

**PROPOSED AMENDMENTS TO THE DECLARATION OF GENERAL  
COVENANTS, CONDITIONS AND RESTRICTIONS FOR LELY RESORT.**

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

1. Article III, is amended to read:

**ARTICLE III  
USE RESTRICTIONS**

3.01 “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) 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) ensure architectural and landscaping rules and restrictions adopted by any PCO within the Lely Resort community do not 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 intent of the rules and restrictions in the MPOA Governing Documents and the MARC Guidelines for any PCO or Members and Owners where ambiguities arise, (5) ensure all proposed architectural and landscaping changes, modifications or improvements maintain a harmonious and aesthetically pleasing design for the Lely Resort community; and protect and enhance property values, (6) approve all changes and additions to common areas within Lely Resort outside the boundaries of the individual Associations and easements, (7) ensure the maintenance of property within Lely Resort both personal and commercial is maintained to 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 responsible for: (1) 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 (2) 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. The PCOs will be responsible for the governance, approval, and enforcement of all architectural and landscaping rules and restrictions within the boundaries of said PCO, unless explicitly addressed in the MPOA Governing Documents or the MARC Guidelines. Any and all restrictions shall be enforced according to state and federal law.

3.0+2 “Use” All Plots shall be used only for such purposes set forth in the Lely, A Resort Community, P.U.D. Ordinance, being Collier County Ordinance 85-17, as Amended.

~~Declarant~~MPOA/MARC reserves solely unto itself the right and the power to assign and re-assign various land use 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.

3.023 “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 the ~~Declarant~~MPOA/MARC. 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 PCO with governing authority over the Plot or the ~~Declarant~~MPOA/MARC. The approval by the ~~Declarant~~ PCO with governing authority over the Plot or 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 elevations; and (2) submit final plans which shall include color and materials selections, landscaping plan, final site plan and complete set of construction plans and specifications. After receipt of each required submittal ~~Declarant~~ PCO with governing authority over the Plot or the MPOA/MARC 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~~ PCO with governing authority over the Plot or the MPOA/MARC, the Member or Owner shall, upon demand of the ~~Declarant~~ PCO with governing authority over the Plot or 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 the ~~Declarant~~MPOA/MARC. Such cost 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. If a material alteration is clearly visible from Common Areas under governance of the MPOA, LCDD, Collier County or adjacent Neighborhoods, additionally MPOA/MARC approval of plans in accordance with this section must be obtained. For clarity this includes Neighborhood Common Areas associated with any PCO which are clearly visible from the Common Areas of another governing body, such as but not limited to signage, perimeter walls and landscaping, and roofing.

3.034 “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~~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 ~~Declarant~~MPOA/MARC 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 ~~lean~~ a lien on the Plot, which lien may be foreclosed in the manner provided for foreclosure provided by law in the State of Florida.

3.045 “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~~ MPOA/MARC.

3.056 “Animals” No animals, livestock or poultry of any kind shall be raised, bred, or kept in any Dwelling Unit, or on the common areas. 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 purpose. No animal shall be allowed to run loose at any time.

3.067 “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.

3.078 “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 law 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~~ Owner from the date of closing ~~until a building permit is obtained for~~ of such Plot: ~~and the Master Property Owners Association shall assess a reasonable fee for such services, which shall be a lien against the Plot until paid.~~

3.089 “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 trimming, 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.

3.0910 “Offensive Activities” no noxious or offensive activity shall be carried on a Plot or upon any part, portion, or tract thereof, nor shall anything be or become a nuisance or annoyance.

3.4011 “Garage Doors” Operable doors shall be provided for all garages. Garage doors shall be closed except when vehicles are entering or exiting.

3.4112 “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~~ MPOA/MARC.

3.4213 “Underground Utility Lines” All electric and telephone lines and any other utility line running from any street to a Dwelling Unit or structure must be installed underground. Within the easement 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 easement.

3.4314 “Temporary and Accessory Storage” No tents or temporary structures shall be permitted unless their size, appearance and temporary location shall have been approved by ~~Declarant~~ the MPOA/MARC in writing.

3.4415 “Air Conditioning” All air conditioning units shall be shielded and hidden so that they shall not be readily visible from any Dwelling Unit.

3.4516 “Signs” No sign may be installed unless first approved by ~~Declarant~~ or the MPOA/MARC ~~Master Property Owners Association~~.

3.4617 “Mailboxes” Mailboxes and their supporting structure shall be approved by the MPOA/MARC ~~Master Property Owners Association~~.

3.4718 “Outside Storage” No outside storage or outbuilding of any kind will be permitted without written approval of the MPOA/MARC ~~Master Property Owners Association~~. Temporary construction trailers during actual construction of any structure shall be permitted.

3.4819 “Clothes Drying Areas” 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.

3.4920 “Driveways” ~~Driveways and off street parking areas shall be paved. Driveways, off-street parking, and sidewalks~~

(a) Residential driveway surfaces shall consist of driveway pavers

(b) Off-street parking area surfaces shall consist of roadway pavers or bituminous concrete

(c) Sidewalk surfaces shall consist of sidewalk pavers or concrete

3.2021 “Trucks, Commercial Vehicles, Recreational 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.

3.210522 “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 ~~Declarant~~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.

3.220623 “Subdivisions and Regulation of Lands”

(a) No Plot shall be divided or subdivided without the express written consent of ~~Declarant~~MPOA/MARC who may impose certain requirements on Members and Owners to comply with the provisions of the P.U.D. ~~Declarant~~MPOA/MARC shall assign the number of Dwelling Unit for each Plot and the number of Dwellings units assigned to each Plot shall not be increased by any Member ~~and/or~~ Owners and shall not be exceeded without the prior express written approval of ~~Declarant~~MPOA/MARC, which approval may be denied at the sole discretion of ~~Declarant~~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 improvement 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~~MPOA/MARC, which approval may be denied at the sole discretion of ~~Declarant~~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 ~~Declarant~~MPOA/MARC.

~~3.230724~~ “Water Management and Drainage Areas” No structure of any kind shall be constructed or erected, nor shall ~~an owner~~ 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 ~~Declarant~~MPOA/MARC to be reserved for drainage, waste, sluiceways or for the 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 ~~Declarant~~MPOA/MARC. Any amendment which would affect the surface water management system, including the water management portions of the common area, must have the prior approval of the South Florida Water Management District.

(a) ~~An~~ Member or Owner shall in no way deny or prevent ingress and egress by ~~Declarant~~MPOA or MARC or the Lely Community Development District to such water management and drainage areas of maintenance or landscape purposes. The right of ingress and egress and easements therefor are hereby specifically reserved and created in favor of the ~~Declarant~~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. 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 convey its storm water as prescribed by the MPOA/MARC.

### ~~3.240825~~ “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~~ 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 invitee of his tenants at any time.

### 3.0926 “Variances”

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 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”

Asphalt shingles are not permitted as roof material on residential Dwelling units.