Duvekot, Executive Vice President of Lely Estates, Inc., a Texas corporation, on behalf of the corporation

Christiaan W. Duvekot
Notary Public

My commission expires:

Notary Public, State of Florida at Large
My Commission Expires Jan. 3, 1981
Bonded by American Fidelity Co. Inc. to \$10,000



Lawyers Abstract Service, Inc.

2374870 OR: 2463 PG: 3291

RECORDED in OFFICIAL RECORDS of COLLIER COUNTY, FL
09/22/98 at 01:44PM DWIGHT E. BROCK, CLERK
REC FEE 19.50

Retn:
KRAUS & WYNE
1072 GOODLETTE RD N
NAPLES FL 34102

(The space above this line is reserved for recording information.)

CERTIFICATE OF AMENDMENT

THE UNDERSIGNED, being the duly elected President of LELY CIVIC ASSN., INC., a Florida corporation not-for-profit, does hereby certify that the following resolution was duly proposed by the Board of Directors and approved by at least a majority of the owners of lots in the subdivision at the duly noticed special members' meeting held on August 28, 1998 for the purpose of amending the Amended Declaration of Protective Covenants of Lely Golf Estates, St. Andrews West Section as originally recorded at O.R. Book 480, page 326 et seq., Public Records of Collier County, Florida.

RESOLVED: That the Amended Declaration of Protective Covenants of Lely Golf Estates, St. Andrews West Section be and is hereby amended and the amendments are adopted in the form attached hereto and made a part hereof.

Date: September 18, 1998

LELY CIVIC ASSN., INC.

Signature of Witness

CHARYL R KRAUS

Print name of Witness

Signature of Witness

Print name of Witness

By:

C. W. Flegal, Jr., President
P.O. Box 68
Naples, Florida 34106

(SEAL)

STATE OF FLORIDA
COUNTY OF COLLIER

I hereby certify that on this 18th day of September, 1998, personally appeared before me C. W. Flegal, Jr., as President of Lely Civic Assn., Inc., a Florida corporation not for profit, who executed the foregoing certificate in the name of, and on behalf of, said corporation. He (choose one) ☒ is personally known to me or ☐ has produced _____ for identification and did not take an oath.



ANJA C DEPAUW
My Commission CC582908
Expires Jun. 18, 2000

Signature of Notary Public

Print name of Notary (SEAL)

My Commission Expires: 6/18/2000

**AMENDMENTS TO THE
AMENDED DECLARATION OF PROTECTIVE COVENANTS
LELY GOLF ESTATES, ST. ANDREWS WEST SECTION**

Note: New language is underlined; language being deleted is shown in ~~struck-through~~ type.

1. Section 5. of Article I. of the Amended Declaration of Protective Covenants Lely Golf Estates, St. Andrews West Section, shall be amended as follows:

5. ASSOCIATION shall mean and refer to the Lely Estates Single Family Homeowners Association, Inc. ~~Lely Civic Assn., Inc.~~, a Florida corporation not for profit.

2. Article IV. of the Amended Declaration of Protective Covenants Lely Golf Estates, St. Andrews West Section, shall be amended as follows:

**IV.
MAINTENANCE OF LANDSCAPING AND STRUCTURES ON LOTS**

The maintenance landscaping and structures on Lots shall be in accordance with the following provisions.

A. Landscaping. Lot landscape design, installation and maintenance, including the unpaved street right-of-way adjacent to the lot, shall promote and preserve the appearance, character and value of the surrounding homes and areas. Development of all lots, other than single family lots, shall include landscape planning and installation supervision by a registered Florida landscape architect. The OWNER, upon development, shall install and maintain underground landscape irrigation systems which are designed to irrigate the entire landscaped portion of the lot and the landscaped edge of the street right-of-way immediately abutting the lot.

B. Structures. All structures on lots shall be maintained by the lot owner in good condition relative to the condition of surrounding structures as deemed acceptable in the reasonable judgment of the Board of Directors. For the purpose of this Declaration, a structure shall be deemed any inanimate fixture constituting an improvement or addition to any Lot, including but not limited to houses, fences, sheds and garages.

