

PREPARED BY
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**CERTIFICATE OF RECORDATION OF AMENDMENT TO THE DECLARATION OF
GENERAL COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
LELY RESORT**

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 amendments to the Declaration of General Covenants, Conditions and Restrictions for Lely Resort and to the Articles and Bylaws of Lely Resort Master Property Owners Association, Inc., were duly approved and adopted by a sufficient vote of the Members at a properly noticed Members meeting at which a quorum was present held on March 24, 2025 and by the Board of Directors. 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 24th day of March, 2025.

WITNESSES:

(Sign) Emily Kuntz

LELY RESORT MASTER PROPERTY
OWNERS ASSOCIATION, INC.

(Print) Emily Kuntz

(Sign) Melissa Clarke

BY: Susan Vicedomini
President of the Association

(Print) Melissa Clarke

Susan Vicedomini

**STATE OF FLORIDA
COUNTY OF COLLIER**

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 24th day of March 2025 by Susan Vicedomini who is personally known to me or produced _____ as identification and did/did not take an oath.

NOTARY PUBLIC:

Sandra Teague

STATE OF FLORIDA (SEAL)
My Commission Expires: 2/4/28



SANDRA TEAGUE
Notary Public, State of Florida
Commission No. HH 488562
My Comm. Exp. Feb. 4, 2028

WITNESSES:

(Sign) Emily Kuntz

LELY RESORT MASTER PROPERTY
OWNERS ASSOCIATION, INC.

(Print) Emily Kuntz

(Sign) Melissa Clarke

BY: Kenneth Haar
Secretary of the Association

(Print) Melissa Clarke

Kenneth Haar

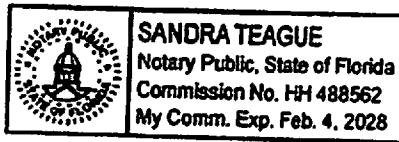
STATE OF FLORIDA
COUNTY OF COLLIER

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 24th day of March 2025 by Kenneth Haar as Secretary who is personally known to me or produced _____ as identification and did/did not take an oath.

NOTARY PUBLIC:

Sandra Teague

STATE OF FLORIDA (SEAL)
My Commission Expires: 2/4/28



AMENDED DECLARATION OF GENERAL COVENANTS, CONDITIONS AND RESTRICTIONS

FOR LELY RESORT

KNOW ALL PERSONS BY THESE PRESENTS that on March 13, 1990, the original Declaration of General Covenants, Conditions and Restrictions for Lely Resort was recorded in Official Record Book 1513, at Page 835 *et seq.*, of the Public Records of Collier County, Florida. The Declaration, as it has been amended, is hereby further amended.

The land subject to this Declaration (hereinafter the "Property") is more particularly described on Exhibit "A", attached hereto and made a part hereof.

No additional land is being added by this instrument and no land is being removed by this instrument. The covenants, conditions and restrictions contained in this Declaration shall run with the land and be binding upon and inure to the benefit of all present and future Owners. The acquisition of title to a Plot or any other ownership interest in the Property, or the lease, occupancy or use of any portion of a Plot or the Property, constitutes an acceptance and ratification of all provisions of this Declaration as amended from time to time, and an agreement to be bound by its terms.

ARTICLE I DEFINITIONS

- 1.1 "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. The Common Areas shall specifically include all Conservation Areas, Wetlands and all storm water management systems that serve the Property.
- 1.2 "Declaration" shall mean and refer to this document entitled Amended Declaration of General Covenants, Conditions and Restrictions, as the same may be amended from time to time.
- 1.3 "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.
- 1.4 "Master Property Owners Association or MPOA" 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.
- 1.5 "Governing Documents" shall mean this Declaration and the Articles of Incorporation and Bylaws of the Master Property Owners Association and, in the case of a Neighborhood, the Neighborhood Declaration, and the Articles of Incorporation of the Property Controlling Organization, 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, and the Declaration in that order, shall control.

