

LELY COUNTRY CLUB
DECLARATION AND GENERAL PROTECTIVE COVENANTS
With Amendments through 06/24/14

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DECLARATION AND GENERAL PROTECTIVE COVENANTS

DECLARATION, made this 26th day of March, 1985, by LELY ESTATES, INC., a Texas corporation authorized to do business in the State of Florida,

WITNESSETH:

WHEREAS, Declarant, LELY ESTATES, INC., a Texas corporation authorized to do business in the State of Florida, having its principal place of business in Collier County, Florida, is the Developer of certain lands in Collier County, Florida, described in the Lely Country Club Planned Unit Development Ordinance, Collier County Ordinance 76-41, as amended; and

WHEREAS, Declarant is developing a portion of the lands within the Lely Country Club Planned Unit Development and wishes to impose certain restrictions on the lands described on Exhibit "A" attached hereto and made a part hereof and Declarant may in the future elect to subject additional lands within the Lely Country Club Planned Unit Development to this Declaration and to amend this Declaration with respect to such additional lands, and, as well to impose additional protective covenants, conditions and restrictions on such lands, and, as may be necessary and appropriate for each neighborhood; and

WHEREAS, Declarant desires to provide for the preservation of property values, amenities and opportunities for the lands described on Exhibit "A" contributing to the personal and general health, safety and welfare of residents for the maintenance of the land and improvements thereon, and to this end desires to subject the land described on Exhibit "A" to the protective covenants, conditions, restrictions, and other provisions hereinafter set forth, each and all of which is and are for the benefit of the property and each owner thereof; and

WHEREAS, to provide a means for meeting certain, but not all, of the purposes and intents herein set forth, Declarant has incorporated under the laws of the State of Florida the LELY COUNTRY CLUB PROPERTY OWNERS ASSOCIATION, INC., a not for profit corporation; and

WHEREAS, Declarant may, in its sole discretion, from time to time, convey, lease or grant a license or other use right to lands within or without LELY ESTATES by deed, easement, or otherwise to the Owners (which must accept the same) for the purposes of maintenance, landscaping, drainage, recreation, or other purposes that will be for the use and benefit of its members and their families, tenants and guests.

NOW, THEREFORE, the Declarant, LELY ESTATES, INC., declares that the properties, together with such additions as may hereafter be made thereto are and shall be

owned, used and conveyed subject to the covenants, conditions, restrictions, and all other provisions of this Declaration and General Protective Covenants, all as hereinafter set forth, which shall run with the real property and be binding on all parties having any right, title or interest in the properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I

DEFINITIONS

1.01 "Association" shall mean and refer to "Lely Country Club Property Owners Association".

1.02 "Architectural Committee" shall mean and refer to the "Architectural Committee of the Board of Directors."

1.03 "Board" shall mean and refer to the "Board of Directors."

1.04 "Declarant" shall mean and refer to LELY ESTATES, INC., a Texas corporation authorized to do business in the State of Florida, having its principal place of business in Collier County, Florida, its successors and assigns of any or all of its rights under this Declaration.

1.05 "Declaration" shall mean and refer to this document, entitled DECLARATION AND GENERAL PROTECTIVE COVENANTS, as the same may be amended from time to time.

1.06 "Dwelling Unit" shall mean and refer to any residential unit, including, without limiting, a condominium unit, townhouse, single-family home, duplex, triplex, or villa intended for occupancy by one family or household.

1.07 "Governing Documents" shall mean and refer to the Declaration and the Articles of Incorporation and By-Laws of the Owners Association, all as filed or recorded, if required, and all as may be amended from time to time. In the event of conflict or inconsistency among the documents, the governing provision shall be the first appearing in the following sequence: the Declaration, The Articles, and the By-Laws.

1.08 "Members and Owners" shall mean and refer to those persons or the Declarant who are recorded owners of a dwelling unit and/or plot and are subject to this Declaration.

1.09 "Neighborhood" shall mean and refer to any single-family development, condominium project, villa project, cluster development or other sub-area development.

1.10 "Neighborhood Association" shall mean and refer to any property owners association, homeowners association, condominium association, or other such entity, their successors and assigns, for any particular Neighborhood.

1.11 "Neighborhood Common Area" shall mean and refer to all real property including any improvements and fixtures thereon, owned, leased or the use of such has been granted to a Neighborhood Association for the common use and enjoyment of its members.

1.12 "Neighborhood Covenants" shall mean and refer to any and all covenants, conditions, restrictions, and other provisions imposed by recorded instrument applicable to one or more specific Neighborhoods, but not to all Neighborhoods.

1.13 "Owners Association" shall mean and refer to the LELY COUNTRY CLUB PROPERTY OWNERS ASSOCIATION, INC., a Florida corporation not for profit, which has its principal place of business in Collier County, Florida, its successors or assigns and shall mean and be called "Association".

1.14 "Owners Common Area" shall mean and refer to all real property, including any improvements and fixtures thereon owned, leased or the use of which has been granted to the Owners Association for the common use and enjoyment of its members.

1.15 "Person" shall mean and include an individual, corporation, governmental agency, business trust, estate, partnership, association, two or more persons having a joint or common interest or any other legal entity.

1.16 "Plot" shall mean and refer to a platted lot, a platted parcel, a condominium unit together with the undivided share of the common elements which is appurtenant to the unit, or any quantity of land; including any fixtures and improvements thereon, capable of being described with such definiteness that its locations and boundaries may be established which is designated by the Declarant to be used, developed and conveyed as a unit.

1.17 "Property" shall mean and refer to those certain lands described on Exhibit "A".

