

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, UNIT NO. 1**

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, Unit No. 1 approved the revitalization of the Declaration of Protective Covenants for Lely Golf Estates, Unit No. 1 as originally recorded at Official Record Book 287, Page 658, and amended at Official Record Book 675, Page 1405; Official Record Book 679, Page 432 (Articles of Incorporation); Official Record Book 932, Page 668 (Articles of Incorporation); and Official Record Book 2463, Page 3299, 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.

6-4-2013  
Date JENNIFER D. TANNER  
Claude Talbot  
Signature of Witness  
CLAUDE TALBOT  
Print name of Witness  
JENNIFER D. TANNER  
Claude Talbot  
Signature of Witness  
CLAUDE TALBOT  
Print name of Witness

LELY CIVIC ASSN., INC.

By: Dave Larson  
Dave Larson, President  
By: John Harris  
John Harris, Secretary  
297 Bay Meadows Drive  
Naples, Florida 34113

STATE OF FLORIDA  
COUNTY OF COLLIER

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-13-049**

May 13, 2013

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

**Re: Lely Golf Estates, Unit No. 1**

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 Unit No. 1 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.

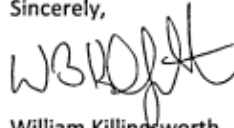
Section 720.407(1), Florida Statutes, requires that no later than 30 days after receiving this letter, the organizing committee shall file the articles of incorporation of the Lely Civic Assn., Inc. with the Division of Corporations of the Department of State if the articles have not been previously 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 13<sup>th</sup> 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



FILE 287 PAGE 058

168306

DECLARATION OF PROTECTIVE COVENANTS  
CONDITIONS AND RESTRICTIONS OF  
LELY GOLF ESTATES

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 located in Collier County, Florida, described as:

---All the lots encompassed within the  
Plot of LELY GOLF ESTATES, as filed in  
Plat Book 8, Pages 449 and ---, of  
The Public Records of Collier County,  
Florida.---

WHEREAS, DEVELOPER will convey said lands, or portions thereof, subject to protective covenants, conditions, restrictions, reservations, liens and charges as hereinafter set forth:

NOW, THEREFORE, DEVELOPER hereby declares that the above described property shall be held, sold conveyed subject to the following easements, restrictions, covenants and conditions all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of LELY GOLF ESTATES. These easements, restrictions, covenants, and conditions 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 by, through or under DEVELOPER or its grantees, having or acquiring any right, title or interest, present or future, in the described property, or any part or portion thereof, and shall inure to the benefit of each owner thereof.

CONTRIBUTOR & McDONALD,  
ATTORNEYS AT LAW  
SUITE 1, SOUTH BAY  
THIRD STREET SUITE  
MIRAGE, FLORIDA 34101

RECORDED  
OFFICE OF THE CLERK  
COLLIER COUNTY, FLORIDA

OCT 1 12 35 PM '68

RECORDED  
OFFICE OF THE CLERK  
COLLIER COUNTY, FLORIDA

LIE 287 PAGE 653

I

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 and assigns if such successors and assigns acquire all lots owned by LELY ESTATES, INC.

PLAT shall mean and refer to the above described Plat.

LOT shall mean and refer to any plot 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 entities, of the fee simple title to any lot within the Plat, but excluding those having such an interest merely as security for the performance of an obligation.

II

USE: The lots within the Plat subject to this Declaration may only be used for single family residential purposes and no building or structure, of any kind, shall be constructed, altered, placed upon the premises or used until the plans therefor, including the exterior color scheme and plantings, have been approved, in writing, by LELY ESTATES, INC., or its successors, each residential building shall contain a total living area of at least 1200 square feet, exclusive of garage and open or screened porches. ADDITIONALLY, no built-up roofs, metal roofs, or car ports are permitted.

III

ONCE construction is begun it must be completed within a six month period, however, if not completed within said period, then, LELY ESTATES, INC., or its successors, shall have the right, after having notified the owner of said condition, to invade the premises and correct the undesirable conditions at the cost of the owner thereof, which will be a lien against the premises.