- 1.6 “Members and Owners” shall mean and refer to those persons who are record Owners of a Dwelling Unit and/or Plot.
- 1.7 “Neighborhood” shall mean and refer to any single-family development, condominium project, villa project, cluster development, apartment or other sub-area development.
- 1.8 “Property Controlling Organization or PCO” 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.
- 1.9 “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 be a PCO for the common use and enjoyment of its Members.
- 1.10 “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.
- 1.11 “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.
- 1.12 “Plot” shall mean and referred to a platted lot, a platted parcel, a condominium unit, together with the undivided share of the common elements which is appurtenant to the unit, or any quantity of land; including any fixtures and improvements thereon, capable of being described with such definitions that its locations and boundaries may be established, which is designated to be used, developed and conveyed as a unit.
- 1.13 “Property” shall mean and refer to those certain lands described on **Exhibit “A”**.
- 1.14 “P.U.D.” shall mean and refer to Collier County Ordinance 85-17.
- 1.15 “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 systems, recreational facility, landscaping, exterior lighting or landscape device or object.

ARTICLE II

MPOA’S RIGHTS AND POWERS

- 2.1 “Master Property Owners Association and Common Area”
 - (a) The MPOA shall have all the rights and powers granted to it in the Governing Documents and to a not for profit corporation and Homeowners Association under Chapters 617 and 720 Florida Statutes as they exist on the day this Declaration is recorded in the public records of Collier

County, Florida it being the intent that future substantive changes to the Statutes will not override or cancel anything contained in the Governing Documents unless the law is (i) expressly made retroactive, (ii) is wholly procedural, or (iii) the specific reference to the law contained in the Governing Documents is followed by the phrase “as amended from time to time. Further, as the original Declaration did not contain “Kaufman” language the substantive changes made to Chapter 720 in 2024 did not and do not cancel any of the Use Restrictions contained in Article III below that were recorded in the public records of Collier County on April 17, 2024 at OR Book 6350 PG 818 which said Article III Use Restrictions have been incorporated herein unchanged from when they were recorded.

(b) The right to use Common Area may be subject to reasonable rents, fees and other charges in favor of the Master Property Owners Association.

2.2 “Enforcement”

(a) So long as the MPOA owns any of the lands described on **Exhibit “A”**, the MPOA shall have the right and power to enforce the covenants, conditions, restrictions and other provisions imposed by this Declaration and the other Governing Documents 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 the Master Property Owners Association or by a PCO 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 attorney’s fees, including those resulting from any appellate proceedings, incurred by the Master Property Owners Association and 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 Owners Plot collectable in the manner provided in Article VI.

(b) The MPOA has the power, (i) to enforce the covenants, conditions, restrictions, and other provisions of this Declaration and the other Governing Documents, and (ii) to delegate or assign, either exclusively or non-exclusively, any or all of its rights, duties, powers or privileges hereunder to the Master Property Owners Association or PCO, or to an Owner or to any other persons.

2.3 “Neighborhood Covenants” The MPOA 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.

2.4 “Lely Community Development District” A portion of the land described on **Exhibit “A”** is part of the Lely Community Development District and subject to the terms of the Lely Community Development District as recorded January 16, 1991, in O.R. Book 1586, Pages 530 through 541 inclusive, of the public records of Collier County, Florida.

ARTICLE III

USE RESTRICTIONS * See Section 2.1(a) above.