C. Remedial Action by Association. If for any reason an OWNER permits their his landscaping or structures to become unsafe, unkept or unsightly in the reasonable judgment of the Board, the ASSOCIATION, after ten (10) days written notice and opportunity to cure to the OWNER, may institute legal proceedings to enforce compliance, or may take appropriate action, including entering the lot, with or without notice to or consent of the tenant or unit owner, to place it the landscaping or structure in a safe, neat condition and in such event shall charge the OWNER for the cost of the work. Said charge, and any and all associated costs, until paid, will be a lien against the lot collectable in the same manner as assessments. Vacant lots shall be regularly mowed by the OWNER or, if not kept regularly mowed by the OWNER they the lots may be mowed by the ASSOCIATION or its agents. In the event that the ASSOCIATION furnishes vacant lot mowing service to an OWNER, the ASSOCIATION shall charge the OWNER for said service. Said charge, and all associated costs until paid, will be a lien against the lot collectable in the same manner as assessments. Notice pursuant to this paragraph is deemed given upon sending the notice by certified or registered mail to the owner's last known address, and shall be deemed given upon such mailing of the notice, postage prepaid.

3. Article VI. of the Amended Declaration of Protective Covenants Lely Golf Estates, St. Andrews West Section, shall be amended as follows:

VI.
SIGNS

No sign or advertising matter shall be placed or allowed to be placed on or adjacent to a lot, or structure on a lot, by an OWNER, except for the following:

A. One (1) white "For Sale" sign that is no larger than twelve inches (12") high and eighteen inches (18") wide, with no more than three (3) lines of black lettering, that is placed on a white post twenty-two inches (22") from the ground, six feet (6') from the driveway and ten feet (10') from the curb;

B. One (1) security sign no larger than eighty-one (81) square inches;

C. One (1) security decal no larger than four (4) square inches in each window of a structure on a lot; and

D. One (1) "Open House" sign which may be posted or displayed during reasonable weekend hours while the property is actually open for inspection by potential purchasers and attended to by the owner or the owner's agent.

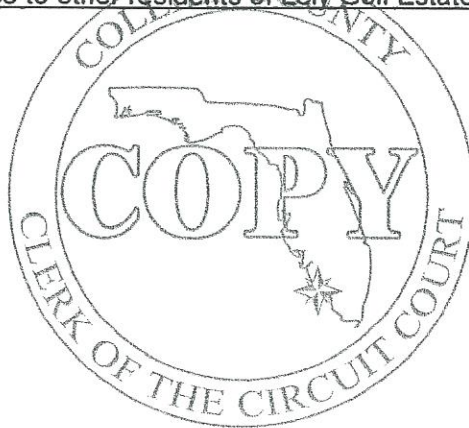
The ASSOCIATION's Board of Directors may in its discretion further regulate the signs on the property, including but not limited to regulation of the type, size, shape, color, lettering, material and placement of the signs, so long as the further regulations do not conflict with this Declaration. one sign, of not more than two square feet in area, containing the name and address of the OWNER. This prohibition shall not apply to model homes or homes under construction. This provision shall not bar the Developer from the use of customary advertising and informational signs while properties within the subdivision are being offered for sale.

*** OR: 2463 PG: 3294 ***

4. Article IX of the Amended Declaration of Protective Covenants Lely Golf Estates, St. Andrews West Section, shall be amended as follows:

IX.
ANIMALS

No animals, of any kind, shall be kept on a lot or within a building on a lot except dogs, cats, birds, etc., of the customary household pet variety, provided that no pet may be kept, bred or maintained for any commercial purpose. The pet must be carried under the owner's arm, be leashed or kept within an approved fenced area at the side or rear of a lot at all times while outside of a building. The ability to keep such a pet is a privilege, not a right, and the Board of Directors is empowered to order and enforce the removal of any pet which becomes a source of unreasonable annoyance to other residents of Lely Golf Estates.



2691861 OR: 2724 PG: 0664

RECORDED in OFFICIAL RECORDS of COLLIER COUNTY, FL
 09/21/2000 at 10:09AM DWIGHT E. BROCK, CLERK
 REC FEE 10.50

Retn:

KRAUS & ASSOCIATES
 1072 GOODLETTE RD N
 NAPLES FL 34102

(The space above this line is reserved for recording information.)

CERTIFICATE OF AMENDMENT

THE UNDERSIGNED, being the duly elected President of LELY CIVIC ASSN., INC., a Florida corporation not-for-profit, does hereby certify that the attached amendments to the Amended Declaration of Protective Covenants of Lely Golf Estates, St. Andrews West Section as originally recorded at O.R. Book 480, at Page 326, et seq., in the Public Records of Collier County, Florida were approved in writing by at least a majority of the owners of lots in the Subdivision.

September 15, 2000
 Date

LELY CIVIC ASSN., INC.