CONROY & McDONNELL  
ATTORNEYS AT LAW  
SUITE 100, 1000 N. W. 10th Ave.  
MIAMI, FLORIDA 33136

287 660 IV

PROHIBITIONS: No lot, or any portion thereof, or any land adjacent thereto, shall be used for or contain any of the following:

- a) Any sign or advertising matter, except one sign, of not more than two square feet, containing the name and address of the owner. This condition shall not apply to houses while used as 'model homes'.
- b) Any out door line or drying apparatus for the drying of clothes.
- c) Any fence or wall of any size, shape or material, without the written consent of the Developer.
- d) Any vehicle used for commercial purposes or containing exterior advertising matter; or swamp buggies, beach buggies, stock cars or other vehicles not normally used for highway travel, including boats and trailers.
- e) Animals, except household pets, on leashes.
- f) Radio or T.V. antenna.
- g) Outside storage is not permitted.
- h) No outbuildings of any kind.

V:

GENERAL APPEARANCE: Owner will keep all areas, including the unpaved portion of the right of way grassed and in a neat and clean condition at all times. Should it be necessary for the Developer to mow or clean any lands to place them in a neat and clean condition, the Owner thereof agrees to pay a reasonable charge for said work, and said charge until paid, will be a lien against the land. No refuse or unsightly objects shall be allowed to be placed or suffered to remain anywhere thereon, nor shall trash burning be permitted. All driveways shall be paved or gravel surfaced. All garage doors shall be kept closed when not in use.

HOW & MCDANIEL  
ATTORNEYS AT LAW  
1100 N. BROAD BLVD.  
1100 STREET SOUTH  
1100 N. BROAD BLVD.

VI

REC 287 PAGE 661

UTILITIES: Developer hereby reserves an exclusive easement along the rights of way and along the rearmost 10 feet and the 5 feet on the sides of each lot for water lines, butane, propane and fuel lines, sewer lines, electric lines, telephone lines, T.V. cable and other pipes, lines or distributors for utilities or services to be furnished to 50% or more of the lots within the subdivision. All telephone, electric, water, sewer, fuel lines and pipes or other distributors must be underground from the lot line to the use connection.

VII

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 arbitrarily withhold such consent.

VIII

MODIFICATION: The Developer hereby reserves unto itself and its assigns the right to make reasonable modifications, either by way of additions to or deletions from these covenants, restrictions and conditions, so that it may better assure the protection of the value, desirability and attractiveness of this area.

IX

THESE covenants are supplemental to any zoning, present or future, of the County of Collier, however, no variance or zoning change permitted by the County shall in any way be construed to reduce the requirements as contained herein.

X

ACCEPTANCE: 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.

CHAMBERLAIN & MCDONALD,  
ATTORNEYS AT LAW  
SUITE 200, 1000 N. W. 10TH AVE.  
MIAMI, FLORIDA 33136

OFF REC 287 PAGE 002 XI

REMEDIES: In the event of a violation or breach or any of these restrictions or conditions, the Developer 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 continued, shall not be deemed a waiver of the right to do so thereafter as the same breach or as to a breach occurring prior to or subsequent thereto and shall not bar or affect its enforcement, the invalidity by any court of any restrictions herein contained shall not in any way affect any of the other restrictions which shall remain in full force and effect; and any delinquent OWNER agrees to pay a reasonable attorneys fee for the enforcement of these covenants.

IN WITNESS WHEREOF, the said 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 1 day of October, 1968.

(CORPORATE SEAL)

LELY ESTATES, INC.

BY: [Signature]  
CHRISTIAN M. DUVEROT  
VICE PRESIDENT

STATE OF FLORIDA

COUNTY OF COLLIER

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 before me, the duly authorized officer of LELY ESTATES, INC., a Texas Corporation, authorized to do business in the state of Florida, and who executed the foregoing and acknowledged before me that he executed the foregoing in the name of and for that corporation; that as such corporate officer he is duly authorized to do so.

WITNESS my hand and official seal in the county and state named above this 1 day of October, 1968.

(Notary Seal)

[Signature]  
Notary Public  
My Commission Expires:  
Instrument Prepared By:

[Signature]  
WALTER R. CONDON

CORREY & MCDONNELL  
ATTORNEYS AT LAW  
SUITE 1, BLOOM BLVD.  
THIRD STREET SOUTH  
NAUVE, FLORIDA 33588

Recorded in Official Records Book  
of COLLIER COUNTY, FLORIDA  
MARGARET T. SCOTT  
Clerk of Circuit Court

RECORDED  
OFFICIAL PUBLIC RECORDS  
COLLIER COUNTY, FLORIDA

116753

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FEB 2 9 36 AM '77

AMENDED DECLARATION OF PROTECTIVE COVENANTS  
LELY GOLF ESTATES, UNIT NO. 1

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, Unit No. 1, as filed in Plat Book 8, Page 49, 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 287, p. 658 of the Public Records of Collier County, Florida (the "Declaration").