- a) "Property", the geographic area which includes Augusta Boulevard and St. Andrews Boulevard, from numbers 402 and 411 St. Andrews Boulevard through the '900s, and all courts and streets to the west off of these two

boulevards, but does not include, Rattlesnake Hammock Road and Forest Hills Boulevard.

- b) Property ownership in Lely Country Club is not universally subject to mandatory membership within the Lely Country Club Property Owners Association. Owners of individual residences and/or condominiums within the subdivisions that are mandatory members of the Association are: Deerwood, Eaglewood, Eaglewood West, Fairway Villas, Muirfield, Palmetto Dunes, St. Moritz, Tanglewood I, Tanglewood I Villas, Timbercreek Villas, Torrey Pines, and Village Greens.

1.18 "PUD" shall mean and refer to Lely Country Club Planned Unit Development Ordinance, Collier County Ordinance 76-41, as Amended.

1.19 "Structure" shall mean that which is built or constructed, or any piece of work artificially built up or composed of parts joined together in some definite manner the use of which requires more or less permanent location on the ground. The term shall be construed as if followed by the words "or part thereof".

ARTICLE II

DECLARANT'S RIGHTS AND POWERS

2.01 "Additions to the Property"

(a) Declarant shall have the right, and the power, but neither the duty nor the obligation, in its sole discretion, to add any lands within Lely Country Club Planned Unit Development to the Property by recording an instrument subjecting such additional lands to this Declaration.

(b) At the time that any additional lands are made subject to this Declaration, Declarant may also record an instrument which (i) modifies any of the provisions of this Declaration insofar as they may apply to such additional lands only, or (ii) creates new provisions applicable only to such additional lands, or (iii) omits the applicability of any of the provisions of this Declaration to such additional lands, or (iv) does any or all or none of the above.

2.02 "Owners Association Common Area"

(a) Declarant shall have the right, and the power, but neither the duty nor the obligation, in its sole discretion, to convey, lease or grant a license or other use right to real property within or without Lely Country Club Planned Unit Development, to the Owners Association for such purposes as may be expressed in the instrument of conveyance, lease or grant of license or use. No such real property shall be considered to

be Owners Association Common Area until actually so conveyed, leased or a grant of license or other use right is created by a written instrument.

(b) Any such conveyance, lease or grant of license or use right to the Owners Association may be exclusive or nonexclusive so that persons or entities other than Owners Association may or may not have a right, power, duty, or privilege with respect to all or any part of any real property so conveyed, leased, licensed or the use of which has been granted. Owners Association must accept from Declarant any such conveyance, lease, grant of license or grant of use right. Owners Association shall not accept, from any person other than Declarant, a conveyance, lease, grant of license or grant of use right except upon the prior written approval of the Declarant.

(c) Prior to any conveyance, lease or grant of license or other use right by Declarant to Owners Association of any property, Declarant shall have the right to charge reasonable fees for the use of such property; thereafter the right to use such property may be subject to reasonable rents, fees and other charges in favor of the Owners Association; in any event, rents, fees and other charges required to be paid to Declarant under leases, grants, licenses or contracts creating use rights shall continue to be paid.

2.03 "Other Entities or Associations" Declarant shall have the right, and the power, but neither the duty nor the obligation, to record an instrument subjecting the additional lands as provided in Sections 2.01 to protective covenants, conditions, restrictions or provisions other than those provided for in this Declaration. Such provisions may or may not create property owners' associations, homeowners' associations, condominium associations or entities other than the Owners Association. Such other entities may or may not have the same, additional, or different rights, powers, duties or privileges with respect to such additional lands; provided, however, that any recorded instrument may subject such additional lands to the jurisdiction of the Owners Association, and may make the owners of such additional lands Members of the Owners Association under such terms and conditions as may be provided therein, which may be the same as or substantially different from the terms and conditions of membership as are provided herein.

2.04 "Enforcement"

(a) The Declarant shall have the right and the power to enforce the covenants, conditions, restrictions or provisions imposed by this Declaration by any proceeding at law or in equity against any person violating or attempting to violate any such provisions, to restrain any violation or attempted violation of such provisions, to require specific performance of such provisions, to recover damages for violations of such provisions, and against the land to enforce any lien created by this Declaration. Failure by Declarant or the Owners Association or any other person to enforce any of such provisions shall in no event be deemed a waiver of their right to do so thereafter.

(b) Declarant reserves unto itself the right, and the power, (i) to enforce the covenants, conditions, restrictions, and other provisions of this Declaration, and (ii) to delegate or assign, either exclusively or non-exclusively, any or all of its rights, duties, powers or privileges hereunder to the Owners Association or to an Association, or to an Owner or to any other persons.

2.05 "Neighborhood Covenants" Declarant shall have the right and the power to record an instrument subjecting any neighborhood to protective covenants, conditions, restrictions or provisions other than those provided for in this Declaration.

ARTICLE III

RESTRICTIONS

3.01 "Use" All plots shall be used only for such purposes as set forth in the Lely Country Club Planned Unit Development Ordinance, Collier County Ordinance 76-41, as Amended. Declarant reserves solely unto itself the right and the power to assign and re-assign various land uses to real property as approved by the PUD and inaugurate and implement variations from, modifications to, or amendments of the PUD, and any other governmental plan.

3.02 "Approval of Plans"

(a) New Construction. No building or structure of any kind shall be constructed or placed upon any Plot until the plans, including structural plans designed by a registered architect, pursuant to Collier County Ordinances, have been approved in writing by the Architectural Committee and the Board.

(b) Renovation or Replacement. Alterations affecting the external appearance of an existing residence must be approved in writing by the Architectural Committee prior to commencing work. [Repainting a residence with the same paint color(s) or repairing damage to a residence using the same or similar material does not require Architectural Committee approval.]

