

Prepared by and return to:
Meredith Peck Ralston, Esquire
Peck & Peck, P.A.
5200 Tamiami Trail North, Suite 101
Naples, Florida 34103

CERTIFICATE OF AMENDMENT

THE UNDERSIGNED, being the duly elected and acting President of Lely Civic Assn., Inc., a Florida not-for-profit corporation, does hereby certify that at a duly called meeting of the members held on November 21, 2023, where a quorum was present, after due notice, the attached Amendments to the Amended and Restated Declaration of Protective Covenants for Lely Golf Estates, Saint Andrews East Section, which was originally recorded at O.R. Book 287, Page 658, et. seq., of the Public Records of Collier County, Florida and which were Amended and Restated and recorded at O.R. Book 6209, Page 2596, et. seq., of the Public Records of Collier County, Florida, were approved by a proper percentage of the voting interests of the Saint Andrews East Section membership.

The Amended and Restated Declaration of Protective Covenants for Lely Golf Estates, Saint Andrews East Section is amended and the amendments are adopted in the form attached hereto and made a part hereof.

Dated: December 12, 2023

Lely Civic Assn., Inc., a Florida not-for-profit corporation

Maya Francos
Witness

By: *Lisa Rice McGarity*
Lisa Rice McGarity, President

Printed Name: Maya Francos
2340 Stanford Ct, Naples, FL 34112
Kathryn A. Flack

Witness
Printed Name: Kathryn A Flack
2340 Stanford Ct, Naples, FL 34112
STATE OF FLORIDA
COUNTY OF COLLIER

Acknowledged and subscribed before me, an officer duly authorized in the above mentioned state and county to take acknowledgments, by means of physical presence, this 12 day of December, 2023, by Lisa Rice McGarity, as President of Lely Civic Assn., Inc., who is personally known to me or presented identification, and who did take an oath, being duly authorized.



Kathryn A. Flack
Notary Public
Kathryn A Flack
Printed name of Notary
My Commission Expires

AMENDMENTS TO THE
AMENDED AND RESTATED DECLARATION OF PROTECTIVE COVENANTS FOR
LELY GOLF ESTATES, SAINT ANDREWS EAST SECTION

The Amended and Restated Declaration of Protective Covenants for Lely Golf Estates, Saint Andrews East Section (hereinafter the "Declaration") is amended as outlined below.

Note: Additions are indicated by underlining; language being deleted is indicated by ~~striking through~~.

1. Article II of the Declaration shall be amended to read as follows:

2.1 Utility Easements. Association hereby reserves an exclusive All Lots in this section contain easements along all street rights-of-way, along the rearmost ten (10) feet of each Lot, and along the outer five (5) feet of all side yards (where more than one Lot is used as a building site or where parts of one or more Lots are used as a building site, the outside boundaries of said building site shall carry said side yard easement), for water lines, butane and propane fuel lines, sewer lines, electric lines, telephone lines, television cable and any other pipes, lines or distributors for utilities or service to be furnished to fifty percent (50%) or more of the Lots within this subdivision. All telephone, electric, water, sewer, fuel lines and pipes or other distributors must be underground from the Lot line to the use connection. ~~The Association through its Board has the authority to grant additional easements and to modify, move or vacate such existing easements as may be necessary to efficiently and effectively provide utility and other services to the Lots.~~

~~2.2 Extent of Easements. The rights and easements of enjoyment created hereby shall be subject to the following:~~

- ~~A. The right of the Association, in accordance with its Bylaws, to borrow money for the purpose of improving and/or maintaining the Common Fixtures and providing the services herein; and~~
- ~~B. The right of the Association to impose Rules and Regulations governing the use of the Common Fixtures as further provided in the Bylaws.~~

2. Article IV, Section 4.1 of the Declaration shall be amended to read as follows:

4.1 Association Maintenance. The Association shall, in addition to other maintenance obligations contained elsewhere herein, have the maintenance, repair and replacement responsibility for all Common Fixtures that are not otherwise maintained by other parties or entities, including, but not limited to, ~~the Association owned Street signs and corresponding posts and the Hibiscus Golf~~

~~Course~~ Storm Water flood pump. The cost of such maintenance is a Common Expense of the Association.

[The Remainder of the Article Remains Unchanged]