WHEREAS, under Article VIII 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, UNIT NO. 1. 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.

675 PAGE 1406

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 by this Declaration thereon.

II.

LOT USAGE

All Lots within the Subdivision may only be used for single family residential purposes, which may include single family houses used as models from time to time. 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 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

675 PAGE 1407

a minimum of 1,200 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.

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 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

REC 675 FILE 1408

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.

V.

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, 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.

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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.

675 PAGE 1410

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 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.

UTILITIES 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

675 PAGE 1411

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.

MODIFICATION OF COVENANTS

Reasonable modifications to these covenants may be made from time to time by a majority of the owners of lots

675 PAGE 1412

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.

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

675 INSE 1413

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 17th day of January, 1977.

Signed in the presence of: LELY ESTATES, INC.

Emile W. Langer  
Jean E. Langer

By: Christiaan W. Duvekot  
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 17th day of January, 1977.



Notary Public

My Commission Expires:

My Commission Expires on 3, 1981

This Instrument Prepared By:

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

450574

STATE OF FLORIDA

DEPARTMENT OF STATE



HP 679 PAGE 432

I certify that the following is a true and correct copy of

CERTIFICATE OF INCORPORATION  
OF  
LELY GOLF ESTATES SINGLE FAMILY HOMEOWNERS ASSOCIATION, INC.  
filed in this office on the 18th day of February  
1977  
Charter Number: 738030

RECORDED  
OFFICIAL RECORD BOOK  
COLLIER COUNTY, FLORIDA  
MAR 3 8 34 AM '77

GIVEN under my hand and the Great  
Seal of the State of Florida, at  
Tallahassee, the Capital, this the  
22nd day of February  
1977

SECRETARY OF STATE



*James A. Harrison*

Corp-94  
Revised 1-20-76

ARTICLES OF INCORPORATION

OF

LELY GOLF ESTATES SINGLE FAMILY  
HOMEOWNERS ASSOCIATION, INC.

OFF REC 679 PAGE 433

The undersigned subscribers to these Articles of Incorporation, each a natural person competent to contract, hereby voluntarily associate themselves for the purpose of forming a corporation not for profit under Chapter 617, Florida Statutes.

ARTICLE I - NAME

The name of this corporation is LELY GOLF ESTATES SINGLE FAMILY HOMEOWNERS ASSOCIATION, INC.

ARTICLE II - PURPOSE

This corporation is organized for the following purposes:

(a) To establish a corporate residential community homeowners' association which will, subject to the Declarations of Protective Covenants filed for each of the subdivisions described below, as they may from time to time be amended (the "Declarations"), have the specific purposes and powers described below.

(b) To provide for the maintenance of such common and private areas and structures as may be placed under the jurisdiction of this corporation, and to provide for architectural control regulation of all single family residences and appurtenances (exclusive of dedicated public streets) erected on or otherwise located within that certain platted and subdivided tract of land known as LELY GOLF ESTATES and platted as:

- (1) Unit No. 1 as filed in Plat Book 8, Page 49 of the Public Records of Collier County, Florida; Declaration filed in O.R. Book 287, Page 658 and amended at O.R. Book 675, Pages 1405 - 1413, of the Public Records of Collier County, Florida;

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FILE 679 PAGE 434

- (2) Unit No. 2, except Tract D, as filed in Plat Book 8, Page 58 of the Public Records of Collier County, Florida; Declaration filed in O.R. Book 334, Page 302 and amended at O.R. Book 675, Pages 1414 of the Public Records of Collier County, Florida;
  - (3) Forest Hills Section as filed in Plat Book 10, Page 84 of the Public Records of Collier County, Florida; Declaration filed in O.R. Book 426, Page 611 and amended at O.R. Book 675, Pages 1423-1431, of the Public Records of Collier County, Florida;
  - (4) St. Andrews West as filed in Plat Book 10, Page 93 of the Public Records of Collier County, Florida; Declaration filed in O.R. Book 480, Page 326 and amended at O.R. Book 675, Pages 1441-1449, of the Public Records of Collier County, Florida;
  - (5) St. Andrews East as filed in Plat Book 10, Page 98 of the Public Records of Collier County, Florida; Declaration filed in O.R. Book 499, Page 899 and amended at O.R. Book 675, Pages 1450-1458, of the Public Records of Collier County, Florida;
  - (6) Pinehurst Estates, as filed in Plat Book 12, Page 1 of the Public Records of Collier County, Florida; Declaration filed in O.R. Book 580, Page 938 and amended at O.R. Book 675, Pages 1492 of the Public Records of Collier County, Florida.
- (c) To promote the health, safety and welfare of the residents of the residential community which is known as LELY GOLF ESTATES.
- (d) To fulfill all of the purposes listed above and to exercise all of the powers listed below with respect to all additional properties which may be brought under the jurisdiction of this corporation through recorded amendment or amendments to the Declarations.
- (e) The purpose of this corporation will not include or permit pecuniary gain or profit nor distribution of its income to its members, officers or directors.