- 3.1 **"Governance"** The Master Property Owners Association (MPOA) must establish and maintain a standing committee hereafter referred to as the Master Architectural Review Committee (MARC). The purpose and authority of the MARC is to: (1) to adopt, maintain, amend from time to time, and enforce a set of standard and consistent architectural and landscaping guidelines (the MARC Guidelines) for the membership, (2) if requested to assist Homeowners Associations, Condominium Associations and Commercial Property Establishments (each known as a Property Controlling Organization or PCO) within the Lely Resort community in identifying the steps required when establishing architectural and landscape standards of their own and making significant changes or improvements to properties within the Lely Resort community, (3) monitor architectural and landscaping rules and restrictions adopted by any PCO within the Lely Resort community. The MARC will provide guidance whether PCO rules and restrictions violate, conflict with, or contradict the ARTICLES OF INCORPORATION, the DECLARATION OF GENERAL COVENANTS. CONDITIONS AND RESTRICTIONS FOR LELY RESORTS, the BY-LAWS OF LELY RESORT MASTER PROPERTY OWNERS' ASSOCIATION. INC, and the Board Adopted RULES AND REGULATIONS (collectively known as the MPOA Governing Documents) and the MARC Guidelines, (4) provide interpretations of the rules and restrictions in the MPOA Governing Documents and the MARC Guidelines for any PCO or Members and Owners where ambiguities or inconsistencies arise, (5) if requested, review proposed architectural and landscaping changes, modifications or improvements designed to maintain a harmonious and aesthetically pleasing design for the Lely Resort community: and use reasonable efforts to protect and enhance property values, (6) approve all changes and additions to common areas within Lely Resort outside the boundaries of the individual PCO and easements, (7) monitor the maintenance of properties within Lely Resort both personal and commercial regarding their adherence with safe and generally accepted aesthetically appropriate standards. and (8) bring violations to the attention of the MPOA or PCO for purposes of enforcement by the MPOA or PCO as applicable. The MARC is not primarily responsible for: (i) the approval, governance or enforcement of any architectural or landscaping rule imposed by an individual PCO as long as such rule does not conflict with the MPOA Governing Documents or the MARC Guidelines, or (ii) resolving disputes between a PCO, and Members and Owners, unless said dispute arises from a conflict or contradiction between the PCO's governing documents and the MPOA Governing Documents or the MARC Guidelines. However, the MARC may serve as a mediator in the event of a dispute between a PCO and its members. In the event of an inconsistency between the MARC Guidelines and the MPOA Governing Documents, the MPOA Governing Documents shall control. Any and all restrictions shall be enforced according to state and federal law.
- 3.2 **"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. MPOA/MARC reserves, solely unto itself, the right and the power to assign and reassign 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.
- 3.3 **"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

either the PCO with governing authority over the Plot or, if the PCO fails to timely act, the MPOA/MARC. Refusal of approval of such plans may be based upon any lawful and reasonable ground, including purely aesthetic grounds, and shall be solely within the discretion of the PCO with governing authority over the Plot, or if the PCO fails to timely act, the MPOA/MARC. The approval by the PCO with governing authority over the Plot or, if the PCO fails to timely act, the MPOA/MARC, 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 Member or Owner, prior to the commencement of any improvement shall: (1) submit initial plans, including a site analysis, schematic landscape plan, floor plan and exterior elevation; 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 PCO with governing authority over the Plot or, if the PCO fails to timely act, the MPOA/MARC shall, in writing, approve, reject or approve subject to change, such required plans, proposals and specifications as submitted. If any improvement is constructed or altered without the prior written approval of the PCO with governing authority over the Plot or, if the PCO fails to timely act, the MPOA/MARC, the Member or Owner shall, upon demand of the PCO with governing authority over the Plot or, if the PCO fails to timely act, the MPOA/MARC, cause such improvement to be removed, remodeled or restored in order to comply with the requirements of this section. The Member or 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 PCO with governing authority over the Plot or, if the PCO fails to timely act, the MPOA/MARC. Such costs will be the basis for an individual assessment. A Member or Owner must obtain approval from the PCO with governing authority over the Plot first. A PCO may request an opinion of compliance from the MARC for any such alteration.

- 3.4 “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 towards completion for a continuous three month period, then the MPOA/MARC 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 MPOA/MARC and may include, but not be limited to, purely esthetic grounds. The Owner in fact of the Plot shall be liable for all costs incurred in such action and the total cost thereof will be a lien on his Plot, which lien may be foreclosed in the matter provided for foreclosure provided by law in the State of Florida.
- 3.5 “Antennas and Solar Panel(s)” The location of a television antenna, including satellite dishes, other antenna, or solar panel(s) must be specifically approved in writing by the PCO with governing authority over the Plot or, if the PCO fails to timely act, the MPOA/MARC. The approved location of the antenna, satellite dish, or solar panel(s) shall be conditioned on legitimate safety considerations including size, placement, and appearance.
- 3.6 “Animals” No invasive animal, other 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.

