

01362979
COLLIER COUNTY

1999 MAR 18 11:11:30
RECORDED

001513
OR BOOK

000835
PAGE

DECLARATION OF GENERAL COVENANTS, CONDITIONS AND RESTRICTIONS

FOR

LELY RESORT

REC 133.00
PRM 1200
DOC
INT
IND

THIS DECLARATION, made this 13th day of March, 1990, by LELY DEVELOPMENT CORPORATION, a Texas corporation authorized to do business in the State of Florida, ASSOCIATED REAL ESTATE SOUTHWEST, INC., a Florida corporation, EAGLE CONSOLIDATED, INC., a Florida corporation, FLAMINGO INVESTMENTS SOUTHWEST, INC., a Florida corporation, RESORT DEVELOPMENT OF COLLIER COUNTY, INC., a Florida corporation, TRIANGLE PROPERTIES SOUTHWEST, INC., a Florida corporation, all collectively referred to as "the Declarant".

W I T N E S S E T H:

WHEREAS, Declarant owns certain lands in Collier County, Florida, described on Exhibit "A" attached hereto and made a part hereof; and

WHEREAS, Declarant wishes to impose certain restrictions on the lands described in Exhibit "A", attached hereto and made a part hereof, and Declarant may in the future elect to subject additional lands to the 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, as may be necessary and appropriate for each Neighborhood; and

WHEREAS, Declarant desires to provide for the preservation of the property values, amenities and opportunities for the lands described on Exhibit "A", contributing to the personal and general health, safety and welfare of residents and 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 RESORT MASTER 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 the property described on Exhibit "A" by deed, easement or otherwise to the Lely Resort Master Property Owners Association for the purpose of maintenance, landscaping, drainage, recreation,

↓
LELY DEVELOPMENT CORPORATION
8825 Tamiami Trail, Suite 25
Naples, FL 33962

or other purposes that will be for the use and benefit of its Members and their families, tenants and guests.

NOW, THEREFORE, the Declarant declares that the land described on Exhibit "A", together with such additions as may hereafter be made thereto, are and shall be owned, used and conveyed, subject to the Covenants, Conditions and Restrictions and all other provisions of this Declaration of General Protective Covenants, all as hereinafter set forth, which shall run with the land and be binding on all parties having any right, title or interest in the land or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each Owner thereof.

ARTICLE I

DEFINITIONS

1.01 "Common Areas" shall mean and refer to those areas of land shown on any recorded subdivision plat, or which are otherwise dedicated, conveyed, leased, or for which a license is granted to the Master Property Owners Association and which are intended to be devoted to the common use and enjoyment of the Members and Owners.

1.02 "Declarant" shall mean and refer to LELY DEVELOPMENT CORPORATION, ASSOCIATED REAL ESTATE SOUTHWEST, INC., EAGLE CONSOLIDATED, INC., FLAMINGO INVESTMENTS SOUTHWEST, INC., RESORT DEVELOPMENT OF COLLIER COUNTY, INC., TRIANGLE PROPERTIES SOUTHWEST, INC., their successors and assigns of any or all of its rights under this Declaration.

1.03 "Declaration" shall mean and refer to this document, entitled Declaration of General Covenants, Conditions and Restrictions, as the same may be amended from time to time.

1.04 "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.

1.05 "Master Property Owners Association" shall mean and refer to the LELY RESORT MASTER 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.

1.06 "Governing Documents" shall mean this Declaration and Supplementary Declaration and the Articles of Incorporation of the Master Property Owners Association and, in the case of a Neighborhood, the Neighborhood Declaration, any Supplementary Declaration, and the Articles of Incorporation of the Neighborhood Association, as the same may be amended from time to time and

filed of record. In the event of conflict or inconsistency among governing documents applicable to the Master Property Owners Association or Neighborhood Association, as the case may be, to the extent permitted by law, the Declaration and any Supplementary Declaration, in that order, shall control. In the event of conflict or inconsistency between the Master Property Owners Association and Neighborhood governing documents, to the extent permitted by law, this Declaration and any supplementary Declaration, in that order, shall control.

1.07 "Members and Owners" shall mean and refer to those persons who are record Owners of a Dwelling Unit and/or Plot, the Declarant at such time and so long as it owns all or any of the land subject to this Declaration, and the Owner of the Hotel Site described on Exhibit "B".

1.08 "Neighborhood" shall mean and refer to any single-family development, condominium project, villa project, cluster development or other sub-area development, and specifically including the Hotel Site described on Exhibit "B".

1.09 "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.

1.10 "Neighborhood 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 a Neighborhood Association for the common use and enjoyment of its Members.

1.11 "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.

1.12 "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.

1.13 "Plot" shall mean and refer to a platted lot, the Hotel property described on Exhibit "B", 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.

1.14 "Property" shall mean and refer to those certain lands

described on Exhibit "A".

1.15 "P.U.D." shall mean and refer to Collier County Ordinance 85-17.

1.16 "Structure" shall mean that which is built or constructed, including, without limitation, any building, fence, wall, sign, paving, parking, building addition, alteration, screen enclosure, sewer, drain, disposal system, recreational facility, landscaping, exterior lighting or landscape device or object.

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 their sole discretion, to add any lands to the property by recording an instrument subjecting any 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 "Master Property 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, A Resort Community, P.U.D., to the Master Property 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 the Master Property 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 Master Property Owners Association may be exclusive or nonexclusive so that persons or entities other than Members of the Master Property Owners Association may or may not have a right, 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. The Master Property Owners Association must accept from Declarant any such conveyance, lease, grant of

license or grant of use right. Master Property 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 Master Property 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 Master Property 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 Section 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 Master Property 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 Master Property Owners Association, and may make the Owners of such additional lands Members of the Master Property 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) So long as Declarant owns any of the lands described on Exhibit "A", Declarant shall have the right and power to enforce the covenants, conditions, restrictions and other provisions imposed by this Declaration by any proceeding at law or in equity against any person violating or attempting to violate such provisions, to restrain any violation or attempted violation of such provisions, to require performance of such provisions, to recover damages for violations of such provisions and to levy against the land to enforce any lien created by this Declaration. Failure by Declarant or by the Master Property Owners Association or by a Neighborhood Association to enforce any of such provisions shall in no event be deemed a waiver of their right to do so thereafter. The costs and reasonable attorneys fees, including those resulting from any appellate proceedings, incurred by Declarant or the Master Property Owners Association in any action against an Owner to enforce any provisions of this Declaration

shall be a personal obligation of such Owner which shall be paid by such Owner and any amount which remains due and unpaid shall be a continuing lien upon the Owner's Plot collectable in the manner provided in Article VI.