#### ARTICLE III - POWERS

This corporation shall have and exercise all rights and powers conferred upon corporations under the laws of the State of Florida consistent with the Articles and the

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Declarations. This corporation shall also have all of the powers and authority reasonably necessary or appropriate to the operation and regulation of a residential community subject to the Declarations, as they may from time to time be amended, including but not limited to the following:

(a) To exercise all the powers and privileges and to perform all the duties and obligations of the "Association" as defined in the Declarations, which Declarations are incorporated herein by reference.

(b) To fix, levy, collect and enforce payment by any lawful means, all charges or assessments and assessment liens pursuant to the terms of the Declarations; to pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of the Corporation, including all licenses, taxes or governmental charges levied or imposed against the property of the Corporation.

(c) To enforce any and all covenants, conditions, restrictions and agreements available to the residential community known as LELY GOLF ESTATES.

(d) To pay taxes, if any, on the common properties and facilities.

(e) To acquire (by gift, purchase or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use or otherwise dispose of real or personal property in connection with the affairs of the Corporation.

(f) To borrow money, and with the assent of two-thirds of the voting members, to mortgage, pledge, deed in trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred.

(g) To dedicate, sell or transfer all or any part of the common areas, if any, to any public agency,

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authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument has been signed by the Developer, if it is at that time the sole voting member; otherwise said instrument must be signed by two-thirds of the Class A members, agreeing to such dedication, sale or transfer.

(h) To participate in mergers and consolidations with other non-profit corporations organized for the same purpose or annex additional residential property and common areas, provided that any such merger, consolidation or annexation shall have the assent of two-thirds of the Class A members -- if they be then entitled to vote; otherwise the assent of the Developer alone shall be sufficient.

(i) Subject always to the Declarations, to have and to exercise any and all powers, rights and privileges which a corporation organized under the Non-Profit Corporation Law of the State of Florida by law may now or hereafter have or exercise.

ARTICLE IV - MEMBERSHIP

Every person or entity who is a record owner of a fee simple or of a fractional undivided fee simple interest in any Lot which is subject, by covenants of record, to the jurisdiction and powers of this corporation, and particularly to the assessment and assessment lien powers of this corporation, shall be a member of this corporation. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. As used in these Articles of Incorporation, the word "Lot" means and refers only to residential lots which are subject to the jurisdiction and powers of this corporation. Membership shall be appurtenant to and may not be separated from

ownership of any Lot. All membership rights and duties shall be subject to and controlled by the Declarations, which are in the form of a covenant running with the land.

ARTICLE V - VOTING RIGHTS

The Corporation shall have two classes of membership:

CLASS A: Class A members shall be all Owners with the exception of the Developer, as defined in the Declarations, and, subject to the CLASS B provisions below, shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members, but the single vote for such Lot shall be exercised as they among themselves determine, and in no event shall more than one vote be cast with respect to any Lot owned by Class A members.

CLASS B: The Class B member shall be the Developer, and it shall be the sole voting member, for three years from the date of the first sale of any Lot in LELY GOLF ESTATES or when 30 percent of the Lots in LELY GOLF ESTATES are sold, whichever occurs first.

The membership rights (including voting rights) of any Member may be suspended by action of the Board of Directors if such Member shall have failed to pay when due any assessment or charge lawfully imposed upon him or any property owned by him, or if the Member, his family, his tenants, or guests of any thereof, shall have violated any rule or regulation promulgated by the Board of Directors regarding the use of any property or conduct with respect thereto.