- 3.7 **“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.
- 3.8 **“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 MPOA/MARC may take appropriate action to place it in a neat condition and in such event shall charge the Owner for the cost of the work period 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 and shrubbery, the MPOA/MARC shall have the right to enter upon its property, water the lawn and shrubbery and charge the Owner for the cost of watering the lawn and shrubbery. Such charges, until paid, will be a lien against the Owners Plot.
- (c) Vacant Plots shall be maintained by the Owner from the date of closing of such Plot.
- 3.9 **“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 object shall be permitted to accumulate on or adjacent to a Plot. Garbage or trash burning shall not be permitted. All other horticulture trimmings shall be promptly removed from the Plot.
- 3.10 **“Offensive Activity”** No noxious or offensive activity shall be carried on a Plot or upon any part, portion or track thereof, nor shall anything be done thereon which may be or become nuisance or annoyance.
- 3.11 **“Garage Doors”** Operable doors shall be provided for all garages. Vehicle garage doors shall be normally closed except to provide vehicles ingress or egress or for reasonable periods related to Dwelling Unit maintenance.
- 3.12 **“Factory Built Structures”** No structures of any kind of which is commonly known as factory built, modular or mobile home type construction shall be erected without the prior written consent of MPOA/MARC.

- 3.13 “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 material 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. Prior to any subsurface construction or maintenance of a Dwelling Unit, the homeowner shall cause the location of the Underground Utility Lines to be plainly marked.
- 3.14 “Temporary And Accessory Structures” No tents or temporary structures shall be permitted unless their size, appearance and temporary locations shall have been approved by the MPOA/MARC in writing.
- 3.15 “Air Conditioning” All air conditioning units shall be shielded and hidden so that they shall not be readily visible from any other Dwelling Unit.
- 3.16 “Signs” No signs may be installed unless consistent with PCO guidelines, rules and regulations, including the length of time the sign may be placed. If the PCO does not have such guidelines, rules or regulations, the location and length of time the sign may be placed shall be approved by the MPOA/MARC.
- 3.17 “Mailboxes” Mailboxes and their supporting structure shall be approved by the PCO with governing authority over the Plot or, if the PCO fails to timely act, the MPOA/MARC.
- 3.18 “Outside Storage” No outside storage or outbuilding of any kind shall be permitted without the written approval of the MPOA/MARC. Temporary construction trailers during the actual construction of any structure shall be permitted.
- 3.19 “Close 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 other Dwelling Unit.
- 3.20 “Driveways, Off-Street Parking and Sidewalks”
- (a) Residential driveway surfaces shall consist of driveway pavers or concrete and any associated sidewalks that transect the driveway.
 - (b) Off-street parking area surfaces shall consist of roadway pavers, bituminous concrete, or asphalt.
 - (c) Sidewalk surfaces shall consist of sidewalk pavers or concrete.
- 3.21 “Personal Use Vehicles, Motorcycles, Commercial Vehicles, Recreational Vehicles, Mobile Homes, Boats, Campers and Trailers”
- (a) No motorcycles, commercial vehicles, trailers, recreational vehicles (RVs) all-terrain vehicles (ATVs), boats or any other vehicle not designated as private use vehicles of any kind shall be placed, parked or stored outside of an enclosed garage area 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. To qualify as a personal use vehicle, a vehicle must meet all of the following criteria:

- i. Vehicle can only be for personal use.
 - ii. Vehicle must be of a vehicle type consistent with the Florida Motor Vehicle Division Tax Class 01 (passenger vehicles, private use) or Tax Class 31 (lightweight trucks under 5,001 lbs.) regardless of the state of actual registration. Class 01 includes: sedans, station wagons, mini vans and SUV's. Class 31 includes pick-ups and vans up to a net weight of 5,000 lbs.
 - iii. Vehicle cannot have any commercial signage, whether permanent or temporary.
- (b) No maintenance or repair work shall be performed upon any boat or motor vehicle not owned or controlled by the MPOA on any Common Areas or in public view.
- (c) All vehicles parked in public view must be:
- i. Properly registered and insured.
 - ii. Operational, in good repair and not leaking fluids.
 - iii. Free of unsightly body or paint damage.
 - iv. Open-bed trucks must either be covered with a factory-manufactured tonneau cover or be kept in a clean, well-maintained manner. No uncovered open-bed trucks may contain trash, garbage, or refuse in the bed. Regardless of whether a truck bed is covered or not, no truck may store any items in the bed which emit offensive odors, are explosive in nature, or are toxic in nature.
- (d) Vehicles shall not be used as a domicile or residence, either permanent or temporary.
- (e) The MPOA or PCO shall have the right to tow any vehicle parked in violation of these requirements or if the vehicle gives the appearance of having been abandoned at the expense of the owner of the vehicle.