(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 of all of its rights, duties, powers or privileges hereunder to the Master Property Owners Association or Neighborhood 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.

2.06 "Establishment of Districts" So long as any Declarant owns any of the lands described on Exhibit "A", such Declarant shall have such rights as are provided under the Florida Constitution or Florida Statutes for the creation of special districts and a uniform community development district, having jurisdiction over the boundaries of the property. All Owners, by acceptance of a deed to any Plot, grant their consent to establishment of any special district or uniform community development district, including the consent required pursuant to Section 190.005(a)(a)(2), Florida Statutes, and no Declarant shall be required to obtain any additional consent from such Owners prior to the establishment of a district. This section shall not prevent any unit of local or state government from exercising any powers granted to it under the Florida Constitution or Statutes as a unit of local or state government.

ARTICLE III

USE RESTRICTIONS

3.01 "Use" All Plots shall be used only for such purposes as set forth in the Lely, A Resort Community, P.U.D. Ordinance, being Collier County Ordinance 85-17, as Amended. Declarant reserves solely unto itself the right and the power to assign and re-assign various land uses to the property as approved by the P.U.D. and inaugurate and implement variations from, modifications to, or amendments of the P.U.D., and any other governmental plan.

3.02 "Approval of Plans" No buildings or structures of any kind shall be constructed or placed upon any Plot, nor any existing building or structure be altered in exterior appearance in any way until the plans, specifically including the structural plans therefore, have been approved in writing by the Declarant. Refusal of approval of such plans may be based upon any ground,

including purely aesthetic grounds, and shall be solely within the discretion of the Declarant. The approval by the Declarant, its successors or assigns, of the construction or alteration of any building or structure shall be conditioned upon, but not limited to the following requirements: Each Owner, prior to the commencement of any improvement shall: (1) submit initial plans, including a site analysis, schematic landscape plan, floor plan and exterior elevations; and (2) submit final plans which shall include color and materials selections, landscape plan, final site plan and complete set of construction plans and specifications. After receipt of each required submittal Declarant shall, in writing, approve, reject or approve subject to change, such required plans, proposals and specifications as are submitted. If any improvement is constructed or altered without the prior written approval of the Declarant, the Owner shall, upon demand of the Declarant, cause such improvement to be removed, remodeled or restored in order to comply with the requirements of this section. The Owner shall be liable for the payment of all costs of such removal or restoration, including all costs and attorney's fees incurred by the Declarant. Such costs will be the basis for an individual assessment.

3.03 "Completion of Construction - Remedy" When the construction of any structure 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 herein, invade the premises and take such steps as might be required 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 lien on his Plot, which lien may be foreclosed in the manner provided for foreclosure provided by law in the State of Florida.

3.04 "Antennas" No television or other antenna which is visible from the street or adjoining Plot is permitted unless specifically approved in writing by the Declarant.

3.05 "Animals" No animals, livestock or poultry of any kind shall be raised, bred or kept in any Dwelling Unit, or on the common area. However, dogs, cats or other common household pets may be kept in Dwelling Units and on Plots, subject to such rules and regulations as may be adopted by the Master Property Owners Association so long as they are not kept, bred or maintained for commercial purposes. No animal shall be allowed to run loose at any time.

3.06 "Outdoor Equipment" All garbage and trash containers,

oil tanks, bottled gas tanks, solar heaters, swimming pool equipment, housing and sprinkler pumps and other such outdoor equipment must be placed underground, walled in or placed in sight-screened or fenced in areas so that they shall not be readily visible from any adjacent street or Dwelling Unit. Otherwise, adequate landscaping shall be installed around these facilities and maintained by the Owner.

3.07 "Landscaping" The landscape design for any Plot, 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.

(a) Upon development of any Plot, underground landscape irrigation systems which are designed to irrigate the entire landscape portion, including any road right-of-way of the Plot, shall be installed. If, for any reason, any Owner permits his landscaping to become unsightly, the Master Property Owners Association may take appropriate action to place it in a neat condition and in such event shall charge the Owner for the costs of the work. Such charge, until paid, will be a lien against the Owner's Plot.

(b) An Owner shall water his lawn to keep his lawn and landscaping in a healthy condition and, upon failure of any Owner to properly water his lawn, the Master Property Owners Association shall have the right to enter upon his property, water the lawn and charge the Owner for the cost of watering the lawn. Such charges, until paid, will be a lien against the Owner's Plot.

(c) Vacant Plots shall be maintained by the Master Property Owners Association from the date of closing until a building permit is obtained for such Plot and the Master Property Owners Association shall assess a reasonable fee for such service, which shall be a lien against the Plot until paid.

3.08 "Trash and Garbage" Garbage containers shall either be stored within the dwelling structure or in a screened enclosure approved by the Master Property Owners Association. Garbage containers, lawn trimmings and trash stored for pickup shall comply with garbage and trash collection service policies. 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 Plot. Garbage or trash burning shall not be permitted. All horticultural trimmings shall either be removed from the Plot on the day they are accumulated or stored for removal in a screened enclosure.

3.09 "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 annoyance.

3.10 "Garage Doors" Operable doors shall be provided for all garages. Garage doors shall be closed except when vehicles are entering or exiting.

3.11 "Factory Built Structures" No structure of any kind of what is commonly known as factory built, modular or mobile home type construction shall be erected without the prior written consent of Declarant.

3.12 "Underground Utility Lines" All electric and telephone lines and any other utility lines running from any street to a Dwelling Unit or structure must be installed underground. Within the easements for installation and maintenance of utilities and drainage facilities, no structure, planting or other materials shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities or which may damage, interfere with or change the direction of flow of drainage in the easements.

