



February 10, 2011

Shawn Lamey, Senior Planner  
Lee County Development Services  
1500 Monroe Street  
Ft Myers, FL 33901

**Re: Colony Corporate**  
**ADD2010-00073 – LSZ Application (Lot Split)**  
**3<sup>rd</sup> Submittal**



Mr. Lamey:

We offer the following items for your review and approval in response to insufficiencies identified via email correspondences between Davidson Engineering and Lee County Development Services review staff:

1. Six (6) Copies of the updated Disclosure of Interest Form (page 9 of the Application for Administrative Action);
2. One (1) Original and five (5) copies of the revised Letter of Authorization (from WCI Communities Inc. authorizing GVB Properties, LLC as it's agent);
3. Six (6) Copies of the revised Declaration of Covenants, Conditions, and Restrictions; and
4. Six (6) Copies of the Email Correspondence with Lee County Staff.

Should you have any questions or require any additional information, please feel free to contact me at (239)434-6060 ext 2961 or by email at [fred@davidsonengineering.com](mailto:fred@davidsonengineering.com).

Sincerely,

Frederick E. Hood, AICP  
Project Planner

cc: Vernon Pierce  
Greg Urbancic

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**LETTER OF AUTHORIZATION**

TO: Lee County Department of Community Development  
Building 1  
1500 Monroe Street  
Fort Myers, FL 33901

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I am the Director of Planning and Permitting for WCI Communities, Inc and I am the authorized representative for the company.

I hereby authorize Aldo Beretta, as Managing Member of GVB Properties, LLC, a Florida limited liability company as my agent in the following request: (1) Lot Split; (2) Limited Review Deviation; and (3) Limited Review Development Order.

Signed: [Signature]  
Print Name: Barry Ernst

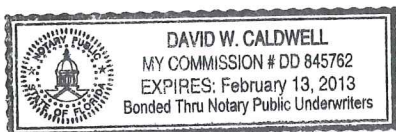
Date: 1/18/11

I hereby certify that I have the authority to make the foregoing application, and the application is true, correct and complete to the best of my knowledge.

[Signature]  
Signature of Applicant  
Print Name: Barry Ernst

State of Florida  
County of LEE

Sworn to and subscribed before me this 18<sup>th</sup> day of January, 2011 by Barry Ernst who is (☒) personally known to me or has (☐) produced \_\_\_\_\_ as identification, and did take an oath.



[Signature]  
Notary Public State of Florida  
My Commission Expires: 2/13/2013



This instrument was prepared  
without an opinion of title and  
after recording return to:  
Gregory L. Urbancic, Esq.  
Coleman, Yovanovich & Koester, P.A.  
4001 Tamiami Trail North, Suite 300  
Naples, Florida 34103  
(239) 435-3535

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(space above this line for recording data)

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR  
COLONY CORPORATE CENTER**

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR COLONY CORPORATE CENTER is made this 2nd day of December, 2010, by GVB PROPERTIES, LLC, a Florida limited liability company ("GVB"); THE PARK APARTMENTS OF SOUTHWEST FLORIDA, INC., a Florida corporation, successor by merger to THE PARK APARTMENTS, INC., a New Jersey corporation ("Park Apartments"); and MONROE MANAGEMENT CO. OF SOUTHWEST FLORIDA, INC., a Florida corporation, successor by merger to MONROE MANAGEMENT CO., INC., a New Jersey corporation ("Monroe"). GVB, Park Apartments, and Monroe are sometimes collectively referred to herein as the "Declarants" and individually as a "Declarant".

**WITNESSETH:**

**WHEREAS**, GVB is the owner of that certain real property located in Lee County, Florida, which is more particularly described in Exhibit "A" attached hereto and made a part hereof (the "GVB Property"); and

**WHEREAS**, Park Apartments and Monroe are collectively the owners of that certain real property located in Lee County, Florida, which is more particularly described in Exhibit "B" attached hereto and made a part hereof (the "Park Apartments/Monroe Property"); and

**WHEREAS**, the GVB Property and the Park Apartments/Monroe Property are referred to herein collectively as the "Property"; and

**WHEREAS**, Declarants desire to impose covenants, conditions, and restrictions on the Property for the benefit of future owners in the commercial project known as Colony Corporate Center ("Project"); and

**WHEREAS**, Declarants wish to provide for the preservation and maintenance of the appearance, values and amenities of the Project and to this end, desire to subject the Property to the terms, conditions, rights and obligations of this Declaration of Covenants, Conditions and Restrictions for Colony Corporate Center (this "Declaration") and have created a not-for-profit membership corporation, herein called the

"Association" to be given the power and duty of maintaining and administering the Common Area and enforcing this Declaration.

