

110

DECLARATION OF RESTRICTIONS AND COVENANTS

FOR

MUIRFIELD

29.10 + 4.00

THIS DECLARATION, made this 25th day of July, 1987,
by LELY DEVELOPMENT CORPORATION, a Texas corporation authorized
to do business in the State of Florida,

WITNESSETH:

WHEREAS, LELY DEVELOPMENT CORPORATION, a Texas corporation
authorized to do business in the State of Florida, the record
owner of the real property hereinafter described and referred to
as the Neighborhood, has imposed on the Neighborhood and other
properties in the Lely Country Club Planned Unit Development,
Collier County Ordinance 76-41, as Amended, the Declaration and
General Protective Covenants which are recorded in Official
Records Book 1127, Page 782 through 803 of the Public Records of
Collier County, Florida; and

WHEREAS, said Declaration and General Protective Covenants
provide that LELY DEVELOPMENT CORPORATION may supplement the
Declaration and General Protective Covenants for any Neighborhood
(as Neighborhood is therein defined); and

WHEREAS, LELY DEVELOPMENT CORPORATION has determined that in
order to cause a quality development within the Neighborhood
known as Muirfield Woods Addition, supplemental restrictions and
covenants should be imposed on the Neighborhood for the preserva-
tion of the property values of the owners therein,

NOW, THEREFORE, LELY DEVELOPMENT CORPORATION declares that
the Neighborhood as described in Article I of this Declaration
shall be held, transferred, sold, conveyed and occupied subject
to the Declaration and General Protective Covenants and the
supplemental restrictions, covenants, servitudes, impositions,
easements, charges and liens hereinafter set forth.

The real property subject to the Declaration and General
Protective Covenants is described on Exhibit "A" attached hereto
and made a part hereof.

ARTICLE I - DEFINITIONS

1. Neighborhood shall mean and refer to the real property
described on Exhibit A.
2. Declarant shall mean and refer to LELY DEVELOPMENT
CORPORATION, a Texas corporation authorized to do business in the
State of Florida and formerly known as Lely Estates, Inc.
3. Owner and Member shall mean and refer to any person or
persons, entity or entities, who are the record owner or owners

LELY PLAZA
NAPLES, FL. 33962

AW OFFICES
GA. BROWN,
& MARTIN, P. A.
2550 AIRPORT ROAD SOUTH
NAPLES, FLORIDA 33962-4899
(813) 774-3333

of any fee interest in the Neighborhood, their heirs, successors, legal representatives or assigns.

4. Plat shall mean and refer to the plan of the Neighborhood.

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

6. Owners Association shall mean and refer to the Lely Country Club Property Owners Association, Inc., a Florida corporation not for profit.

7. Association shall mean and refer to the Neighborhood association.

8. General covenants shall mean and refer to the Declaration and General Covenants as recorded in Official Records Book 1127, Pages 782 through 803, inclusive, of the Public Records of Collier County, Florida.

9. Subdivision shall mean and refer to all of the lots on the Plat.

ARTICLE II - RESTRICTIONS

All lots within the subdivision may only be used for single family residential purposes, which may include single family homes 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 schemes, driveway and other paved areas, landscape and landscape irrigation plans have been submitted to and approved in writing by the Association, and the Association reserves the right to reject for any reason, including aesthetic reasons. Each single family residence shall have a minimum of 1800 sq. ft. of living area, exclusive of garages and open or screened porches, and shall incorporate an enclosed automobile garage for a minimum of two automobiles 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 such lot, then in that case the Association may permit a house of a smaller size, such smaller size to be within the discretion of the Association. No built-up roofs or metal roofs are permitted on residences or garages. All roofs shall be tile and all roofing material must be approved prior to installation. All roofs must have a roof pitch of not less than 5/12, that is, 5 inches of vertical height for every 12 inches of horizontal distance from the outer edge of the roof to the center line or peak.

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. The owner, upon building, shall install underground landscape irrigation systems which are designed to irrigate the entire landscape portion of the lot and the landscaped edge of the 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

LAW OFFICES

VEGA, BROWN,

LEY & MARTIN, P.A.

AIRPORT ROAD SOUTH

APLES, FLORIDA 33962-4899

(813) 774-3333

LELY3

owner for the cost of the work. The Association is granted an easement to enter on any lot for the purpose of enforcing this portion of the Protective Covenants. ~~Vacant lots shall be maintained by the Association from the date of closing until a building permit is obtained for such lot, and the Association shall assess a reasonable fee for such service which fee shall be a lien against the lot until paid.~~

BUILDING SETBACK LINES

No building shall be erected within the following building setback lines:

1. Front yard - 25 feet.
2. Rear yard - 25 feet except when a screen enclosed pool area is built by an owner, in which case the screen enclosure may extend to within 10 feet of the rear lot line.
3. Side site line - 1 story, 10 feet; 2 story, 15 feet.

CONSTRUCTION COMPLETION

When the physical construction of any building is started, such construction shall be prosecuted diligently and completed within a reasonable time. If for any reason a building is not completed within 180 days from the issuance of the county building permit, or if the 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 Association is given an easement on any lot for the purposes of carrying out this provision of the Protective Covenants. The owner shall be liable for all costs incurred in such action and the total cost thereof will be a lien on any lot, which lien may be enforced in the manner provided for by law. The provisions of this section shall be subordinate to any construction mortgage placed on any lot for the construction of a dwelling unit of the lot.

POST LANTERNS, MAIL BOXES, NAME AND ADDRESS PLATES

Single family residents shall only include an Association approved gas or electric post lantern at the street property line. Address plates, resident's 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.