3.13 "Temporary and Accessory Structures" No tents or temporary structures shall be permitted unless their size, appearance and temporary location shall have been approved by Declarant in writing.

3.14 "Air Conditioning" All air conditioning units shall be shielded and hidden so that they shall not be readily visible from any Dwelling Unit.

3.15 "Signs" No signs may be installed unless first approved by Declarant or the Master Property Owners Association.

3.16 "Mailboxes" Mailboxes and their supporting structure shall be approved by the Master Property Owners Association.

3.17 "Outside Storage" No outside storage or out building of any kind will be permitted without the written approval of the Master Property Owners Association. Temporary construction trailers during the actual construction of any structure shall be permitted.

3.18 "Clothes Drying Area" Outdoor clothes drying shall be permitted but the area for outdoor clothes drying must be screened in and hidden so that they shall not be readily visible from any street or Dwelling Unit.

3.19 "Driveways" Driveways and off-street parking areas shall be paved.

3.20 Trucks, Commercial Vehicles, Recreation Vehicles, Mobile Homes, Boats, Campers and Trailers

(a) No truck, van or other commercial vehicle of any kind shall be permitted to be parked for a period of more than four (4) hours unless such vehicle is necessary in the actual construction or repair of a structure or for ground maintenance.

(b) No truck, van or other commercial vehicle and no recreation vehicle shall be permitted to be parked overnight unless kept fully enclosed inside a structure.

(c) No boat, boat trailer or other trailer of any kind, camper, mobile home or disabled vehicle shall be permitted to be parked or stored unless kept fully enclosed inside a structure.

(d) None of the aforementioned vehicles shall be used as a domicile or residence, either permanent or temporary.

3.21 **"Hotels"** No hotels may be built on any of the property except on the property described on Exhibit "B" attached hereto and made a part hereof.

3.22 Subdivisions and Regulations of Land

(a) No Plot shall be divided or subdivided without the express written consent of Declarant who may impose certain requirements on Members and Owners to comply with the provisions of the P.U.D. 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 Members and Owners 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) Members and Owners shall not initiate or implement any variation from, modification to or amendment of the P.U.D. or any other governmental plans, land development regulations, development orders or development permits applicable to Lely, A Resort Community, 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.

(d) No Owner shall install any potable or irrigation

well or draw irrigation water from any lake or drainage area without the prior written approval of Declarant.

3.23 "Water Management and Drainage Areas" No structure of any kind shall be constructed or erected, nor shall an Owner in any way change, alter, impede, revise or otherwise interfere with the flow and the volume of water in any portion of a water management and drainage area reserved for or intended by Declarant to be reserved for drainage waste, sluiceways or for the accumulation of run-off waters, as reflected in any plat or instrument of record without the specific written permission of the Master Property Owners Association and the Declarant. Any amendment which would effect the surface water management system, including the water management portions of the Common Areas, must have the prior approval of the South Florida Water Management District.

(a) An Owner shall, in no way, deny or prevent ingress and egress by Declarant or the Master Property Owners Association to such water management and drainage areas for maintenance or landscape purposes. The right of ingress and egress and easements therefore are hereby specifically reserved and created in favor of the Declarant, the Master Property Owners Association or any appropriate governmental or quasi-governmental agency that may reasonable require such ingress and egress.

(b) No Plot shall be increased in size by filling in any water retention or drainage areas on which it abuts. Owner shall not fill, dike, rip rap, block, divert or change the established water retention or drainage areas that have been or may be created by easement without the prior written consent of the Master Property Owners Association and the Declarant.

(c) Individual Owners of a Plot will be required to convey its storm water as prescribed by the Declarant.

3.24 "Owner and Member Compliance"

(a) The protective covenants, conditions, restrictions and other provisions of this Declaration shall apply not only to Owners, Members and persons to whom a Member has delegated his right of use in and to the Master Property Owners Association Common Area, but also 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) Failure of Members and Owners to notify any person of the existence of the covenants, conditions, restrictions and other provisions of this Declaration shall not, in any way, act to limit or divest the right of Declarant of enforcement of these provisions and, in addition, Members and

Owners 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.

ARTICLE IV

MASTER PROPERTY OWNERS ASSOCIATION'S

RIGHTS AND POWERS

4.01 In addition to such duties as are delegated to it by the Declarant, the Master Property Owners Association shall maintain all of the landscaping areas contained within the road rights-of-way and in any decorative sidewalk area. In addition, the Master Property Owners Association shall maintain all of the irrigation systems contained within said areas and be responsible for the additional lighting fixtures contained in the road right-of-way or sidewalk areas.

4.02 In addition, the Master Property Owners Association shall be responsible for allocating water between Members and Owners and the operators of the golf courses located within the property. The water consumption shall be established by the Master Property Owners Association, pursuant to the rules and regulations of the South Florida Water Management District.

4.03 The Master Property Owners Association shall be responsible for maintenance and repair of the following:

(a) Such security systems, guardhouses and other security facilities which shall be operated and maintained for the benefit of the Plots, except any security system, guardhouse or security facility established primarily for the benefit of a Neighborhood.

(b) Surface water and storm water management systems.

(c) Any common or other areas conveyed, dedicated, leased to or used by the Master Property Owners Association, including any improvements on such Common Areas.

(d) The conservation area(s) set out on the Plot(s) shall be declared Common Areas, shall be the perpetual responsibility of the Master Property Owners Association and may, in no way, be altered from their natural state. Activities prohibited within the conservation area include, but are not limited to, construction or placing of buildings on or above the ground; dumping or placing soil or other substances such as trash; removal or destruction of trees, shrubs or other vegetation; excavation, dredging or removal of soil material; diking or

fencing; and any other activities detrimental to drainage, flood control, water conservation, erosion control or fish and wildlife habitat conservation or preservation.

ARTICLE V

PROPERTY RIGHTS

AND

MASTER PROPERTY ASSOCIATION COMMON AREA

5.01 "Easements" The following easements are hereby granted and/or reserved over, across and through the property:

(a) An easement is hereby granted to each institutional mortgagee for the purpose of access to the Plot subject to its mortgage.