3.22 "Hotels" Hotels may be built on any portion of the Property, provided that no Owner shall build or develop any portion of the Property for hotel use without the prior written consent of MPOA/MARC which consent must be recorded in the Public Records of Collier County, Florida against the approved site of the Hotel. A Hotel shall constitute a Plot for all purposes hereunder. For the avoidance of doubt, this section shall not preclude a homeowner from renting its property consistent with the guidelines, rules, and regulations of the PCO.

3.23 "Subdivisions and Regulations of Lands"

(a) No Plot shall be divided or subdivided without the express written consent of MPOA/MARC who may impose certain requirements on Members and Owners to comply with the provisions of the P.U.D. MPOA/MARC 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 or Owners and shall not be exceeded without the prior express written approval of MPOA/MARC, which approval may be denied at the sole discretion of MPOA/MARC.

(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 any plan of condominium ownership and, particularly, a condominium shall not be construed as constituting a subdivision of any kind.

(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 MPOA/MARC, which approval may be denied at the sole discretion of MPOA/MARC.

(d) No Member or Owner shall install any potable or irrigation well or draw irrigation water from any lake or drainage area without the prior written approval of MPOA/MARC.

3.24 "Water Management and Drainage Areas" No structure of any kind shall be constructed or erected, nor shall a Member or 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 to or intended by MPOA/MARC to be reserved for drainage, waste, sluiceways or for accumulation of runoff waters, as reflected in any Plat or instrument of record without the specific written permission of the Lely Community Development District and the MPOA/MARC. Any amendment which would affect the surface water system, including the water management portions of the common area, must have the prior approval of the South Florida Water Management District.

(a) A Member or Owner shall, in no way, deny or prevent ingress and egress by MPOA/MARC or the Lely Community Development District 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 MPOA/MARC, the Lely Community Development District, or any appropriate governmental or quasi-governmental agency that may reasonably 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 or is permitted by easement. Members and Owners 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 MPOA/MARC.

(c) Individual Owners of a Plot will be required to direct the flow of its storm water as prescribed by the MPOA/MARC.

3.25 "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 Owners 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 the PCO or MPOA/MARC 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.

3.26 "Variances"

(a) The MPOA/MARC may authorize variances from compliance with any of the architectural provisions of this Declaration when circumstances such as topography, natural obstructions, hardship, aesthetic, or environment dictate which must be signed by at least two (2) members of the MPOA/MARC. If such variances are granted, no violation of the covenants, conditions and restrictions contained in this Declaration shall be deemed to have occurred with respect to the matters for which the variances were granted. The granting of such a variance shall not, however, operate to waive any of the terms and provisions of this Declaration for any purpose except as to the particular property and particular provisions hereof covered by the variance, nor shall it affect in any way the Member's or Owner's obligation to comply with all governmental laws and regulations affecting his or her use of the Lot, including, but not limited to, zoning ordinances and setback lines or requirements imposed by any governmental or municipal authority. The MPOA Board of Directors may overrule and void any variance granted by the MARC if such action is taken within twenty (20) days from the date the variance is granted.

3.27 "Roofing Material"

(a) Asphalt shingles are not permitted as roofing material on residential Dwelling Units.

ARTICLE IV

MASTER PROPERTY OWNERS ASSOCIATION'S

RIGHTS AND POWERS

4.1 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.

4.2 The Master Property Owners Association shall be responsible for the operation, maintenance, repair, and if necessary, the replacement of the following:

(a) Such access control systems, gatehouses and other access control 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 or Neighborhoods.