NOW, THEREFORE, Declarants hereby declare that the Property shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the Property and be binding on all parties having a right, title or interest in the Property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of such Owners thereof.

## ARTICLE I

### DEFINITIONS

The terms defined in this Article I shall, for all purposes of this Declaration, have the meanings herein specified.

1.1 "Articles" shall mean and refer to the Articles of Incorporation of the Association, as may from time to time be amended, modified or supplemented. A copy of the initial Articles is attached hereto as Exhibit "C".

1.2 "Assessments" shall mean and refer to Regular Assessments, Special Assessments and any other dues, fees, penalties, fines, charges, interest and other amounts (including each installment thereof) payable by any Owner to the Association as provided herein.

1.3 "Association" shall mean and refer to COLONY CORPORATE CENTER OWNERS' ASSOCIATION, INC., a Florida not-for-profit corporation, and its successors and assigns.

1.4 "Board" shall mean and refer to the Board of Directors of the Association.

1.5 "Building" shall mean and refer to any structure constructed on any Parcel within Colony Corporate Center.

1.6 "Bylaws" shall mean and refer to the Bylaws of the Association, as from time to time amended, modified or supplemented. A copy of the initial Bylaws is attached hereto as Exhibit "D".

1.7 "Common Area" shall mean and refer to the Surface Water Management System located within the boundaries of the Property and any other real property or improvements that may hereinafter be transferred or dedicated to the Association and accepted by the Association for the common use and enjoyment of the Owners and Occupants.

1.8 "Common Expenses" shall mean and refer to the actual and estimated costs of: (a) ownership, maintenance, management, operation, repair and replacement of the Common Area including but not limited to the cost of parts and supplies, utilities, landscaping, cleaning, pest control and hiring of any outside contractor services; (b) unpaid Assessments; (c) management and administration of the Association, including, but not limited to, compensation paid by the Association to managers, accountants, auditors, attorneys, consultants and employees; (d) casualty, liability, workers' compensation, fidelity and directors' and officers' liability insurance; (e) any other insurance obtained by the Association; (f) reasonable reserves as provided herein and as deemed appropriate by the Board; (g) bonding of the Directors, officers of the Association, any professional managing agent or any other Person handling the funds of the Association; (h) taxes paid by the Association; (i) amounts paid by the Association for discharge of any lien or encumbrance levied against the Common Area or any portion



thereof, provided, however, that such lien or encumbrance is secured solely by, or applies solely to, the Common Area or any portion thereof; (j) any licenses or permits needed for the Common Area; (k) contracting with an outside agency or organization for the provision of a security force to patrol and protect all Common Area, and such other areas of the Property as the Board may, in its sole discretion, designate; (l) contracting on behalf of the Association or owners of all or portions of the Property for the construction, operation, management, maintenance or repair of any improvements within the Common Area; and (m) other expenses incurred by the Association for any reason whatsoever in connection with the Common Area or in connection with providing the same type of services and maintenance as provided for the Common Area as may be required herein for any other areas within the Property for which the Association is responsible or incurred in furtherance of the purposes of the Association or in the discharge of any duties or powers of the Association.

1.09 "County" shall mean Lee County, Florida.

1.10 "Declarants" or "Declarant" shall mean and refer to GVB PROPERTIES, LLC, a Florida limited liability company, THE PARK APARTMENTS OF SOUTHWEST FLORIDA, INC., a Florida corporation, successor by merger to The Park Apartments, Inc., a New Jersey corporation and MONROE MANAGEMENT CO. OF SOUTHWEST FLORIDA, INC., a Florida corporation, successor by merger to Monroe Management Co., Inc., a New Jersey corporation, or any one of them, and their respective successors or assigns. It shall not include any person or entity who purchases a Parcel, tract or other portion of the Property, unless such purchaser is specifically assigned some or all rights of a Declarant by a separate instrument.

1.11 "Declaration" shall mean and refer to this DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR COLONY CORPORATE CENTER, as may from time to time be amended, modified or supplemented (such amendments, modifications and supplements are hereby incorporated herein and made a part hereof).

1.22 "Development Order" shall mean and refer to that certain Development Order for Colony Corporate Center approved by Lee County as Development Order 98-006-194.00D applicable to the Property, as may be amended from time to time.

1.13 "Directors" shall mean and refer to the directors of the Association who together constitute the Board.