(c) Any modification to existing landscaping including Florida friendly landscaping that alters the overall landscaping design of the property must be approved in writing by the Architectural Committee prior to commencement of work. [This requirement does not apply to the replacement of an existing lawn, shrubs or trees.]

(d) The Association's "Architectural/Landscaping Approval Request" form shall be used for submitting requests to the Architectural Committee.

(e) Approval of an architectural or landscaping request will be based on the project's contribution to the overall appearance of the property or residence and the preservation of neighborhood character. Refusal of approval may be based upon any ground, including purely aesthetic grounds, and is subject to approval of the Board.

3.03 "Completion of Construction - Remedy" When the construction of any building is once begun, work thereon must be prosecuted diligently and completed within a reasonable time. If for any reason work is discontinued and there is no substantial progress toward completion for a continuous three month period then the Declarant shall have the right to notify the owner of record of the Plot of its intentions to correct an undesirable appearance; the reason for such correction shall be solely in the discretion of the Declarant and may include but not be limited to purely aesthetic grounds. The owner in fact of the Plot shall be liable for all costs incurred in such action and the total costs thereof will be a lien on this Plot, which lien may be foreclosed in the manner provided for foreclosure provided by law in the State of Florida.

3.04 "Utility Easements" Developer hereby dedicates an easement along all street rights of way, along the rear most 10 feet of each Plot, and along the outer five (5) feet of all side yards of all Plots for the installation and maintenance of drainage facilities and public utilities, including water lines, butane and propane fuel lines, sewer lines, electric lines, telephone lines, T.V. cable and other pipes, lines or distributors of utilities or services to be furnished to any Plot. All telephone, electric, water, sewer, fuel lines, and pipes or other distributors, must be underground from the Plot line to the use connection.

3.05 "Water Management Areas" No structure of any kind shall be constructed or erected, nor shall any Owner in any way change, alter, impede, revise or otherwise interfere with the flow and the volume of water in any portion of any water management area approved by South Florida Water Management District.

No Owner shall in any way deny or prevent ingress and egress to such water management areas for maintenance or landscaping purposes by Declarant or any one authorized by the South Florida Water Management District or any other appropriate governmental agency that may reasonably require any right of ingress and egress. Easements, therefore, are hereby specifically reserved. The Owners Association or an Association shall have the responsibility to maintain all water management areas required by the South Florida Water Management District.

3.06 "Maintenance at Off-Site Drainage" A portion of the drainage system for Lely Country Club Planned Unit Development is located on golf course property adjacent to the properties described on Exhibit "A" and owned by the Developer, which property is more particularly identified as follows:

Tracts A and B as shown on the Plat of Lely Country

Club, as described in Collier County Ordinance 76-41, and recorded in O.R. Book 663, Pages 281 through 330, of the Public Records of Collier County, Florida (Golf Course Property).

Developer, for itself and for its successors in ownership to the golf course property hereby covenants and agrees with the members that (i) if the surface water management system is not maintained in accordance with the Surface Water Management Permit issued by the South Florida Water Management District, and (ii) if the Developer and Collier County should each fail to correct such condition, the Owners Association, at its own expense, shall have the right to enter on the golf course property and to correct the nuisance or condition. The issue of whether the operation of the surface water management system is in compliance with the Permit shall be determined solely by the South Florida Water Management District.

3.07 "Subdivision and Regulation of Land"

(a) No Plot shall be divided or subdivided without the express written consent of Declarant, who may impose certain requirements on Owner to comply with the provisions of the PUD. Declarant shall assign the number of Dwelling Units for each Plot, and the number of Dwelling Units assigned to each Plot shall not be increased by any Owner and shall not be exceeded without the prior express written approval of Declarant, which approval may be denied at the sole discretion of Declarant.

(b) No covenant, condition, restriction or other provision of this Declaration shall be construed as in any manner limiting or preventing any Plot, and the improvements thereon, from being submitted to a plan of condominium ownership, and particularly a condominium shall not be construed as constituting a subdivision of any Plot.

(c) An Owner shall not initiate or implement any variation from, modification to, or amendment of the PUD or any other governmental plans, land development regulations, development orders or development permits applicable to Lely Estates, to the Properties, or to any Plot, without the prior written approval of Declarant, which approval may be denied at the sole discretion of Declarant.

3.08 "Landscaping"

(a) Plot landscape design, installation and maintenance, including the unpaved street right of way adjacent to the Plot, shall promote and preserve the appearance, character and value of the surrounding areas. Development of all Plots, other than single-family platted lots, shall include landscape planning and installation supervision by a Registered Florida Landscape Architect. Upon development of any Plot, underground

landscape irrigation systems which are designed to irrigate the entire landscape portion of the Plot shall be installed.

(b) "Xeriscaping" or "Florida Friendly landscaping" shall be permitted around the sides and rear of the property but normally no closer than 30 feet of the nearest sidewalk or street. Such landscaping shall adhere to the principles described in the latest edition of "A Guide to Florida Friendly Landscaping: Florida Yards and Neighborhood Handbook", and shall be well maintained.

3.09 "Garage Doors" Operable doors shall be provided for all garages. Garage doors shall be closed except when the garage is actively in use.

3.10 "Driveways" Driveways and off-street parking areas shall be paved or gravel surfaced. All driveway and off-street parking area surfaces must be approved by the Architectural Committee prior to installation or alteration. Color and surface composition/content must be pre-approved.

3.11 "Antennas" No antenna, dish or other similar electronic or communication device that is visible from the street or adjoining property is permitted unless approved in writing by the Architectural Committee.

3.12 "Mailbox/Light Post Assembly"

(a) The Association's required mailbox/light post assembly shall be set by the Board.