(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 and/or wetland 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. Wetland mitigation monitoring shall be required and it shall be the Master Property Owners Association's responsibility to complete the task successfully, including meeting all conditions associated with mitigation, maintenance and monitoring.

(e) The South Florida Water Management District shall have the right to take enforcement action, including a civil action for an injunction and penalties against the Master Property Owners Association to compel it to correct any outstanding problems with the surface water management system facilities or in mitigation or conservation areas under the responsibility or control of the Master Property Owners Association.

4.3 "Wetland Mitigation" If wetland mitigation or monitoring is required, the Master Property Owners Association shall be responsible to carry out this obligation and complete the task successfully, including meeting all conditions associated with wetland mitigation, maintenance and monitoring.

4.4 "Existence" The Master Property Owners Association exists in perpetuity; however, if the Master Property Owners Association is dissolved, the property and assets of the Master Property Owners Association including, but not limited to, the property consisting of the surface water management system, shall be dedicated to an appropriate public agency to be used for purposes similar to those for which this Master Property Owners Association was created. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any nonprofit corporation, association, trust or organization to be devoted to such similar purposes.

ARTICLE V

PROPERTY RIGHTS

AND

MASTER PROPERTY ASSOCIATION COMMON AREA

5.1 "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 the MPOA 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 the MPOA.

5.2 "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 a pertinent 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.

5.3 "Delegation of Rights"

(a) Members and Owners may delegate their right of use in and to the Master Property Owners Association Common Area to reside or work in or on the Members' and Owners' Plot and to the Members' and Owners' guests, but only to the extent subject to the 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 Associations rules and regulations by such person shall be deemed to be an infraction by such Member.

5.4 "Conveyance and Use"

(a) Any real property conveyed, dedicated on any recorded plat, leased or the use of which has been granted 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.

5.5 "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 .

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

5.6 “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 Owners 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

6.1 “Members”

(a) Every Owner shall be a Member 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.

6.2 "Voting Rights" All of the dwelling units and or plots shall have one vote for each dwelling unit, and or plot owned by it.

As required by the Master Property Owners Association in its By-Laws, all Owners of Plots for which there is a PCO shall cast their votes on Master Property Owners Association business directly with the PCO. Each PCO shall, in its By-Laws, establish a procedure by which Owners shall cast their votes on Master Property Owners Association matters. Each PCO shall have the duty to collect and tabulate its Members' votes. Each PCO 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 PCO, and that does not result in the casting or fractional votes.

ARTICLE VII

ASSESSMENTS

7.1 "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) a resale capital assessment as provided in the Bylaws at the time of closing of the conveyance of a Plot to a Member and Owner; (ii) annual assessments; (iii) special assessments for capital improvements and unexpected or unbudgeted expenses and (iv) charges properly levied against individual Owners without participation from other Owners.

(b) The Master Property Owners Association shall have the power to make and collect assessments against Members to defray the cost, 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 resale, annual and special assessments, together with the interest and cost collection, including reasonable attorney's fees, which include those resulting from any court proceedings, shall be a continuing lien upon the Plot against which such assessment is made.

(d) Each such assessment and individual charge, together with interest and costs of collection, including reasonable attorney's fees, which includes those resulting from court 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 as provided in Section 720.3085, Florida Statutes as amended from time to time. 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 or her Ownership and such personal obligations 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 PCO 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 Associations 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) “Charge” means any legal or equitable indebtedness to the Master Association incurred by, or on behalf of, an Owner, other than assessments for common expenses.

Assessments and charges shall be a continuing lien upon the Plot of any Owner and the assessment and charges 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 assessments and charges 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 assessments and charges which fall due prior to or during the term of his or her ownership and such personal obligation shall survive any conveyance of any Plot.

7.2 “Lien”

(a) If any member fails to pay any assessment or make any other payment herein or required to be paid to the Master Property Owners Association, then the Master Property Owners Association is hereby granted a lien on such Owners 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 the 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 attorney’s fees, which includes those resulting from appellate proceedings which may be incurred by the cost of performing any other work required to enforce compliance with this Article VI.