(b) Easements are hereby reserved throughout the Common Areas, including, without limitation, the streets, by Declarant for its use and use of its agents, employees, licensees and invitees.

(c) Easements are hereby reserved over all Plots which adjoin a golf course for golfers to look for and retrieve golf balls.

(d) Easements for installation and maintenance of utilities are granted as indicated on the recorded subdivision plats of the property.

(e) No Owner shall grant any easement upon any portion of the property to any person or entity, without the prior written consent of Declarant.

5.02 "Members Rights and Easements"

(a) Every Member shall have a right and easement of enjoyment and use in and to the Master Property 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 Master Property Owners Association to charge reasonable admission and other fees for the use of any Master Property Owners Association Common Area; (ii) the right of the Master Property Owners Association to suspend Members' and Owners' right to vote and Members' and Owners' right to the use of Master Property Owners Association Common Area for any period during which any assessment against the Members and Owners Plot or any obligation of the Members and Owners to the Master Property Owners Association remains unpaid and for a reasonable period during or after any infraction of the Master Property Owners Association's

rules and regulations; (iii) the right of the Master Property Owners Association to dedicate or transfer all or any part of the Master Property Owners Association Common Area to any governmental agency, public authority or utility; (iv) the right of the Master Property Owners Association to mortgage Master Property Owners Association Common Area property; (v) the right to take such steps as are reasonably necessary to protect Master Property 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 Master Property Owners Association and any rules and regulations governing use and enjoyment of the Master Property Owners Association Common Area adopted by the Master Property Owners Association.

5.03 "Delegation of Rights"

(a) Members and Owners may delegate his right of use in and to the Master Property Owners Association Common Area to the Members of his family, to business and residential tenants who reside or work in or on the Members' and Owners' Plot and to the Members' and Owners' 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 Master Property Owners Association's rules and regulations.

(b) Members and Owners shall be responsible for the actions of any person to whom the Member has delegated his right to use the Master Property 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 Master Property Owners Association's rules and regulations by such person shall be deemed to be an infraction by such Member.

5.04 "Conveyance and Use"

(a) Any real property conveyed, dedicated on any recorded plat, leased or the use of which has been granted by Declarant or any third party to the Master Property Owners Association as the Master Property 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 and Owners.

(b) Declarant may convey property to the Master Property Owners Association in either an improved or an unimproved condition, with or without any specific restrictions on its use; and the Master Property Owners Association must accept such property. The Master Property 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 of the property.

5.05 "Master Property Owners Association's Rights and Powers"

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

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

5.06 Declarant's Rights and Powers"

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

(b) The Master Property Owners Association Common Area shall be subject to the provisions of Article III. The uses of the Master Property 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 Master Property Owners Association.

(c) No nuisance or obnoxious or offensive activity shall be conducted or permitted on any Master Property Owners 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 Master Property Owners Association Common Area which may be or become a nuisance to residents or Members.

(d) Any use of Master Property Owners Association Common Area shall be subject to the prior written approval of Declarant so long as Declarant owns any land described on Exhibit "A".

5.07 "Maintenance" The Master Property Owners Association shall be responsible for the maintenance and control of Master

Property Owners Association Common Area and shall keep the same in good, safe, clean, attractive and sanitary condition, order and repair at all times.

5.08 "Transfer of Plot or Dwelling Unit" No Member or Owner or any other person or entity who acquires a property interest in and to any Plot or Dwelling Unit within the property shall dispose of his Plot or Dwelling Unit without approval of the Master Property Owners Association.

The approval of the Master Property Owners Association that is required for the transfer of ownership of a Dwelling Unit or Plot shall be obtained in the following manner:

a: Notice to Master Property Owners Association:

A Member or Owner intending to transfer title to his Dwelling Unit or Plot shall give to the Master Property Owners Association notice of such intention together with the name and address of the intended transferee.

b: Failure to give notice:

If the above required notice to the Master Property Owners Association is NOT given, then the Owner of the Plot or Dwelling Unit shall not be relieved of his responsibility to pay any assessments due and owing to the Master Property Owners Association and shall remain liable for payment of the assessment.

c: Certificate of Approval:

Within fifteen (15) days after receiving the notice, the Master Property Association must approve the transfer unless the Owner or Member owes the Master Property Owners Association for any assessment. If the Master Property Owners Association fails to act within fifteen (15) days, the approval shall be deemed to have been given. The approval shall be stated in a Certificate of Approval executed by any officer of the Master Property Owners Association and the certificate shall be recorded in the Public Records of Collier County, Florida, at the expense of the transferee.

ARTICLE VI**MEMBERSHIP AND VOTING RIGHTS****6.01 "Members"**

(a) Every Owner and the Declarant, so long as it owns any of the lands within Lely, A Resort Community, P.U.D., shall be Members of the Master Property Owners Association. Membership shall be appurtenant to and may not be separated from ownership of a Plot which is subject to assessment by the Master Property Owners Association.

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

6.02 "Voting Rights" Declarant estimates at this time that there will be 10,150 Dwelling Units constructed in Lely, A Resort Community, P.U.D. Until all of the Dwelling Units and/or Plots have been initially sold, there shall be 10,150 Members in the Master Property Owners Association and each Member, other than the Declarant and the Owner of the Hotel, shall have one vote for each Dwelling Unit and/or Plot owned by it. The Owner of the Hotel shall have one vote for each room in the Hotel and LELY DEVELOPMENT CORPORATION shall have the remaining votes to reach a total of 10,150. When all the Dwelling Units and/or Plots have been initially sold, then the total Membership shall be based on the actual number of Dwelling Units and/or Plots in Lely, A Resort Community, P.U.D., plus the number of hotel rooms in the Hotel constructed on the property described on Exhibit "B".