(b) Each single family dwelling unit shall be equipped with the approved mailbox/light post assembly that is operable and aesthetically maintained.

(c) The light fixture shall be illuminated from dusk to dawn.

3.13 "Enclosures"

(a) Plans for any enclosure must be approved by the Architectural Committee prior to commencement of work.

(b) Homeowners may construct one or more Enclosures to mask permanent and temporary items from visibility from both the street and adjacent property.

(c) Enclosures shall be no more than six feet high and shall be comprised of vegetation or of material approved by the Architectural Committee.

3.14 "Fences" No fence may be placed on any part of a lot without approval of the Architectural Committee and the Board.

3.15 "Other Structures"

(a) No structure of any kind of what is commonly known as a factory built, modular, of mobile home type construction shall be permitted.

(b) No structure of a temporary character, such as a trailer, tent, shack, barn or other outbuilding shall be used on any Plot at any time as a residence, either temporarily or permanently.

3.16 "Outside Storage" No outside storage of any kind of any kind (e.g., construction materials, home maintenance equipment, generators, bicycles, kayaks) is permitted except within an Enclosure approved by the Architectural Committee.

3.17 "Shutters"

(a) Storm shutters for long-term protection or security of a home must be approved by the Architectural Committee prior to installation.

- 1) Storm shutters permanently affixed to a home (e.g., roll-down, accordion, and Bahama or colonial louvered shutters) must match or compliment the house color.
- 2) Removable storm panels for long-term use must be made of transparent or painted metal material that matches or compliments the house color. [Transparent panels are preferred for windows and entrances facing the street.]

(b) Shutters approved for long-term use may remain in a shuttered position as needed for storm protection and while the home is unoccupied for a period that shall not exceed nine (9) consecutive months. Shutters must be otherwise open or removed.

(c) Short-term Shuttering of a residence for protection against an impending "named" storm with materials other than those approved for long-term protection and security may begin 5 days prior to a "named" event and must be removed within 10 days following the event. Any material that offers protection against storm damage may be used for short-term shuttering including plywood, metal and fabric.

(d) The Board may fine a homeowner for failing to remove short-term shuttering materials as required under "c" above.

3.18 "Trash and Garbage"

(a) Homeowners shall comply with Collier County trash collection services requirements for trash, recyclables, yard trimmings and bulk items. [Curb-side placement of solid waste containers and other waste designated for collection shall comply with Collier County trash collection requirements; nothing may be placed curb side before 6PM on the evening prior to the day of pick-up and empty containers must be removed from the curb side by 6PM on the day of pick-up.]

(b) All residential waste containers must be stored within the dwelling structure or in an Enclosure approved by the Architectural Committee.

(c) No refuse or unsightly objects shall be permitted to accumulate on or adjacent to a Plot.

(d) All yard and other horticultural trimmings shall be either removed from the plot on the day they are accumulated or contained and stored in an area where they are not visible from the street until the designated day for yard waste collection.

(e) No burning of any type of waste is permitted.

3.19 "Signs"

(a) Residential property For Sale, For Rent or For Lease Signs.

1) Size: Signs shall be no larger than two (2) feet by two (2) feet and may be placed on a supporting structure that is no taller than four (4) feet. The sign structure may also have an attached property information brochure holder. All information must be placed on a single supporting structure; a free-standing brochure holder in the absence of another sign structure is allowed.

2) Placement: One sign may be placed on the street-front side of the residence, set back a minimum of twenty (20) feet from the curb. Residences with a back side facing a golf course may place a second sign of the same dimensions facing the golf course.

(b) Vehicle (car, truck, boat, trailer, etc.) For Sale Signs

1) Only one (1) vehicle may be advertised at any one time on residential property.

2) One (1) sign, not larger than one (1) foot by two (2) feet is permitted and may be placed in or on the vehicle.

3) Vehicles must be placed on the approved residential driveway only.

4) Trucks and boats must conform to duration of time permitted outside the residence.

(c) Vendor (roofing, painting, landscaping, etc) company signs.

1) Only one (1) vendor sign is permitted at any one time while service work is being performed, but no longer than fourteen (14) days.

2) Any sign must be no larger than two (2) feet by two (2) feet and may be placed on a supporting structure no taller than four (4) feet.

(d) Garage Sales signs.

1) Only one (1) "Garage Sale" sign (or similar wording), not larger than two (2) feet by two (2) feet may be displayed on residential property.

2) The sign may be displayed between 6 AM and 6 PM on days the sale is conducted. The duration of any one sale shall be no longer than 3 consecutive days and there shall be only one sale per residence per calendar month.

- (e) Open House signs.
 - 1) Only one (1) "Open House" sign (or similar wording) not larger than two (2) feet by two (2) feet is permitted on residential property at any time.
 - 2) The sign may be displayed from 10 AM to 5 PM [per Collier County ordinance].
- (f) Security Signs.
 - 1) Two security signs, one in the front and one in the back, may be placed within ten (10) feet of a residence [per Florida State Law].
- (g) Political Signs.
 - 1) Non-Mechanical Political signs may be displayed no sooner than 13 days prior to and on Election Day.
 - 2) Each sign must be removed no later than 24 hours after Election Day.
 - 3) No more than one sign per candidate or issue on the local ballot, not larger than two (2) feet by two (2) feet or higher than three (3) feet is permitted on any residential property at any time.
 - 4) No political signs of any kind are allowed on Association common property.
- (h) Other Signs. All other signs are subject to approval by the Association.