(b) The lien herein granted 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. The MPOA’s lien shall relate back to the date the original Declaration was recorded in the public records and is therefore superior to all other liens and encumbrances except the lien of a first mortgage that was recorded prior to the recording of the MPOA’s lien and a lien

for ad valorem property taxes. The MPOA's lien shall be foreclosed as provided in Section 720.3085, Florida Statutes as amended from time to time.

(c) The Master Property Owners Association may bring an action at law against an Owner to pay his or her personal obligations to the Master Property Owners Association, and it may foreclose the lien against his or her Plot. An Owner against whom any such proceeding is successfully brought shall pay all costs of collection, including reasonable attorney's 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 or her Plot.

- 7.3 "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 mortgage and recorded before the MPOA's lien is recorded. For the purpose of this Section 7.3, an institutional mortgage 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.

ARTICLE VIII

PROPERTY CONTROLLING ORGINIZATON

8.1 "Individual Property"

(a) In the event that any PCO, which has been granted a right of enforcement, 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, the MPOA 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.

8.2 "Entry Rights"

(a) Each PCO and each Owner shall permit the MPOA 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 PCO's or Owner's water, from an outside spigot in reasonable amounts, without compensation to the PCO 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 the structure located on any Plot.

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

8.4 “Neighborhood Covenants” The MPOA reserves the right and the power, with the consent of of the Members as provided below:

(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

9.1 “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, the MPOA is hereby authorized and empowered by all of the Owners, when the MPOA, 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 also plant and sanitary sewer system and any other facilities or services customarily furnished or provided by local governmental agencies.

9.2 Each Owner shall install, subject to the written approval of 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 the MPOA 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 MPOA.

ARTICLE X

PROTECTIVE COVENANTS RUNNING WITH THE LAND

10.1 The covenants, restrictions, and other provisions of this Declaration and General Covenants, Conditions and Restrictions shall run with and bind the properties described on **Exhibit “A”** and shall inure to the benefit of the MPOA or any Owner subject to this Declaration, their respective heirs, successors and assigns . Notwithstanding anything else to the contrary contained herein or elsewhere, this Declaration may be amended with the approval of a majority of the votes present and voting, in person or by proxy, at a meeting and cast by the PCO Voting Representative as provided in the Bylaws. The intent is to allow a majority of the actual votes cast at the meeting to approve amendments as opposed to a majority of total voting interests in the MPOA.

10.2 “Amendments” The MPOA, in accordance with Section 10.01 may, 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.

10.3 “Other Documents” the MPOA, 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.

- 10.4 “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 provision of this Declaration, all of which shall remain in full force and effect.
- 10.5 During an event of dissolution of the Master Property Owners Association each member shall continue to be subject to the annual assessments and such Member shall continue to be personally obligated to the Master Property Owners Association for such assessment to the extent that such assessments are required to enable the Master Property Owners Association, to properly maintain, operate and preserve it.
- 10.6 “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.
- 10.7 “Notices”
- (a) 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 or electronically transmitted 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 or if electronically transmitted to the e-mail address provided to the MPOA for that purpose.
- 10.8 “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.
- 10.9 Interpretation; Disputes. The Board of Directors is responsible for interpreting the provisions of this Declaration, its exhibits and rules promulgated by the Board. Such interpretation shall be binding upon all parties unless wholly unreasonable. A written opinion rendered by legal counsel retained by the Board that an interpretation adopted by the Board is not unreasonable shall conclusively establish the validity of such interpretation. In the event there is any dispute as to whether the use of the Property complies with the covenants and restrictions contained in this Declaration, its exhibits or the rules promulgated by the Board the matter shall be referred to the Board and the determination of the Board with respect to such dispute shall be dispositive on the issue and binding on all parties.
- 10.10 **DISCLAIMER OF LIABILITY OF MPOA. NOTWITHSTANDING ANYTHING CONTAINED HEREIN OR IN THE ARTICLES OF INCORPORATION, BYLAWS, OR ANY RULES AND REGULATIONS OF THE MPOA OR ANY OTHER DOCUMENT GOVERNING, BINDING ON OR ADMINISTERED BY THE MPOA (COLLECTIVELY, THE “GOVERNING DOCUMENTS”), THE MPOA SHALL NOT BE LIABLE OR RESPONSIBLE FOR, OR IN ANY MANNER A GUARANTOR OR INSURER OF, THE HEALTH, SAFETY OR WELFARE OF ANY OWNER, OCCUPANT OR USER OF ANY PORTION OF THE PROPERTIES INCLUDING, WITHOUT**