MOTOR VEHICLES AND BOATS

No property owner or resident shall park or permit to be parked anywhere within the confines of the subdivision any vehicle used for commercial purposes, any swamp buggy, stockcar, trucks, or other vehicle not normally used for highway travel, or any boat, trailer or recreational vehicle except when such vehicles are parked within an enclosed garage or within a screened area where it is not visible from a street or an adjoining lot.

Parking at individual residences, other than an enclosed garage, shall be ~~limited to guests of residents and authorized service vehicles, owner's vehicles shall be garaged.~~ Operable doors shall be provided for all garages and garage doors shall be closed except when vehicles are entering or exiting.

ANIMALS

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

OUTSIDE ANTENNAS

No television or other antenna which is visible from the street or adjoining lot is permitted unless specific approval is granted in writing by the Association.

OUTSIDE STORAGE

No outside storage or outbuilding of any kind will be permitted. No structure of a temporary character, such as a trailer, tent, shack, barn or other outbuilding shall be used on any lot at any time as a residence, either temporarily or permanently.

TRASH AND GARBAGE

Garbage containers shall either be stored within the dwelling structure or in a screened enclosure approved by the Association. 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. All horticultural trimmings shall either be removed from the lot on the day they are accumulated or stored for removal in a screened enclosure.

DRIVEWAYS

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

CLOTHES DRYING

Clotheslines or drying yards shall be so located as not to be visible from the street or an adjoining lot.

UTILITY EASEMENT

Developer hereby dedicates an easement along all street rights-of-way, along the rear 10 feet of each lot and along the outer 5 feet of all side yards (where more than one lot is used as a building site or where parts of one or more lots are used as a building site, the outside boundaries of said building site shall carry said side yard easement), for the installation and maintenance of drainage facilities and public utilities, including water 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 the lots within the subdivision. All services to dwellings must be underground.

LOT GRADE

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

VEGETATION

No fence shall be constructed without the written consent of the Association.

WATER MANAGEMENT AREAS

No structure of any kind shall be constructed or erected, nor shall any Members and Owners 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.

A. No Member shall in any way deny or prevent ingress and egress to any easement dedicated on the plat.

B. The Owners Association or any Association shall have the responsibility to maintain all water management areas required by the South Florida Water Management District.

ARTICLE III - GENERAL PROVISIONS

1. CONFLICT. In the event of any conflict among the provisions of the General Covenants and the provisions of this Declaration, the declarant reserves the right and the power to resolve any such conflict and its decision shall be final.

2. AMENDMENT. The declarant may in its sole discretion modify, amend, waive or add to this Declaration or any part thereof. Declarant reserves unto itself the right, and the power to (1) to enforce the Covenants, Conditions, Restrictions, and other provisions of this Declaration, and (2) to delegate or assign, either exclusively or non-exclusively, any or all of its rights, powers, duties, or privileges hereunder to a Neighborhood Association.

3. DECLARATION RUNS WITH THE LAND. The covenants, conditions and restrictions and other provisions under this Declaration shall run with the land described on Exhibit 1 and binding property within the Neighborhood and shall inure to the benefit of and may be enforceable by the declarant for a term of 30 years from the date this Declaration is recorded, after which time these provisions shall automatically be extended for successive periods of 10 years. Any time after the initial 30 year period provided for in this section, these provisions may be terminated or modified in whole or in part by the recordation of a written instrument executed by the then owners of two-thirds of the lots in the subdivision agreeing to the termination or modification.

IN WITNESS WHEREOF, LELY DEVELOPMENT CORPORATION, a Texas corporation authorized to do business in Florida, does hereby execute this Declaration of Restrictions and Protective Covenants

LAW OFFICES

G.A. BROWN,

Y & MARTIN, P.A.

PORT ROAD SOUTH

PLES, FLORIDA 33962-4899

(813) 774-3333

LELY3

in its name by its undersigned President authorized to affix the corporate seal hereto this 25 day of July, 1987, at Naples, Florida.

Witnesses:

John M. Carthy
David L. Murren

LELY DEVELOPMENT CORPORATION
a Texas corporation authorized
to do business in Florida

BY [Signature]
Richard L. Klaas, President
(CORPORATE SEAL)

STATE OF FLORIDA
COUNTY OF COLLIER

The foregoing instrument was acknowledged before me this 25 day of July, 1987, by RICHARD L. KLAAS, President of LELY DEVELOPMENT CORPORATION, on behalf of the corporation.

My commission expires:

NOTARY
MY COMMISSION
EXPIRES

[Signature]
Notary Public (SEAL)

This document prepared by:
John F. Stanley, Esquire
VEGA, BROWN, STANLEY, MARTIN
& BLACKWELL, P.A.
2660 Airport Road, South
Naples, FL 33962
(813) 774-3333
Muirfield Restrictions/LELY3
Rev. 7/27/87

LAW OFFICES
A. BROWN,
& MARTIN, P.A.
PORT ROAD SOUTH
NAPLES, FLORIDA 33962-4899
(813) 774-3333

EXHIBIT "A"

Lots 1 through 56, MUIRFIELD, per
Plat Book 14, Pages 75 through ,
inclusive, of the Public Records of
Collier County, Florida.

LAW OFFICES

BROWN, STANLEY

BLACKWELL, P A

PORT ROAD SOUTH

FLORIDA 33962-4899

(813) 774-3333

Recorder and Clerk
in Official Records of
COLLIER COUNTY, FLORIDA
JAMES C. GILES, C. P.