3.20 "Vehicles and Parking"

- (a) No commercial truck, van or other commercial vehicle of any kind shall be permitted to be parked ungaraged unless such vehicle is necessary in the actual estimating, construction or repair of a structure or for ground maintenance.
- (b) One standard personal pickup truck shall be allowed per residence, so long as it has only four (4) wheels, no lettering, no signs, no visible tool boxes, and no objects in the bed of the truck that are visible from the street. The pickup truck may have a bed cover that does not exceed the height of the cab. Governing documents of "sub-associations" within LCCPOA regarding pickup trucks shall apply if more restrictive.
- (c) No boat, boat trailer, or any other trailer, camper, or any other type of recreational vehicle shall be permitted to be parked at a residence for more than four (4) hours.
- (d) A vehicle that is inoperable or in a disabled condition must be removed from outside a residence within 24 hours.
- (e) No vehicle shall be used as a domicile or residence, either temporarily or permanently.
- (f) No vehicle shall be left outside a residence in a covered condition.
- (g) Vehicles shall be parked on a driveway surface when not garaged.
- (h) Overnight parking of vehicles along the curb of any street is prohibited.

- (i) Parking across a sidewalk as to block pedestrian traffic is prohibited.

3.21 "Pets"

(a) No animals of any kind shall be kept on a Plot or within a building on a Plot except for dogs, cats, birds of a customary household pet variety provided that no pet may be kept, bred or maintained for commercial purposes.

(b) The fouling of sidewalks, pathways, medians, homeowner's yards, or any area of the common element by pets is prohibited. Pet owners are responsible for "picking up" after their pets. [Dog and cat owners should be aware of and comply with Collier County Laws regarding confinement of such animals to the owner's yard or placed on a leash when being walked.]

(c) Uncontrolled barking or other animal noises are in violation of 3.09 of these restrictions and regarded as "Offensive Activity". No livestock, or poultry or other animals of any kind, shall be kept, raised or bred on any part of the above described property.

3.22 "Offensive Activity" No noxious or offensive activity shall be carried on a Plot or upon any part, portion or tract thereof, nor shall anything be done thereon which may be or become a nuisance or an annoyance.

3.23 "Maintenance in Keeping"

- a. Failure to maintain a residence, landscaping or a vacant plot in a satisfactory condition shall be considered a detriment to the neighborhood and the Association may take appropriate action to place the property in compliance and shall charge the lot owner (property owner) for all costs incurred. [Homeowners are expected to maintain their property in a manner in keeping with the general appearance and condition of the neighborhood as may or may not be defined in Lely Property Owners Association covenants or policies.]
- b. Costs incurred by the Association to maintain an owners property may become a lien against the owner's plot.

3.24 "Owner and Member Compliance"

(a) The protective covenants, conditions, restrictions and other provisions of this Declaration shall apply to Owners, Members and Persons to whom a Member has delegated his right of use in and to the Owners Association Common Area, and to any other Person occupying an Owner's Plot under lease from the Owner or by permission or invitation of the Owner or his tenants, expressed or implied, licensees, invitees or guests.

(b) The Owner shall be responsible for any and all violations of these provisions by his tenants, delegates, licensees, invitees or guests, and by guests, licensees and invitees of his tenants at any time.

(c) The directors may, pursuant to F.S. 720.305, levy reasonable fines against an Owner, not to exceed the maximum permissible by law, for failure to comply with the provision of the Board policies and the governing documents (Declaration and Protective Covenants, By-Laws), by owners, occupants, licensees, tenants, and invitees. A fine may be imposed for each day of continuing violation at the highest rate allowed by law per violation with a single notice and opportunity for hearing. Any payment received shall be applied first to any accrued interest, then to any administrative late fee, then to any costs and reasonable attorney's fees incurred in collection, and lastly to the delinquent fine.

(d) A fine for a violation may not be imposed without:

1) Written notice sent to the Owner notifying him/her that they have 14 business days from the date of certified notice in which to request a Hearing.

2) Such requested Hearing shall be before a Hearing Committee called for that purpose. An Owner and/or his/her representative shall have the right to speak on his/her behalf and bring witnesses and/or an advocate with power of attorney who also may speak on behalf of the Owner.

3) Failure to appear at a Hearing shall have no bearing on the disposition of the case.

(e) The case against an Owner shall be judged by the Hearing Committee which shall render a final decision.

(f) Should the violator fail to pay the fine by the due date, an action to recover the fine, plus any applicable attorney's fees and filing costs, may be pursued.

(g) The requirements of this subsection for due process do not apply to the imposition of suspensions or fines upon any Member because of the failure to pay dues or assessments when due which may be levied or imposed without a hearing.

ARTICLE IV

PROPERTY RIGHTS AND FOUNDATION COMMON AREA

4.01 "Members Rights and Easements"

(a) Every Member shall have a right and easement of enjoyment and use in and to the Owners Association Common Area, which right and easement shall be appurtenant to and shall pass with the title to every Plot, subject to: (i) the right of the

Owners Association to charge reasonable admission and other fees for the use of any Owners Association Common Area; (ii) the right of the Owners Association to suspend a Member's right to vote, and a Member's right to the use of Owners Association Common Area, for any period during which any assessment against the Member's Plot or any obligation of the Member to the Owners Association remains unpaid, and for a reasonable period during or after any infraction of the Owners Association's rules and regulations; (iii) the right of the Owners Association to dedicate or transfer all or any part of the Owners Association Common Area to any governmental agency, public authority, or utility; (iv) the right of the Owners Association to borrow money for the purpose of improving the Owners Association Common Area and in aid thereof to mortgage Owners Association Common Area; (v) the right to take such steps as are reasonably necessary to protect Owners Association Common Area against foreclosure; and (vi) the provisions of this Declaration, or any other applicable recorded instrument, the Articles of Incorporation and By-Laws of the Owners Association; and any rules and regulations governing use and enjoyment of the Owners Association Common Area adopted by the Owners Association.