If required by the Master Property Owners Association in its By-Laws, all Owners of Plots for which there is a Neighborhood Association or condominium association shall cast their votes on Master Property Owners Association business directly with the Neighborhood Association or Condominium Association. Each Neighborhood or condominium association shall, in its By-Laws, establish a procedure by which Owners shall cast their votes on Master Property Owners Association matters. Each Neighborhood Association and condominium association shall have the duty to collect and tabulate its Members' votes. Each Neighborhood Association and condominium association shall have the privilege of casting with the Master Property Owners Association, all of the votes to which its Members would be entitled to cast as Members of the Master Property Owners Association. Such procedure, subject to any restrictions, limitations or conditions which may be imposed by the Neighborhood covenants or by other recorded instruments, shall provide for votes to be cast in a block, or in the same manner as originally cast by its Members, or in any manner provided it is fair, equitable, uniformly applied within

the Neighborhood or condominium association, and that does not result in the casting of fractional votes.

ARTICLE VII

ASSESSMENTS

7.0 "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 Master Property Owners Association: (i) an initial capital assessment at the time of closing of the first conveyance of a Plot from LELY DEVELOPMENT CORPORATION to a Member and Owner; (ii) annual assessments; (iii) special assessments for capital improvements.

(b) The Master Property 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 Master Property Owners Association, and to enforce the provisions of these Protective Covenants. The Board of Directors of the Master Property Owners Association shall have the authority to consider current maintenance costs and needs of the Master Property Owners Association in order to fix the annual assessments for such costs to be paid by the Members of the Master Property Owners Association.

(c) The initial, annual and special assessments, together with interest 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.

(d) Each such assessment, together with interest 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 any 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 any association, or to another such entity, then the Neighborhood Association thereof shall have the duty and responsibility for collecting and timely remitting to the Master Property Owners Association any and all Master Property Owners Association assessments and other charges;

provided, however, that the Master Property Owners Association may, in its sole discretion, elect to collect due and unpaid Master Property Association assessments and other charges directly from any Owner 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 Master Property Owners Association's By-Laws.

(g) A Plot shall not be subject to assessment so long as it is Master Property 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 upon 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 due 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.

7.02 "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 Master Property Owners Association during that year, which is greater than the sums received by the Master Property 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 Master Property Owners Association By-Laws.

(b) Except as specifically provided in this Section 7.02 and in the Master Property 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 herein shall be further subject to the conditions, restrictions and other limitations and any procedures for billing and payment as set forth in the By-Laws of the Master Property Owners Association.

7.03 "Lien"

(a) If any Member fails to pay any assessment or make any other payment herein required to be paid to the Master Property Owners Association, then the Master Property Owners Association is hereby granted a lien on such Owner's Plot, which lien shall secure the payment then 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 Master Property 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 Master Property Owners Association may bring an action at law against an Owner to pay his personal obligations to the Master Property 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.

7.04 "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 7.04, 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 mortgage 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 VIII

Neighborhood ASSOCIATIONS

8.01 "Individual Property"

(a) In the event that any Neighborhood Association, which has been granted a right of enforcement by Declarant, does not enforce any and 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.

8.02 "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 these Protective Covenants 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 Master Property 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.

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

8.04 "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 IX

GENERAL PROVISIONS

9.01 "Public Facilities" In order to supplement the public facilities and services that may be provided by any local governmental agency and in order to provide additional facilities and services that may not be otherwise available, Declarant is hereby authorized and empowered by all of the Owners, when Declarant, in its sole discretion, determines that it is necessary or desirable to act on their behalf to provide or contract with any person for the installation of a water plant and supply system, irrigation water system, mosquito control facilities, firefighting facilities, a gas system, a sewage disposal plant and sanitary sewer system and any other facilities or services customarily furnished or provided by local governmental agencies.

9.02 Each Owner shall install, subject to the written approval of the Declarant and the Master Property Owners Association, all sewer connections so that direct connections can be made to the nearest street, alley, main or collection lines, and the plan for such street connections shall be submitted to Declarant for approval prior to commencement of said construction. No Owner shall install any potable or irrigation well or draw irrigation water from any lake or drainage area without the prior written approval of the Declarant.

ARTICLE X

PROTECTIVE COVENANTS RUNNING WITH THE LAND

10.01 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 Declaration, their respective heirs, successors and assigns until June 1, 2020, at which time said covenants and restrictions shall automatically be extended for successive periods of ten (10)

years, unless by vote of two-thirds (2/3rds) of the Members should change said covenants in whole or in part.

10.02 "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.

10.03 "Amendments" 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, A Resort Community, P.U.D., specified in Collier County Ordinance 85-17.

10.04 "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, powers or privileges that are in conflict with the provisions of this Declaration which shall prevail in all events of conflict.

10.05 "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.

10.06 In the event of dissolution of the Master Property 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 Master Property 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 Master Property Owners Association, to properly maintain, operate and preserve it.

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

10.08 "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 Master Property Owners Association - Notice to Master Property 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 Master Property 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 Master Property 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 of record in the Public Records of Collier County, Florida.

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

IN WITNESS WHEREOF, the parties have caused this Declaration of General Covenants, Conditions and Restrictions for Lely Resort to be signed this 13 day of March, 1990.

Witnesses:

Robert Braseth
Elizabeth M. Snyder

LELY DEVELOPMENT CORPORATION,
a Texas corporation authorized to do
business in the State of Florida,

BY: John J. Agnelli
JOHN J. AGNELLI, President

(CORPORATE SEAL)

Witnesses:

Robert Braseth
Elizabeth X. Berg

ASSOCIATED REAL ESTATE SOUTHWEST,
INC., a Florida corporation,

BY: David Green
DAVID GREEN, President

(SIGNATURES CONTINUE ON THE FOLLOWING PAGE)

(CORPORATE SEAL)

Witnesses:

Robert Braith
Elizabeth L. Sarg

EAGLE CONSOLIDATED, INC., a Florida corporation,

BY: David Green
DAVID GREEN, President

(CORPORATE SEAL)

Witnesses:

Robert Braith
Elizabeth L. Sarg

FLAMINGO INVESTMENTS SOUTHWEST, INC., a Florida corporation,

BY: David Green
DAVID GREEN, President

(CORPORATE SEAL)

Witnesses:

Robert Braith
Elizabeth L. Sarg

RESORT DEVELOPMENT OF COLLIER COUNTY, INC., a Florida corporation,

BY: David Green
DAVID GREEN, President

(CORPORATE SEAL)

Witnesses:

Robert Braith
Elizabeth L. Sarg

TRIANGLE PROPERTIES SOUTHWEST, INC., a Florida corporation,

BY: David Green
DAVID GREEN, President

(CORPORATE SEAL)

STATE OF FLORIDA
COUNTY OF COLLIER

BEFORE ME, the undersigned officer, personally appeared JOHN J. AGNELLI, as President of LELY DEVELOPMENT CORPORATION, a Texas corporation authorized to do business in the State of

001513
OR BOOK

000860
PAGE

Florida, and to me well known to be the person described in and who executed the foregoing Declaration of General Covenants, Conditions and Restrictions for Lely Resort and he acknowledged to and before me that he executed said Declaration of General Covenants, Conditions and Restrictions for Lely Resort freely and voluntarily for the uses and purposes therein expressed.

WITNESS my hand and seal on this 13 day of March, 1990.

My Commission Expires:

Caroline M. Chrysler
NOTARY PUBLIC

(SEAL)

Notary Public, State of Florida
My Commission Expires Nov. 26, 1992
Issued This Day For - Insurance Inc.

STATE OF FLORIDA
COUNTY OF COLLIER

BEFORE ME, the undersigned officer, personally appeared DAVID GREEN, as President of ASSOCIATED REAL ESTATE SOUTHWEST, INC., a Florida corporation, and to me well known to be the person described in and who executed the foregoing Declaration of General Covenants, Conditions and Restrictions for Lely Resort and he acknowledged to and before me that he executed said Declaration of General Covenants, Conditions and Restrictions for Lely Resort freely and voluntarily for the uses and purposes therein expressed.

WITNESS my hand and seal on this 13th day of March, 1990.

My Commission Expires:

Jane C. Milner
NOTARY PUBLIC

(SEAL)

Notary Public, State of Florida
My Commission Expires July 29, 1991
Issued This Day For - Insurance Inc.

STATE OF FLORIDA
COUNTY OF COLLIER

BEFORE ME, the undersigned officer, personally appeared DAVID GREEN, as President of EAGLE CONSOLIDATED, INC., a Florida corporation, and to me well known to be the person described in and who executed the foregoing Declaration of General Covenants, Conditions and Restrictions for Lely Resort and he acknowledged to and before me that he executed said Declaration of General Covenants, Conditions and Restrictions for Lely Resort freely and voluntarily for the uses and purposes therein expressed.

WITNESS my hand and seal on this 13th day of March, 1990.

My Commission Expires:

Jane C. Milner
NOTARY PUBLIC

(SEAL)

Notary Public, State of Florida
My Commission Expires July 29, 1991
Issued This Day For - Insurance Inc.

STATE OF FLORIDA
COUNTY OF COLLIER

BEFORE ME, the undersigned officer, personally appeared DAVID GREEN, as President of FLAMINGO INVESTMENTS SOUTHWEST, INC., a Florida corporation, and to me well known to be the person described in and who executed the foregoing Declaration of General Covenants, Conditions and Restrictions for Lely Resort and he acknowledged to and before me that he executed said Declaration of General Covenants, Conditions and Restrictions for Lely Resort freely and voluntarily for the uses and purposes therein expressed.

WITNESS my hand and seal on this 13th day of March, 1990.

My Commission Expires: Notary Public, State of Florida
My Commission Expires July 29, 1991
Bonded Three Thousand Dollars

Jane C. Wilber
NOTARY PUBLIC (SEAL)

STATE OF FLORIDA
COUNTY OF COLLIER

BEFORE ME, the undersigned officer, personally appeared DAVID GREEN, as President of RESORT DEVELOPMENT OF COLLIER COUNTY, INC., a Florida corporation, and to me well known to be the person described in and who executed the foregoing Declaration of General Covenants, Conditions and Restrictions for Lely Resort and he acknowledged to and before me that he executed said Declaration of General Covenants, Conditions and Restrictions for Lely Resort freely and voluntarily for the uses and purposes therein expressed.

WITNESS my hand and seal on this 13th day of March, 1990.

My Commission Expires: Notary Public, State of Florida
My Commission Expires July 29, 1991
Bonded Three Thousand Dollars

Jane C. Wilber
NOTARY PUBLIC (SEAL)

STATE OF FLORIDA
COUNTY OF COLLIER

BEFORE ME, the undersigned officer, personally appeared DAVID GREEN, as President of TRIANGLE PROPERTIES SOUTHWEST, INC., a Florida corporation, and to me well known to be the person described in and who executed the foregoing Declaration of General Covenants, Conditions and Restrictions for Lely Resort and he acknowledged to and before me that he executed said Declaration of

001513

000862

OR BOOK

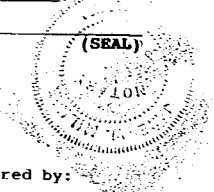
PAGE

General Covenants, Conditions and Restrictions for Lely Resort
freely and voluntarily for the uses and purposes therein
expressed.

WITNESS my hand and seal on this 17th day of March, 1990.

My Commission Expires:
Notary Public, State of Florida
My Commission Expires July 29, 1991
Boschert Trust Fidelity Insurance Inc.

James W. Milhar
NOTARY PUBLIC



This instrument prepared by:
John P. Stanley, Esquire
VEGA, BROWN, STANLEY & MARTIN, P.A.
2660 Airport Road, South
Naples, FL 33962
(813) 774-3333

c:\resort\declarat 021590

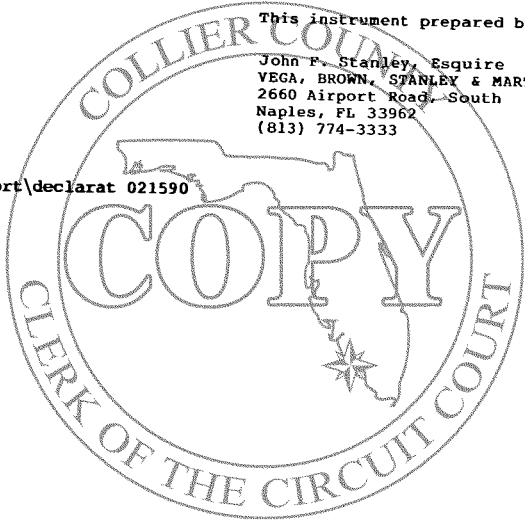


EXHIBIT "A"



WILSON · MILLER · BARTON · SOLL & PEEK, INC.