ARTICLE VI - BOARD OF DIRECTORS

The affairs of this corporation shall be managed by a Board of Directors, who need not be members of this corporation. The initial Board shall consist of three directors. The number of Directors may be increased by the By-Laws of this corporation, but shall never be less than three Directors. The names and addresses of the persons who are to act in the capacity of Directors until the selection of their successors are:

EVE  
MC 679 PAGE 438

| <u>Name</u>           | <u>Address</u>                               |
|-----------------------|----------------------------------------------|
| Christiaan W. Duvekot | 215 Mooring Line Drive<br>Naples, Florida    |
| Evelyn Cryder         | 4612 Catalina Drive<br>Naples, Florida       |
| William McAnly        | 115 St. Andrews Boulevard<br>Naples, Florida |

The Directors may, by By-Law, fix the term of office for all Directors. However, unless contrary provisions are made by By-Law, each Director's term of office shall be for one year, but all Directors shall continue in office until their successors are duly elected and installed. There shall be held at each annual meeting of this corporation an election of Board members. However, Directors, if re-elected, may serve successive annual terms without limitation.

A majority of the directors currently serving as such shall constitute a quorum. Except as herein otherwise specified, the decision of a majority of the directors present at a meeting at which a quorum is present shall be required and shall be sufficient to authorize any action on behalf of the corporation. Each director shall be entitled to one vote on every matter presented to the Board of Directors.

Any meeting of the members or of the Board of Directors of the corporation may be held within or without the State of Florida.

#### ARTICLE VII - OFFICERS

The affairs of this corporation shall be administered by the officers designated in the By-Laws. The officers shall be elected by the Board of Directors at its first meeting following the annual meeting of the members of this corporation and shall serve at the pleasure of the Board of Directors. The names and addresses of the officers who shall serve until their successors are designated by the Board of Directors are as follows:

| <u>Office</u>           | <u>Name</u>           | <u>Address</u>                            | OFF REC 679 PAGE 439 |
|-------------------------|-----------------------|-------------------------------------------|----------------------|
| President               | Christiaan W. Duvckot | 215 Mooring Line Drive<br>Naples, Florida |                      |
| Vice President          | William McAnly        | 115 St. Andrews Blvd.<br>Naples, Florida  |                      |
| Secretary/<br>Treasurer | Evelyn Cryder         | 4612 Cataline Drive<br>Naples, Florida    |                      |

ARTICLE VIII - DISSOLUTION

This corporation may be dissolved with the assent given in writing and signed by not less than two-thirds of the members who are entitled to vote. Upon dissolution of this corporation, other than incident to a merger or consolidation, its assets, both real and personal, shall be dedicated to an appropriate public agency to be used for purposes similar to those for which this corporation was formed. In the event there is a refusal to accept such dedication, then such assets shall be granted, conveyed and assigned to any non-profit corporation, association, trust or other organization which is devoted to purposes similar to those of this corporation.

ARTICLE IX - BY-LAWS

The first By-Laws of this corporation shall be adopted by the Board of Directors and may be altered, amended or rescinded in the manner provided by the By-Laws.

ARTICLE X - DURATION

This corporation shall have perpetual existence.

ARTICLE XI - AMENDMENTS

Amendments to these Articles shall be proposed by the Board of Directors and adopted by a majority of the Members of the Corporation at any annual or special meeting called for that purpose, provided that the full text of any proposed amendment shall be included in the notice of such special meeting and provided further that the voting requirements specified for any action under any provision of these Articles

shall apply also to any amendment of such provision, and no amendment shall be effective to impair or dilute the rights of members that are governed by the recorded covenants and restrictions applicable to LELY GOLF ESTATES (as, for example, membership and voting rights) which are part of the property interests created thereby.

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ARTICLE XII - SUBSCRIBERS

The names and residence addresses of the subscribing incorporators of these Articles of Incorporation are:

| Name                  | Address                                   |
|-----------------------|-------------------------------------------|
| Christiaan W. Duvekot | 215 Mooring Line Drive<br>Naples, Florida |
| Evelyn Cryder         | 4612 Catalina Drive<br>Naples, Florida    |
| William McAnly        | 115 St. Andrews Blvd.<br>Naples, Florida  |

ARTICLE XIII - DIRECTOR CONFLICTS OF INTEREST

No contract or other transaction between this corporation and one or more of its directors, or between this corporation and any other corporation, firm, association or other entity in which one or more of the directors are directors or officers, or are financially interested, shall be either void or voidable because of such relationship or interest or because such director or directors are present at the meeting of the Board of Directors or a committee thereof which authorizes, approves or ratifies such contract or transaction or because his or their votes are counted for such purpose, if:

(a) The fact of such relationship or interest is disclosed or known to the Board of Directors, or a duly empowered committee thereof, which authorizes, approves or ratifies the contract or transaction by a vote or consent sufficient for such purpose without counting the vote or votes of such interested director or directors; or

(b) The fact of such relationship or interest is disclosed or known to the shareholders entitled to vote and

SEC 679 PAGE 441

they authorize, approve or ratify such contract or transaction by vote or written consent; or

(c) The contract or transaction is fair and reasonable as to the corporation at the time it is authorized by the Board, committee or the shareholders.

Common or interested directors may be counted in determining the presence of a quorum at a meeting of the Board of Directors or a committee thereof which authorizes, approves or ratifies such contract or transaction.

ARTICLE XIV - INDEMNIFICATION

Any person made a party, or threatened to be made a party, to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, and whether or not brought by or in the right of the corporation, brought to impose any liability or penalty on such person for any act or acts alleged to have been committed (including alleged omissions or failures to act) by such person in his capacity as director, officer, employee, or agent of the corporation, or of any other corporation, partnership, joint venture, trust, or other enterprise which he served as such at the request of the corporation, shall be indemnified by the corporation, unless the conduct of such person is finally adjudged to have been grossly negligent or to constitute willful misconduct, against judgments, fines, reasonable amounts paid in settlement, and reasonable expenses, including attorneys' fees actually and necessarily incurred as a result of such action, suit, or proceeding, including any appeal thereof. The corporation shall pay such expenses, including attorney's fees, in advance of the final disposition of any such action, suit or proceeding upon receipt of an undertaking satisfactory to the Board of Directors by or on behalf of

REC 679 PAGE 442

such person to repay such amount, unless it shall ultimately be determined that he is entitled to indemnification by the corporation for such expense. Indemnification hereunder shall continue as to a person who has ceased to be a director, officer, employee or agent and shall inure to the benefit of the heirs, executors and administrators of such person. The Board of Directors may authorize the purchase and maintenance of insurance on behalf of any person who is or was a director, officer, employee, or agent of another corporation, partnership, limited partnership, joint venture, trust, or other enterprise against liability asserted against him and incurred by him in any such capacity or arising out of his status as such, whether or not the corporation would have the power to indemnify him against such liability hereunder.

ARTICLE XV - REGISTERED OFFICE

The address of the corporation's initial registered office is:

105 St. Andrews Boulevard  
Naples, Florida

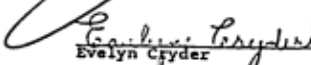
The name of this corporation's initial registered agent at the above address is:

Lely Estates, Inc.

IN WITNESS WHEREOF, for the purpose of forming this corporation under the laws of the State of Florida, we, the undersigned, constituting the subscribing incorporators of this Corporation, have executed these Articles of Incorporation this 2nd day of February, 1977.

SUBSCRIBERS:

  
Christian W. Duvekot

  
Evelyn Snyder

  
William McAnis

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STATE OF FLORIDA )  
 )SS:  
COUNTY OF COLLIER )

The foregoing instrument was acknowledged before me this 2nd day of February, 1977, by Christiaan W. Duvekot.

My commission expires:

Chas. A. Lee  
Notary Public  
Notary Public, State of Florida at Large  
My Commission Expires Dec. 3, 1981  
Bonded by American Surety & Guaranty Company

STATE OF FLORIDA )  
 )SS:  
COUNTY OF COLLIER )

The foregoing instrument was acknowledged before me this 2nd day of February, 1977, by Evelyn Cryder.

My commission expires:

Chas. A. Lee  
Notary Public  
Notary Public, State of Florida at Large  
My Commission Expires Dec. 3, 1981  
Bonded by American Surety & Guaranty Company

STATE OF FLORIDA )  
 )SS:  
COUNTY OF COLLIER )

The foregoing instrument was acknowledged before me this 2nd day of February, 1977, by William McAnly.

My commission expires:

Chas. A. Lee  
Notary Public  
Notary Public, State of Florida at Large  
My Commission Expires Dec. 3, 1981  
Bonded by American Surety & Guaranty Company

ACCEPTANCE OF REGISTERED AGENT

Having been named to accept service of process for  
LELY GOLF ESTATES SINGLE FAMILY HOMEOWNERS ASSOCIATION,  
INC., at the place designated in the Articles of Incorporation,  
LELY ESTATES, INC. agrees to act in this capacity, and  
agrees to comply with the provisions of Section 48.091  
relative to keeping open such office.