4.02 "Delegation of Right"

(a) A Member may delegate his right of use in and to the Owners Association Common Area to the members of his family, to business and residential tenants who reside or work in or on the Member's Plot and to the Member's guests, but only to the extent and subject to conditions, limitations and restrictions as may be provided for in the By-Laws and in accordance with the Owners Association's rules and regulations.

(b) Each Member shall be responsible for the actions of any Person to whom the Member has delegated his right to use the Owners Association Common Area. Any unpaid charge against such Person shall be charged against such Member personally and be assessed against such Member's Plot. Any infraction of the Owners Association's rules and regulations by such Person shall be deemed to be an infraction by such Member.

4.03 "Conveyance and Use"

(a) Any real property conveyed, leased, or the use of which has been granted by Declarant or any third party to the Owners Association as Owners Association Common Area is not and shall not be deemed dedicated for use by the general public but is, and shall be, deemed restricted for the common use and enjoyment of Members.

(b) Declarant may convey property to the Owners Association in either an improved or an unimproved condition, with or without any specific restrictions on its use, and Owners Association must accept such property. The Owners Association shall not accept the conveyance of real property from any third party, in either an improved or unimproved condition, without the prior written consent of Declarant, so long as Declarant owns any land in LELY ESTATES.

4.04 "Owners Association's Rights and Powers"

(a) Subject to the provisions of this Declaration of any other applicable recorded instrument and the Owners Association's Articles and By-Laws, the Owners Association shall have the right, and the power to develop, promulgate and enforce rules and regulations for the use and enjoyment of Owners Association Common Area.

(b) No Owners Association Common Area shall be used in violation of any rule or regulation or other requirement of the Owners Association established pursuant to the provisions of this Declaration or the By-Laws.

4.05 "Declarant's Rights and Powers"

(a) Declarant shall have the right, and the power, to regulate and control the external design and appearance of Owners Association Common Area in such a manner as (i) to promote a quality environment which will preserve the value of the Member's Plots; and, (ii) to foster the attractiveness and functional utility of Lely Estates as a place to live, work and play, including a harmonious relationship among structures, vegetation and topography.

(b) The Owners Association Common Area shall be subject to the provisions of Article III. The uses of the Owners Association Common Area shall be in conformity with the uses permitted in Article III. The provisions of Article III shall not be applicable to any property owned by Declarant prior to its conveyance to the Owners Association.

(c) No nuisance or obnoxious or offensive activity shall be conducted or permitted on any Owner Association Common Area. The Declarant shall have the right and the power in the exercise of its reasonable discretion to determine what activities or uses constitute nuisances or obnoxious or offensive activity. Nothing shall be done within the Owners Association Common Area which may be or become a nuisance to residents or Members.

(d) Any use of Owners Association Common Area shall be subject to the prior written approval of Declarant so long as Declarant owns any land in LELY ESTATES.

4.06 "Maintenance" The Owners Association shall be responsible for the maintenance and control of Owners Association Common Area and shall keep the same in good, safe, clean, attractive and sanitary condition, order and repair at all times.

ARTICLE V

MEMBERSHIP AND VOTING RIGHTS

5.01 "Members"

(a) Every Owner and the Declarant, so long [sic, as] it owns any of the lands within the Lely Country Club Planned Unit Development, shall be Members of the Owners Association. Membership shall be appurtenant to and may not be separated from ownership of a Plot which is subject to assessment by the Owners Association.

(b) Members' rights, powers, duties and privileges are set forth in the Articles of Incorporation and By-Laws of the Owners Association.

5.02 "Voting Rights" Every Member in the Owners Association shall have one (1) vote for each Plot owned by it and the Declarant shall have one (1) vote for each Plot owned by it.

ARTICLE VI

ASSESSMENTS

6.01 "Creation of the Lien and Personal Obligation"

(a) Each Owner, by acceptance of a deed for a Plot, whether or not it shall be so expressed in such deed, shall be covenanting and agreeing to pay to the Owners Association: (i) an initial capital assessment to have been paid by the time of closing of the first conveyance of a Plot from the Declarant to an Owner; (ii) annual assessments; (iii) special assessments for capital improvements.

(b) The Owners Association shall have the power to make and collect assessments against members to defray the costs, expenses, and maintenance of the Property owned, leased or maintained by the Owners Association. The Board of Directors of the Owners Association shall have the authority to consider current maintenance costs and needs of the Owners Association in order to fix the annual assessments for such costs to be paid by the Members of the Owners Association and the Board of Directors shall take into consideration the assessed value of each Plot when apportioning assessments to the various Plots.

(c) The initial, annual and special assessments, together with interest, late fees as provided by Florida Statute, and costs of collection, including reasonable attorneys' fees, which include those resulting from any appellate proceedings, shall be a continuing lien upon the Plot against which such assessment is made. Any payment received shall be applied first to any accrued interest, then to any administrative late fee, then to any fines, then to any costs and reasonable attorney's fees incurred in collection, and lastly to the delinquent assessment.

(d) Each assessment, together with interest, late fees as provided by Florida Statute, and costs of collection, including reasonable attorneys' fees, which includes those resulting from appellate proceedings, shall also be the personal obligation of the Person who was the Owner of the Plot at the time such assessment fell due, and any due and unpaid assessments shall also be the personal obligation of each Person who becomes an Owner of the Plot.

Each Owner, by acceptance of a deed for a Plot, is personally covenanting and agreeing to pay any such obligation falling due prior to or during the time of his ownership and such personal obligation shall survive any conveyance.