ENGINEERS PLANNERS SURVEYORS
 1383 AIRPORT-PULLING ROAD NORTH, NAPLES, FLORIDA 33942-9966 (813) 643-4545

All that part of Section 3, Township 51 South, Range 26 East, and all that part of Sections 21, 22, 27, 28, 33 and 34, Township 50 South, Range 26 East, Collier County, Florida (Legal description of parcel encompassing Lely Resort Master Property Association)

All that part of Section 3, Township 51 South, Range 26 East, and all that part of Sections 21, 22, 27, 28, 33 and 34, Township 50 South, Range 26 East, Collier County, Florida and being more particularly described as follows;

BEGINNING at the southwest corner of said Section 28; thence along the west line of said Section 28, North 02°47'55" East 1226.36 feet to a point on the south line of that land described in O.R. Book 542, page 765; thence along the south line of said land South 87°12'05" East 969.84 feet; thence along the east line of said land North 02°47'40" East 1702.00 feet; thence along the northeasterly line of said land North 38°47'47" West 1456.15 feet to a point on the west line of said Section 28; thence along said west line North 02°45'16" East 1177.76 feet to the northwest corner of said Section 28; thence along the west line of that land described in O.R. Book 1244, page 983 North 26°13'32" East 345.51 feet; thence continue along said westerly line North 32°20'11" West 236.05 feet to a point on the west line of said Section 21; thence along said west line North 02°58'09" East 1677.13 feet to a point on the southeasterly line of Lely Country Club Tanglewood II, P.B. 13, pages 114-115; thence along the southeasterly line of said plat in the following four (4) described courses;

- 1) North 51°51'58" East 1418.70 feet;
- 2) northeasterly 695.56 feet along the arc of a circular curve concave northwesterly having a radius of 810.00 feet through a central angle of 49°12'03" and being subtended by a chord which bears North 27°15'56" East 674.39 feet;
- 3) North 02°39'55" East 2.58 feet;
- 4) northerly 136.03 feet along the arc of a circular curve concave westerly having a radius of 1390.00 feet through a central angle of 05°36'26" and being subtended by a chord which bears North 00°08'18" West 135.98 feet to a point on the south line of Tract "K" as described in O.R. Book 977, page 404;

thence along the boundary of said Tract "K" in the following three (3) described courses;

- 1) along a non-tangential line North 87°-03'-29" East 227.18 feet;
- 2) North 16°-18'-47" East 890.35 feet;
- 3) North 18°-20'-17" West 483.06 feet to a point on the southerly right-of-way line of Rattlesnake Hammock Road (S.R. 864);

(continued on page 2)

0101513
OR BOOK

0100863
PAGE

All that part of Section 3, Township 51 South, Range 26 East, and all that part of Sections 21, 22, 27, 28, 33 and 34, Township 50 South, Range 26 East, Collier County, Florida
(Legal description of parcel encompassing Lely Resort Master Property Association)
(continued from page 1)

011513
OR BOOK

thence along said right-of-way line South 89°13'25" East 1049.56 feet;
thence continue along said right-of-way line South 89°14'25" East 2617.27 feet to a point on the west line of said Section 22;

thence along said west line South 04°03'03" West 1246.12 feet to the northwest corner of that land described in O.R. Book 1145, page 2361;

thence continue along said line South 04°03'03" West 1705.48 feet;

thence along the south line of said land South 85°56'57" East 1090.00 feet;

thence easterly 425.47 feet along the arc of a circular curve concave northerly having a radius of 625.00 feet through a central angle of 39°00'00" and being subtended by a chord which bears North 74°33'03" East 417.26 feet;

thence North 55°03'03" East 1510.00 feet;

thence easterly 852.27 feet along the arc of a circular curve concave southerly having a radius of 1474.86 feet through a central angle of 33°06'34" and being subtended by a chord which bears North 71°36'20" East 840.46 feet;

thence North 88°09'37" East 1408.72 feet to a point on the westerly right-of-way line of C.R. 951 (Isle of Capri Road);

thence along said right-of-way line in the following four (4) described courses;

- 1) South 00°51'50" West 3273.49 feet;
- 2) South 0°-51'-41" West 5210.50 feet;
- 3) southerly 1695.32 feet along the arc of a circular curve concave westerly having a radius of 2789.93 feet through a central angle of 34°48'58" and being subtended by a chord which bears South 18°16'09" West 1669.36 feet;
- 4) South 35°40'39" West 5513.54 feet to a point on the northerly line of that land described in O.R. Book 124, page 459, Collier County, Florida;

thence leaving said right-of-way line and along the northerly line of said land North 54°20'24" West 194.98 feet;

thence along the northwesterly line of said land South

35°40'39" West 219.95 feet to a point on the northeasterly

right-of-way line of U.S. 41 (Tamiami Trail);

thence along said right-of-way line North 54°20'24" West 45.00 feet to the southerlymost corner of that land described in O.R. Book 1459, page 912, Public Records of Collier county, Florida;

thence along the southeasterly line of said land North

35°40'39" East 275.00 feet;

thence along the northeasterly line of said land North

54°20'24" West 200.00 feet;

(continued on page 3)