LELY ESTATES, INC.

By Chas. A. Lee  
Executive Vice President

Date: February 2, 1977

718777

104

State of Florida

O.R. 932 PG 0668

Department of State

I certify that the attached is a true and correct copy of Certificate of Amendment to the Articles of Incorporation of LELY GOLF ESTATES SINGLE FAMILY HOMEOWNERS ASSOCIATION, INC., changing its corporate name to LELY CIVIC ASSN., INC., a corporation not for profit organized under the laws of the State of Florida, filed on May 15, 1980, as shown by the records of this office.

CLERK OF THE CIRCUIT COURT

Given under my hand and the Great Seal of the State of Florida, at Tallahassee, the Capital, this the 29th day of July, 1981.

George Firestone  
Secretary of State

1981 JUL 29 PM 10

CLERK OF THE STATE OF FLORIDA

CLERK OF THE STATE OF FLORIDA

G.R. 932 PG 4669

CERTIFICATE OF AMENDMENT  
OF  
ARTICLES OF INCORPORATION  
OF

LELY GOLF ESTATES SINGLE FAMILY  
HOMEOWNERS ASSOCIATION, INC.

WE, THE UNDERSIGNED, being the President and the Secretary of LELY GOLF ESTATES SINGLE FAMILY HOMEOWNERS ASSOCIATION, INC., a corporation not for profit organized and existing under the laws of the State of Florida,

DO HEREBY CERTIFY as follows:

First: That the Board of Directors of LELY GOLF ESTATES SINGLE FAMILY HOMEOWNERS ASSOCIATION, INC. ("the Corporation"), at a meeting duly called and held on January 7, 1980, a quorum being present, by a resolution duly adopted, approved a proposed amendment to the ARTICLES OF INCORPORATION of the Corporation, and proposed adoption of such amendment by the Members of the Corporation, as hereinafter set forth;

Second: That the Members of the Corporation, at an Annual Meeting duly called and held on February 19, 1980, a quorum being present, approved, by the unanimous vote of the Members present, an amendment to the ARTICLES OF INCORPORATION of the Corporation as proposed by the Board of Directors and authorized amendment of the ARTICLES OF INCORPORATION of the Corporation as hereinafter set forth;

1. ARTICLE I of the ARTICLES OF INCORPORATION presently reads as follows:

"ARTICLE I - NAME

"The name of this corporation is LELY GOLF ESTATES SINGLE FAMILY HOMEOWNERS ASSOCIATION, INC."

O.R. 932 PG 0670

2. ARTICLE I of the ARTICLES OF INCORPORATION is amended to read as follows:

"ARTICLE I - NAME

"The name of this corporation is LELY CIVIC ASSN., INC."

(CORPORATE SEAL)

LELY GOLF ESTATES SINGLE FAMILY HOMEOWNERS ASSOCIATION, INC.

ATTEST:

*Betty J. Perdos*  
Betty J. Perdos  
Secretary

*Patricia C. Hueter*  
Patricia C. Hueter  
President

STATE OF FLORIDA }  
COUNTY OF COLLIER } s.s.:

I HEREBY CERTIFY that on this day, before me, an Officer duly authorized in the State and County aforesaid to take acknowledgements, personally appeared PATRICIA C. HUETER and BETTY J. PERDOS, to me known to be the persons described in and who executed the foregoing CERTIFICATE OF AMENDMENT, and who acknowledged before me that they subscribed to said CERTIFICATE as President and Secretary, respectively, of LELY GOLF ESTATES SINGLE FAMILY HOMEOWNERS ASSOCIATION, INC., the corporation described in said CERTIFICATE and that said CERTIFICATE was duly authorized by the Members of said corporation.

WITNESS my hand and official seal in the State and County aforesaid this 8th day of May, 1980.

*Ancy L. Upchurch*  
Notary Public  
State of Florida at Large

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA AT LARGE  
MY COMMISSION EXPIRES APR. 24 1981  
BONDED THRU CREDITORS UNDERWRITERS

Notary Public  
State of Florida  
My Commission Expires  
April 24, 1981

2374873 OR: 2463 PG: 3299

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

RRC FEE 10.50

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, Unit No. 1 as originally recorded at O.R. Book 287, page 858 et seq., Public Records of Collier County, Florida.