(e) In the event that a Plot has been submitted to a plan of condominium ownership or to an association, or to another such entity, then the Neighborhood Association thereof shall have the duty and responsibility for collecting and timely remitting to the Owners Association any and all Owners Association assessments and other charges; provided, however, that the Owners Association may, in its sole discretion, elect to collect dues and unpaid Owners Association assessments and other charges directly from any Owner personally and may impose a lien against such Owner's Plot for the payment of such assessments and charges which are due and payable.

(f) The purpose, amount, rate, exemption from, and non-payment of initial, annual and special assessments, and the establishment of annual budgets shall be as set forth in the Owners Association's By-Laws.

(g) A Plot shall not be subject to assessment for so long as it is Owners Association Common Area, or it is Neighborhood Common Area, or it is owned by a governmental agency and used solely for a public purpose.

(h) "Dues" Each Member shall pay such annual dues as the Members shall determine at their annual meeting. Dues shall be a continuing lien against the Plot of any owner and the dues shall be the personal obligation of the person who was the Owner of the Plot at the time the person became an Owner and any dues and unpaid dues shall also be the personal obligation of each person who becomes an Owner of the Plot. Each Owner, by acceptance of a Deed for a Plot, is personally covenanting and agreeing to pay annual dues which fall due prior to or during the term of his ownership and such personal obligation shall survive any conveyance of any Plot.

6.02 "Declarant's Duties and Obligations"

(a) For any assessment year, the Declarant may elect to pay: (i) the portion of the actual expenses, less any provision for reserves, that does not exceed budgeted amounts and which were properly incurred by the Owners Association during that year, which is greater than the sums received by the Owners Association from the payment of assessments for that year by Owners other than Declarant; or (ii) such amount as it would otherwise be obligated to pay based on the Plots owned by it within the Property. Declarant shall make said election each year at such time and in such manner as shall be provided in the Owners Association By-Laws.

(b) Except as specifically provided in this Section 6.02 and in the Owners Association By-Laws, the assessment and lien provisions of this Article VI shall not apply to any Plot owned by Declarant. The assessment and lien provisions of this Article VI shall apply to a Plot of which the Declarant is the Owner only after the occurrence of any one of the following events: (i) Declarant has conveyed the Plot to another Owner; or (ii) a permanent structure is constructed and completed on the Plot and it is occupied and used for an activity which requires the issuance of a Certificate of Occupancy or the equivalent approval by an appropriate governmental agency; or (iii) Declarant executes and records a written instrument subjecting the Plot to the assessment and lien provisions of this Article VI.

(c) Declarant's duties and obligations as set forth therein shall be further subject to the conditions, restrictions and other limitations and any procedures for billing and payment as set forth in the Owners Association's By-Laws.

6.03 "Lien"

(a) If any Owner fails to pay any assessment or make any other payment herein required to be paid to the Owners Association within thirty (30) days after written request by the Owners Association, then the Owners Association is hereby granted a lien on such Owner's Plot, which lien shall secure the payment when due and all sums coming due thereafter up to the date of the satisfaction or other discharge of the claim of lien hereinafter mentioned, together with interest at the highest permitted legal rate under the laws of the State of Florida from date of delinquency, and all costs of collection, including reasonable attorneys' fees, which includes those resulting from appellate proceedings which may be incurred by the Owners Association in enforcing this lien and the costs of performing any other work required to enforce compliance with this Article VI.

(b) The lien herein granted shall be effective from and after the date of recording of a Claim of Lien in the Public Records of Collier County, Florida, which Claim of Lien shall state the description of the property encumbered thereby, the name of the Owner, the amount then due and the date when due and the lien shall continue in effect until all sums secured by said lien, as herein provided, shall have been fully paid, and the lien satisfied or discharged.

(c) The Owners Association may bring an action at law against an Owner to pay his personal obligations to the Owners Association, or it may foreclose the lien against his Plot. An Owner against whom any such proceeding is successfully brought shall pay all costs of collection, including reasonable attorneys' fees, which includes those resulting from appellate proceedings.

(d) No Owner may waive or otherwise escape liability for the payments provided for herein by non-use or abandonment of his Plot.

6.04 "Subordination of the Lien" The lien herein created is specifically declared to be subordinate and inferior to the lien and operation of any first mortgage encumbering

the Plot in question given by the Owner to an institutional mortgagee. For the purpose of this Section 6.04, an institutional mortgagee shall be a bank, savings and loan association, insurance company, union pension fund or any agency of the United States government, or any Person given a mortgage insured by the Federal Housing Administration, the Veterans Administration, Federal National Mortgage Association, or any branch or agency of the United States government or the government of the State of Florida, and, furthermore, the term "institutional mortgagee" shall be deemed to include any mortgagee that Declarant shall declare by instrument in writing and placed of record among the Public Records of Collier County, Florida, to be an institutional mortgagee.

ARTICLE VII

NEIGHBORHOOD ASSOCIATIONS

7.01 "Individual Property"

(a) In the event that any Neighborhood Association, which has been granted a right of enforcement by Declarant, does not enforce any or all provisions of its Neighborhood Covenants, or perform any of its duties and responsibilities pursuant to its Articles of Incorporation, By-Laws or rules and regulations, Declarant may, in its sole discretion, enforce such Neighborhood Covenants, and perform such duties and responsibilities, including any and all maintenance provisions, and obtain the payment of the cost of such enforcement and maintenance pursuant to the provisions of Article VI.

7.02 "Entry Rights"

(a) Each Neighborhood Association and each Owner shall permit Declarant or any agent or employee to enter upon Neighborhood Common Area and upon the Owner's Plot at reasonable times, to carry out the provisions of this Article and the same shall not constitute a trespass.