Signature of Witness

JAMIE HERITAGE

Print name of Witness

Signature of Witness

G. CHRIS RAMSEY

Print name of Witness

By: George B. Ramsey

George B. Ramsey, President

P.O. Box 66

Naples, Florida 34106

(SEAL)

STATE OF ~~FLORIDA~~ New Jersey
 COUNTY OF ~~COLLIER~~ Cape May

I hereby certify that on this 15 day of September, 2000, personally appeared before me George B. Ramsey, as President of Lely Civic Assn., Inc., a Florida corporation not for profit, who executed the foregoing certificate in the name of, and on behalf of, said corporation. He (choose one) ☐ is personally known to me or ☒ has produced Driver's license for identification and did not take an oath.

Signature of Notary Public

Print name of Notary (SEAL)

My Commission Expires:

LEAH R. POLING
 A Notary Public of New Jersey
 My Commission Expires 04-21-04

**AMENDMENTS TO THE
AMENDED DECLARATION OF PROTECTIVE COVENANTS
LELY GOLF ESTATES, ST. ANDREWS WEST SECTION**

Note: New language is underlined; language being deleted is shown in ~~struck through~~ type.

1. Article VI. of the Amended Declaration of Protective Covenants Lely Golf Estates, St. Andrews East Section, shall be amended as follows:

**VI.
SIGNS**

No sign or advertising matter shall be placed or allowed to be placed on or adjacent to a lot, or structure on a lot, by an OWNER, except for the following:

1. One (1) white "For Sale" sign that is no larger than twelve inches (12") high and eighteen inches (18") wide, with no more than three (3) lines of black lettering, that is placed on a white post twenty-two inches (22") from the ground, six feet (6') from the driveway and ten feet (10') from the curb;

2. One (1) security sign no larger than eighty-one (81) square inches;

3. One (1) security decal no larger than four (4) square inches in each window of a structure on a lot; and

4. One (1) "Open House" sign which may be posted or displayed during reasonable weekend hours while the property is actually open for inspection by potential purchasers and attended to by the owner or the owner's agent.

5. One (1) "take one" receptacle for information regarding the proposed sale of the lot on the post of the mailbox for the lot, which receptacle shall conform to uniform standards and specifications set by the ASSOCIATION'S Board of Directors.

The ASSOCIATION's Board of Directors may in its discretion further regulate the signs and "take one" receptacles on the property, including but not limited to regulation of the type, size, shape, color, lettering, material and placement of the signs and receptacles, so long as the further regulations do not conflict with this Declaration.

2. Article VII. of the Amended Declaration of Protective Covenants Lely Golf Estates, St. Andrews East Section, shall be amended as follows:

**VIII.
MOTOR VEHICLES AND BOATS**

No OWNER shall park or permit to be parked, either on a lot or within a street right-of-way within the plat, any vehicle used for commercial purposes or containing exterior advertising matter; any swamp buggy, stock car, or other vehicle not normally used for highway travel; or any boat or trailer, except when such motor vehicle, boat or trailer is parked or stored within an enclosed garage or within a screened area wherein it is not visible from a street or adjoining lot. No vehicle of any type shall be parked on the lawn or in the street. All vehicles must be parked in either the driveway or in a garage on a lot, subject to the restrictions set forth in this Article.

3013259 OR: 3071 PG: 2435

RECORDED in OFFICIAL RECORDS of COLLIER COUNTY, FL
 07/12/2002 at 09:13AM DWIGHT B. BROCK, CLERK
 REC FEE 15.00

Retn:
 KRAUS & ASSOCIATES
 1072 GOODLETTE RD N
 NAPLES FL 34102

(The space above this line is reserved for recording information.)

CERTIFICATE OF AMENDMENT

THE UNDERSIGNED, being the duly elected President of LELY CIVIC ASSN., INC., a Florida corporation not-for-profit, does hereby certify that the attached amendments to the Amended Declaration of Protective Covenants of Lely Golf Estates, St. Andrews West Section as originally recorded at O.R. Book 480, at Page 326, et seq., in the Public Records of Collier County, Florida were approved in writing by at least a majority of the owners of lots in the Subdivision.

July 8, 2002
 Date

LELY CIVIC ASSN., INC.

Signature of Witness
 Debbie DeForge

Print name of Witness

Signature of Witness

Print name of Witness

By: George B. Ramsey, President
 P.O. Box 66
 Naples, Florida 34106

(SEAL)

STATE OF FLORIDA
 COUNTY OF COLLIER

I hereby certify that on this 8th day of July, 2002, personally appeared before me George B. Ramsey, as President of Lely Civic Assn., Inc., a Florida corporation not for profit, who executed the foregoing certificate in the name of, and on behalf of, said corporation. He (choose one) ☒ is personally known to me or ☐ has produced _____ for identification and did not take an oath.