RESOLVED: That the Amended Declaration of Protective Covenants of Lely Golf Estates, Unit No. 1 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

*CHERYL R KRAUS*

Print name of Witness

Signature of Witness

*ANJA C DEPAUW*

Print name of Witness

By:

*C. W. Flegal, Jr.*  
C. W. Flegal, Jr., President  
P.O. Box 66  
Naples, Florida 34106

(SEAL)

STATE OF FLORIDA  
COUNTY OF COLLIER

I hereby certify that on this 18<sup>th</sup> 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 CC562908  
Expires Jun. 18, 2000

Signature of Notary Public

*ANJA C DEPAUW*  
Print name of Notary (SEAL)

My Commission Expires: 06/18/00

\*\*\* OR: 2463 PG: 3300 \*\*\*

AMENDMENT TO THE  
AMENDED DECLARATION OF PROTECTIVE COVENANTS  
LELY GOLF ESTATES, UNIT NO. 1 SECTION

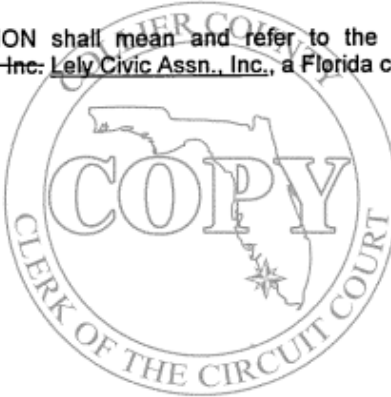
Note: New language is underlined; language being deleted is shown in ~~struck-through~~ type.

1. Section 5. of Article I. of the Amended Declaration of Protective Covenants Lely Golf Estates, Unit No. 1 Section, shall be amended as follows:

I.  
DEFINITIONS

\*\*\*

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.



2691865 OR: 2724 PG: 0672  
RECORDED IN OFFICIAL RECORDS OF COLLIER COUNTY, FL  
09/21/2000 at 10:09AM DWIGHT E. BROCK, CLERK  
RBC FEB 10.50  
Re: :  
KRAM & ASSOCIATES  
1072 GOODWYTH 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, Unit No. 1 as originally recorded at O.R. Book 287, at Page 658, 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.

Jamie Heritage  
Signature of Witness

JAMIE HERITAGE  
Print name of Witness

G. CAROL RAMSEY  
Signature of Witness  
Print name of Witness

By: [Signature]  
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 [Signature] for identification and did not take an oath.

[Signature]  
Signature of Notary Public

Print name of Notary (SEAL)  
My Commission Expires:

LENN R. POLSON  
A Notary Public of New Jersey  
My Commission Expires 04-21-01

**AMENDMENTS TO THE  
AMENDED DECLARATION OF PROTECTIVE COVENANTS  
LELY GOLF ESTATES, UNIT NO. 1**

**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, Unit No. 1, 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 that any owner intending to sell his or her lot may place one (1) "take one" receptacle for information regarding the proposed sale of the lot on the post of the mailbox for the lot. Such receptacles shall conform to uniform standards and specifications set by the ASSOCIATION'S Board of Directors, which may include regulations as to the type, size, shape, color, lettering, material and placement of the "take one" receptacles, so long as such 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.~~

2. Article VII. of the Amended Declaration of Protective Covenants Lely Golf Estates, Unit No. 1, 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.

3013255 OR: 3071 PG: 2423

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

Retn:  
KRAUS & ASSOCIATES  
1072 GOODLETTS 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, Unit No. 1 as originally recorded at O.R. Book 287, at Page 658, 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.

Debbie DeForge  
Signature of Witness

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

Debbie DeForge  
Print name of Witness

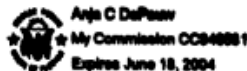
Ansa Delaw  
Signature of Witness

Ansa Delaw  
Print name of Witness

(SEAL)

STATE OF FLORIDA  
COUNTY OF COLLIER

I hereby certify that on this 8<sup>th</sup> 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.



Ansa C. DePauw  
Signature of Notary Public  
Ansa C. DePauw  
Print name of Notary (SEAL)  
My Commission Expires: 06/18/04

**AMENDMENTS TO THE AMENDED DECLARATION OF  
PROTECTIVE COVENANTS OF  
LELY GOLF ESTATES, UNIT NO. 1**

**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, Unit No. 1 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.
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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, Unit No. 1 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.