(b) Such entry shall include, but not be limited to, the right to use of the Neighborhood Association's or Owner's water, from an outside spigot in reasonable amounts, without compensation to the Neighborhood Association or the Owner if used for maintenance on the Owners Association Common Area or on the Owner's Plot, as the case may be. This provision shall not be construed as authorizing the entry into any structure located on any Plot.

7.03 "Neighborhood Common Area" The Owners Association may contract with any Neighborhood Association to provide for the operation and maintenance of its Neighborhood Common Area.

7.04 "Neighborhood Covenants" Declarant reserves the right, and the power, without the consent of any Person being required:

(a) To amend the specific provisions of this Declaration insofar as they apply to one or more Neighborhoods without amending those provisions with respect to all Neighborhoods, and

(b) To supplement this Declaration by recording separate covenants, conditions, restrictions and other provisions applying to any specific Neighborhood.

ARTICLE VIII

PROTECTIVE COVENANTS RUNNING WITH THE LAND

8.01 The covenants, restrictions, and other provisions of this Declaration and General Protective Covenants shall run with and bind the properties described on Exhibit "A" and shall inure to the benefit of the Declarant or any Owner subject to this Declarant, their respective heirs, successors and assigns until May 1, 2010, at which time said covenants and restrictions shall automatically be extended for successive periods of 10 years, unless by vote of two-thirds of the Members should change said covenants in whole or in part.

8.02 "Modifications" Reasonable modifications may be made from time to time by a majority vote of the Members, provided, however, as long as Declarant owns any Plots its consent shall be required to modify these Covenants.

8.03 "Non-Liability of Declarant" The Declarant shall not in any way or manner be held liable or responsible for any violation of these Covenants, conditions, restrictions or other provisions by any person other than itself.

8.04 "Amendment of Declaration" In addition to any other right of amendment or modification provided for in this Declaration, in which case those provisions shall apply, Declarant, may, in its sole discretion, by an instrument filed of record, modify, enlarge, amend, waive or add to the covenants, conditions, restrictions, and other provisions of this Declaration so long as the same do not substantially impair the Lely Country Club Planned Unit Development Ordinance, Collier County Ordinance 76-41.

8.05 "Other Documents" Declarant, or any other entity provided for herein, or in any applicable recorded instrument, shall have such rights, powers, duties, and privileges as set forth herein or in the Articles of Incorporation, By-Laws, and other constituent documents of such entity; however, no such entity shall have rights, duties, power or privileges that are in conflict with the provisions of this Declaration which shall prevail in all events of conflict.

8.06 "Severability" If any covenant, condition, restriction or other provision of this Declaration is held to be invalid in whole or in part by any court of competent jurisdiction, then such holdings shall in no way effect the validity of the remaining provisions of this Declaration, all of which shall remain in full force and effect.

8.07 "Dissolution" In the event of dissolution of the Owners Association, in accordance with the terms of its Articles of Incorporation, each Member shall continue to be subject to the annual assessments specified in Article VI and such member shall continue to be personally obligated to Declarant or the successor or assigns of the Owners Association as the case may be for such assessment to the extent that such assessments are required to enable Declarant, or any successors or assigns acquiring any real property previously owned by the Owners Association to properly maintain, operate and preserve it.

8.08 "Gender" Whenever in this Declaration the contents so requires, the singular number shall include the plural, and the converse, and the use of any gender shall be deemed to include all genders.

8.09 "Notices"

(a) To Declarant - Notice to Declarant as may be required herein shall be in writing and delivered or mailed to Declarant at its principal place of business as shown in the records of the Secretary of State, State of Florida, or at any other location designated by Declarant.

(b) To Owners Association - Notice to Owners Association as may be required herein or by the By-Laws of the Owners Association shall be in writing and delivered or mailed to the Owners Association at its principal place of business as shown by the records of the Secretary of State, State of Florida, or at any other location designated by the Owners Association.

(c) To Owner - Notice to Owner of a violation of any of these restrictions, or any other notices which may be required hereunder shall be in writing and mailed or delivered to the Owner at the address shown on the tax rolls of Collier County, Florida, or, if not shown thereon, to the address of the Owner as shown on the Deed recorded in the Public Records of Collier County, Florida.

8.10 "Construction" The provisions of this Declaration shall be liberally interpreted and construed to provide maximum flexibility consistent with the general development plan and the purposes set forth herein, including the preamble.

IN WITNESS WHEREOF, LELY ESTATES, INC. has caused this Declaration of Protective Covenants to be signed by its President and its corporate seal affixed hereto this 26th day of March, 1985.

Witnesses:

/s/ _____

/s/ _____

LELY ESTATES, INC., a Texas corporation authorized to do business in the State of Florida

By /s/ Richard L. Klaas
Richard L. Klaas, President
(SEAL)

EXHIBIT A

See Collier County Records for
full description of property covered by the
DECLARATION & GENERAL PROTECTIVE COVENANTS

OR BOOK 001127
Pages 00798 through 00803

Exhibits. There are hereby incorporated within this Declaration any materials contained in the exhibits hereto which under Florida Statutes are required to be a part of this declaration.

IN WITNESS THEREOF, the Association has caused these presents to be executed in its name and its corporate seal to be affixed by its proper officers on the day and year first above written.

Signed, sealed and delivered

LELY COUNTRY CLUB PROPERTY OWNERS ASSOCIATION, INC.

In the presence of -

By: _____
President

(As to both)

Attest:

STATE OF FLORIDA
COUNTY OF COLLIER

The forgoing Declaration was acknowledged before me

This _____ day of _____, 2014, by William Douglass, President of the Lely Country Club Property Owners Association, a Florida corporation.

(seal)