1100864
PAGE

All that part of Section 3, Township 51 South, Range 26 East, and all that part of Sections 21, 22, 27, 28, 33 and 34, Township 50 South, Range 26 East, Collier County, Florida (Legal description of parcel encompassing Lely Resort Master Property Association) (continued from page 2)

thence along the northwesterly line of said land South 35°40'39" West 275.00 feet to a point on the northeasterly right-of-way line of U.S. 41 (Tamiami Trail);
thence along said right-of-way line North 54°20'24" West 80.00 feet to the southerly most corner of that land described in O.R. Book 1173, page 789, Public Records of Collier County, Florida;
thence along the southeasterly line of said land North 35°40'39" East 275.00 feet;
thence along the northeasterly line of said land North 54°20'24" West 170.00 feet;
thence along the northwesterly line of said land South 35°40'39" West 275.00 feet to a point on the northeasterly right-of-way line of U.S. 41 (Tamiami Trail);
thence along said right-of-way line North 54°20'24" West 959.12 feet;
thence continue along said right-of-way line North 54°25'09" West 3328.63 feet to a point on the north and south 1/4 line of said Section 33;
thence along said north and south 1/4 line North 02°43'23" East 3282.44 feet to the north 1/4 corner of said Section 33;;
thence along the north line of said Section 33 North 89°33'01" West 2626.87 feet to the Point of Beginning;
containing 2758.41 acres more or less;
subject to easements and restrictions of record;
bearings are based on the west line of Section 21, being North 2°-58'-09" East.

WILSON, MILLER, BARTON, SOLL & PEEK, INC.
Reg. Engineers and Land Surveyors

BY John P. Maloney DATE 3-15-90
John P. Maloney, P.L.S. #4493

Not valid unless embossed with the Professional's seal.

W.O. 8227.2
Ref: 5L-157 (JM:kjd lely master prop assoc)
Date: March 14, 1990



WILSON · MILLER · BARTON · SOLL & PEEK, INC.

ENGINEERS PLANNERS SURVEYORS
1363 AIRPORT-PULLING ROAD NORTH NAPLES, FLORIDA 33942-9956 (813) 643-4545

Description of part of Section 27, Township 50 South, Range 26 East,
Collier County, Florida
Lely Resort Center - Revised 4-7-88
Exhibit "g"

011513
OR BOOK

1100866
PAGE

All that part of Section 27, Township 50 South, Range 26 East, Collier County, Florida, and being more particularly described as follows;

commencing at the intersection of the north line of said Section 27 with the west right-of-way line of S.R. 951;

thence along said right-of-way line South 00°-51'-41" West 2761.03 feet;

thence continue along said right-of-way line South 00°-51'-41" West 135.00 feet;

thence leaving said line North 89°-08'-10" West 1556.59 feet;

thence westerly and northwesterly along the arc of a circular curve concave to the northeast having a radius of 885.00 feet through a central angle of 23°-11'-13" and being subtended by a chord which North 77°-32'-34" West 355.71 feet;

thence North 65°-56'-57" West 743.00 feet to the POINT OF BEGINNING;

thence South 24°-03'-03" West 1439.26 feet;

thence South 88°-41'-30" West 1578.09 feet;

thence North 1°-18'-30" West 143.62 feet;

thence northerly and northeasterly 378.04 feet along the arc of a circular curve concave to the southeast having a radius of 380.00 feet through a central angle of 57°-00'-00" and being subtended by a chord which bears North 27°-11'-30" East 362.64 feet;

thence North 55°-41'-30" East 528.67 feet;

thence northeasterly and northerly 565.49 feet along the arc of a circular curve concave to the northwest having a radius of 720.00 feet through a central angle of 45°-00'-00" and being subtended by a chord which bears North 33°-11'-30" East 551.06 feet;

thence North 10°-41'-30" East 208.40 feet;

thence northerly and northeasterly 305.37 feet along the arc of a circular curve concave to the southeast having a radius of 555.00 feet through a central angle of 31°-31'-00" and being subtended by a chord which bears North 26°-27'-15" East 301.53 feet;

thence North 42°-13'-00" East 156.96 feet;

thence northeasterly, easterly and southeasterly 37.41 feet along the arc of a circular curve concave to the south having a radius of 25.00 feet through a central angle of 85°-43'-46" and being subtended by a chord which bears North 85°-04'-53" East 34.01 feet to a point of reverse curvature;

thence southeasterly 335.89 feet along the arc of a circular curve concave to the northeast having a radius of 1385.00 feet through a central angle of 13°-53'-43" and being subtended by a chord which bears South 59°-00'-06" East 335.06 feet;

thence South 65°-56'-57" East 727.00 feet to the Point of Beginning;

(continued on page 2)

WILSON • MILLER • BARTON • SOLL & PEEK, INC.

Description of part of Section 27, Township 50 South, Range 26 East,
Collier County, Florida
Lely Resort Center - Revised 4-7-88
(continued from page 1)

001513
OR BOOK

containing 50.00 acres more or less;
subject to easements and restrictions of record;
bearings are based on the west line of said Section 27.

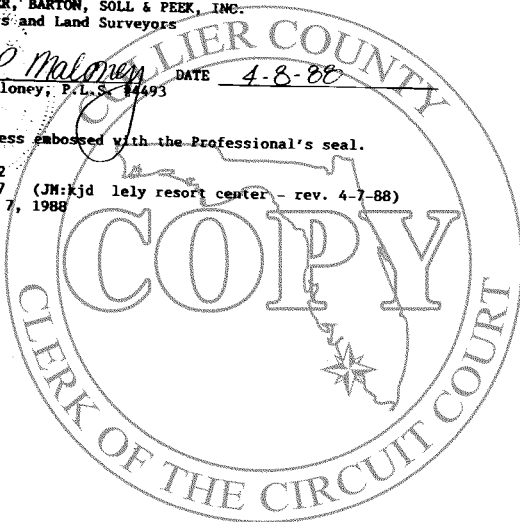
WILSON, MILLER, BARTON, SOLL & PEEK, INC.
Reg. Engineers and Land Surveyors

BY: *John P. Maloney* DATE 4-8-88
John P. Maloney; P.L.S. #4493

000867
PAGE

Not valid unless embossed with the Professional's seal.

V.O. 5142.2
Ref: 4C-567 (JM:kjd lely resort center - rev. 4-7-88)
Date: April 7, 1988



Received and indexed
in the Office of the
CLERK OF THE CIRCUIT COURT
JAN 25 1988 2:14 PM