LIMITATION, RESIDENTS AND THEIR FAMILIES, GUESTS, INVITEES, AGENTS, SERVANTS, CONTRACTORS OR SUBCONTRACTORS OR FOR ANY PROPERTY OR ANY SUCH PERSONS, WITHOUT LIMITING THE FOREGOING:

(a) IT IS THE EXPRESS INTENT OF THE GOVERNING DOCUMENTS THAT THE VARIOUS PROVISIONS THEREOF WHICH ARE ENFORCEABLE BY THE ASSOCIATION AND WHICH GOVERN OR REGULATE THE USES OF THE PROPERTIES HAVE BEEN WRITTEN, AND ARE TO BE INTERPRETED AND ENFORCED, FOR THE SOLE PURPOSE OF ENHANCING AND MAINTAINING THE ENJOYMENT OF THE PROPERTIES AND THE VALUE THEREOF;

(b) THE MPOA IS NOT EMPOWERED, AND HAS NOT BEEN CREATED, TO ACT AS AN ENTITY WHICH ENFORCES OR ENSURES THE COMPLIANCE WITH THE LAWS OF THE UNITED STATES, STATE OF FLORIDA, COLLIER COUNTY AND/OR ANY OTHER JURISDICTION OR THE PREVENTION OF TORTUOUS ACTIVITIES OR PANDEMICS.

(c) ANY PROVISIONS OF THE GOVERNING DOCUMENTS SETTING FORTH THE USES OF ASSESSMENTS WHICH RELATE TO THE HEALTH, SAFETY AND/OR WELFARE SHALL BE INTERPRETED AND APPLIED ONLY AS LIMITATIONS ON THE USES OF ASSESSMENT FUNDS AND NOT AS CREATING A DUTY OF THE MPOA TO PROTECT OR FURTHER THE HEALTH, SAFETY OR WELFARE OF ANY PERSON(S), EVEN IF ASSESSMENT FUNDS ARE CHOSEN TO BE USED FOR ANY SUCH REASON.

(d) EACH OWNER AND EACH OTHER PERSON HAVING AN INTEREST IN OR LIEN UPON ANY PORTION OF THE PROPERTIES SHALL BE BOUND BY THESE DISCLAIMERS AND SHALL BE DEEMED TO HAVE AUTOMATICALLY WAIVED ANY AND ALL RIGHTS, CLAIMS, DEMANDS AND CAUSES OF ACTION AGAINST THE MPOA ARISING FROM OR CONNECTED WITH ANY MATTER FOR WHICH THE LIABILITY OF THE MPOA HAS BEEN DISCLAIMED HEREIN.

(e) AS USED HEREIN "MPOA" SHALL INCLUDE WITH ITS MEANING ALL OF THE MPOA'S DIRECTORS, OFFICERS, COMMITTEE MEMBERS, EMPLOYEES, AGENTS, CONTRACTORS (INCLUDING MANAGEMENT COMPANIES), SUBCONTRACTORS, SUCCESSORS AND ASSIGNS.

EXHIBITS

A – The land

B – The Articles of Incorporation

C – The Bylaws

D – The SFWMD Permit incorporated herein by reference but not attached.

EXHIBIT "A"



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

ENGINEERS PLANNERS SURVEYORS
1383 AIRPORT • PULLING ROAD NORTH NAPLES, FLORIDA 33942-9966 (813) 843-2525

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°55'16" 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°58'03" 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)

OR BOOK 111513

PAGE 110863

WILSON • MILLER • BARTON • GOLL & PERK, INC.

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)

001513
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 425.42 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;

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PAGE

(continued on page 3)



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

111513
OR BOOK

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)

1100865
PAGE

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 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 378.00 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, P.L.S. #493

DATE

12-15-90

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