Notary Public
 Anja C DePauw
 My Commission CC946581
 Expires June 18, 2004

Signature of Notary Public
 ANJA C. DEPAUW
 Print name of Notary (SEAL)
 My Commission Expires: 06/18/02

OR: 3071 PG: 2436

**AMENDMENTS TO THE AMENDED DECLARATION OF
PROTECTIVE COVENANTS OF
LELY GOLF ESTATES, ST. ANDREWS WEST SECTION**

Note: New language is underlined; language being deleted is shown in ~~struck through~~ type.

1. Article XXII of the Declaration of Protective Covenants of Lely Golf Estates, St. Andrews West Section shall be amended as follows:

XXII.
REMEDIES

A. GENERAL. In the event of a violation or breach of any of these restrictive covenants, the ASSOCIATION shall have the right to proceed at law or in equity to compel compliance with the terms hereof or to prevent the violation or breach of any of them. The failure to enforce any right, reservation, restriction, condition or limitation herein contained, however long contained, shall not be deemed a waiver of the right to do so thereafter. The invalidation by a court of any covenant herein contained shall not in any way affect any of the other covenants, ~~which shall remain in full force and effect.~~ Any delinquent OWNER agrees to pay reasonable attorney's fees and costs incurred by the ASSOCIATION for the enforcement of these restrictions, ~~including without limitation, fees costs as the prevailing party in any proceeding brought to enforce these restrictions (including appellate proceedings).~~

B. FINES. The Board may impose a fine or fines upon an OWNER, tenant, guest, or other invitee for failure of the OWNER, his family, guests, invitees, tenants, or employees to comply with any covenant, restriction, rule or regulation contained herein or promulgated pursuant to the Governing Documents.

1. Notice. The ASSOCIATION shall notify the OWNER or person sought to be fined with at least fourteen (14) days notice of the opportunity for an appeals hearing.
2. Appeals Hearing. A hearing, if requested by the OWNER or person sought to be fined, shall be held before a committee of at least three (3) members appointed by the Board, who are not officers, directors or employees of the ASSOCIATION, or the spouse, parent, child, brother or sister of any of the above. The committee, by majority vote, may recommend approval of the fine, dismissal of the fine, or a change in the amount of the fine.
3. Amount Of Fine. The Board of Directors may impose fines in amounts reasonably related to the severity of the offense and deemed adequate to deter future offences, not to exceed \$100 per violation, or such other maximum amount permitted by law. A fine may be levied on the basis of each day of a continuing violation, with a single notice and opportunity for hearing, and thus may exceed in the aggregate, \$1,000 per violation, or such other maximum amount permitted by law.
4. Collection Of Fines. Fines shall be treated as an assessment due to the ASSOCIATION ten (10) days after written notice to the OWNER of the imposition of the fine, as provided above. The filing of an appeal as provided above shall postpone the due date until three (3) days after the written decision of the appeals committee is served on the OWNER.
5. Application. All monies received from fines shall become part of the common surplus.

6. Nonexclusive Remedy. Fines shall not be construed to be an exclusive remedy, and shall exist in addition to all other rights and remedies to which the ASSOCIATION may be otherwise legally entitled. Outstanding fines, if unpaid after thirty (30) days from the date due, shall be assessed against the OWNER of the Lot, which assessments may become a lien on the Lot and foreclosed or otherwise collected in the same manner as assessments for common expenses.

2. **The Declaration of Protective Covenants of Lely Golf Estates, St. Andrews West Section shall be amended by adding Article XIII as follows:**

XXIII
TRANSFERS

No unit OWNER may dispose of a Lot or any ownership interest in a Lot by sale or gift (including agreement for deed) or lease a Lot without giving written notification the Board of Directors at least twenty (20) days before the intended transfer or lease. The ASSOCIATION may require the payment of a preset processing/transfer fee in connection with the notification required pursuant to this Article. Notification will not be deemed complete until the proposed transferee or lessee has completed a personal interview with the Board of Directors or its designee, if requested, and the transfer fee has been paid. In the event of a transfer of ownership, when the notification is complete, the ASSOCIATION shall issue a Certificate indicating compliance with this provision executed by an officer or other authorized agent of the of the ASSOCIATION in recordable form and deliver it to the transferee. Any sale, transfer or lease that has been completed in violation of this Article shall be void unless subsequently approved in writing by the Board. The provisions of this Article are not applicable to the acquisition of title by a first mortgagee who acquires title through the mortgage, whether by foreclosure or deed in lieu of foreclosure.

