

PREPARED BY:
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GOEDE, ADAMCZYK, DEBOEST & CROSS, PLLC
Tel: (239) 331-5100

* CORRECTED*

CERTIFICATE OF RECORDATION OF AMENDMENT TO THE BYLAWS
OF
LELY RESORT MASTER PROPERTY OWNERS ASSOCIATION, INC.

THE UNDERSIGNED being the President and Secretary of LELY RESORT MASTER PROPERTY OWNERS ASSOCIATION, INC., a Florida non-profit corporation, do hereby certify that the attached amendment to the Bylaws of Lely Resort Master Property Owners Association, Inc., was duly approved and adopted by a sufficient vote of the Board of Directors at a properly notice Board Meeting at which a quorum was present held on May 24, 2021. The Declaration of General Covenants, Conditions and Restrictions for Lely Resort were originally recorded in O.R. Book 1513, Page 835 *et seq.* of the Public Records of Collier County, Florida. It is the intent of this Certificate of Recordation to also serve as a preservation of the covenants, conditions and restrictions, as amended and/or supplemented from time to time, pursuant to Section 712.05(2)(b), Florida Statutes.

Dated this 29 day of June, 2021.

WITNESSES:

(Sign) [Signature]

LELY RESORT MASTER PROPERTY OWNERS ASSOCIATION, INC.

(Print) Philippe GARCIA

(Sign) [Signature]

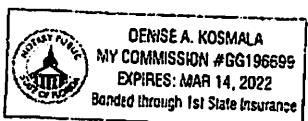
BY: [Signature]
President of the Association
Susan Vicedomini

(Print) Ray Rodriguez

STATE OF FLORIDA
COUNTY OF COLLIER

The foregoing instrument was acknowledged before me by means of [] physical presence or [] online notarization this 23 day of June 2021 by Susan Vicedomini who is personally known to me or produced Personally Know as identification and did/did not take an oath.

NOTARY PUBLIC:



[Signature]
STATE OF FLORIDA (SEAL)
My Commission Expires: 3-14-22

* See page 1, Corrected Amendment to the Bylaws of Lely Resort Master Property Owner Association, Inc.

My Commission Expires:

WITNESSES:

(Sign) [Signature]

(Print) Phillip Smith

(Sign) [Signature]

(Print) _____

LELY RESORT MASTER PROPERTY OWNERS ASSOCIATION, INC.

BY: [Signature]
Secretary of the Association
Kenneth Haar

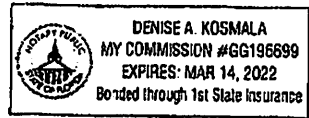
STATE OF FLORIDA
COUNTY OF COLLIER

The foregoing instrument was acknowledged before me by means of [] physical presence or [] online notarization this 29 day of June 2021 by Kenneth Haar who is personally known to me or produced Personally Know as identification and did/did not take an oath.

[Signature]

NOTARY PUBLIC:

STATE OF FLORIDA (SEAL)
My Commission Expires: 3/14/2022



CORRECTED*
**AMENDMENT TO THE BYLAWS OF LELY RESORT MASTER PROPERTY
OWNER ASSOCIATION, INC.**

NOTE: WORDS BEING ADDED ARE UNDERLINED AND WORDS BEING REMOVED ARE ~~STRUCK THROUGH~~.

**ARTICLE IX
DEFAULT**

If the assessments are not paid on the date when ~~due~~ate, then such assessments shall become delinquent and shall bear simple interest thereon at ~~three (3%)~~ eighteen (18%) percent ~~over the Prime of Chase Manhattan Bank, adjusted monthly,~~ until the assessment is paid and shall also include late fees as allowed by F.S. 720.3085 as amended from time to time and all costs of collection, including a reasonable attorneys' fee, and should legal proceedings be required, to enforce collection of payment of an assessment the same may be foreclosed as a lien against the dwelling units against which the assessment was made in the same manner provided for enforcement which the assessment was made in the same manner provided for enforcement of claims of mechanics' lien under the laws of the State of Florida.

REMAINDER OF SECTION UNCHANGED

*The Article referenced in the prior recording inadvertently was listed as IX. It is XIII.

**ARTICLE XIII
ASSESSMENTS
"Creation of the Lien and Personal Obligation"**

C. The initial, annual and special assessments, together with interest, late fees as allowed by F.S. 720.3085 as amended from time to time 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, late fees as allowed by F.S. 720.3085 as amended from time to time 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 unpaid assessments and all other amounts shall also be the personal obligation of each person who became 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 conveyance.

F. The purpose, amount, rate, exemption from and nonpayment of the of initial, annual and special assessments, and the establishment of annual budgets shall be as set forth in the Lely Resort Master Property Owners Association's, Inc., Bylaws. The assessments are due quarterly on the first day of the quarter. The assessment rate is a fraction the numerator of which is 1 and the denominator of which is the total number of Plots subject to the assessment. Currently the assessment rate is 1/5,284. The assessment rate shall automatically be adjusted accordingly if Plots are added or removed. If Plots are combined into a single homesite the assessment rate will not be adjusted and the Plot Owner is obligated to pay an assessment for each Plot or portion of a Plot.