1.14 "Entitlements" shall mean and refer to all governmental special district and public utility or other public entity approvals, decisions, resolutions, or ordinances, permits, agreements, conditions, requirements, exactions, entitlements, reports maps, plans and orders, heretofore or hereafter from time to time adopted, amended, modified or supplemented, expressly governing, affecting or relating to the organization, use, development, improvement, operation or ownership of the Property or any portion thereof, including, without limitation, the Development Order. The Association and each Owner and Occupant shall fully and faithfully comply with and conform to the Entitlements.

1.15 "Fiscal Year" shall mean and refer to the fiscal year of the Association, which shall be the calendar year.

1.16 "Governing Documents" shall mean and refer to this Declaration, the Articles, the Bylaws, the Rules, and any other documents governing the operation of the Association, the use of the Parcels or the Common Area, or the development, use, maintenance and repair of the Parcels, the Common Area, and Improvements, as from time to time amended, modified or supplemented. Each Owner and each Occupant shall fully and faithfully comply with and conform to the Governing Documents.

1.17 "Improvements" shall mean and refer to all structures and construction of any kind, whether above or below the land surface, whether permanent or temporary, including but not limited to, Buildings, utility lines, driveways, streets, paved parking areas, pathways, fences, screening walls, retaining walls, plantings, planted trees and shrubs, irrigation and drainage pipes and fixtures, Surface Water Management System, water retention areas, wetland improvements, lighting fixtures and signs.

1.18 "Laws" shall mean and refer to all laws, statutes, ordinances, rules, regulations and policies of any local, municipal, county state or federal governmental body or agency.

1.19 "Member" shall mean and refer to, collectively, all the Persons comprising the Owner of any particular Parcel.

1.20 "Mortgage" shall mean and refer to any unreleased mortgage or other similar instrument of record given voluntarily by the owner of a Parcel or a portion thereof, encumbering the Parcel or applicable portion to secure the performance of an obligation or the payment of a debt and which is required to be released upon performance of the obligation or payment of the debt. "Mortgage" shall not include any judgment lien, construction lien, tax lien or other similarly involuntary lien or encumbrance. A "First Mortgage" means any recorded Mortgage with first priority or seniority over all other mortgages.

1.21 "Mortgagee" shall mean and refer to a Person or entity to whom a Mortgage is made and shall include the owner and holder of a Mortgage.

1.22 "Occupant" shall mean and refer to, collectively, the Owner and any other Person or Persons entitled, by ownership, leasehold interest or other legal relationship, to the exclusive right to occupy all or any portion of any Parcel or Building.

1.23 "Owner" shall mean and refer to the Person or Persons holding record fee title to a Parcel (but excluding any Person holding such interest merely as security for the performance of an obligation, and further excluding the Association), and their respective heirs, successors and assigns. If the ownership of a Building on any Parcel shall ever be severed from the ownership of such Parcel, then only the Person holding fee title to the Parcel shall have the rights of an Owner hereunder (including, without limitation, membership in the Association); provided, however, that both the Person holding title to the Parcel and the Person holding title to the Building shall be liable for the performance of all duties and obligations of an "Owner" under the Governing Documents.

1.24 "Parcel" shall mean and refer to the GVB Property or the Park Apartments/Monroe Property.

1.25 "Permittees" shall mean and refer to all Owners, Occupants and their respective officers, directors, employees, partners, agents, contractors, customers, visitors, invitees, licensees, lessees, subtenants and concessionaires, insofar as their activities relate to entry upon or use of any portion of the Project.

1.26 "Person" shall mean and refer to any individual, partnership, limited liability company, corporation, trust, estate or other legal entity.

1.28 "Regular Assessments" shall mean and refer to those Assessments to be charged against the Parcels as provided in Section 6.3 hereof.

1.29 "Rules" shall mean and refer to the rules and regulations, if any, adopted by the Board for the operation and use of the Property, any portion of the Common Area and any other property (whether real



or personal) owned by the Association, as they may from time to time be amended, modified or supplemented. Such Rules are hereby incorporated herein and made a part hereof.

1.30 "SFWMD" shall mean and refer to the South Florida Water Management District or its successor. The South Florida Water Management District has the right pursuant to the SFWMD Permit and other state law and regulations to take enforcement action, including a civil action for an injunction and penalties, against the Association to compel it to correct any outstanding problems with the Surface Water Management System or in any mitigation or conservation areas under the responsibility or control of the Association.

1.31 "SFWMD Permit" shall mean and refer to that certain Environmental Resource Permit General Modification #36-01620-S-06 from SFWMD relating to the construction and development of the Property, a copy excerpts of which is attached hereto as Exhibit "D" and which permit may be amended from time to time. Copies of the SFWMD Permit and any future SFWMD Permit actions shall be maintained by the Association's Registered Agent for the Association's benefit.

1.32 "Special Assessments" shall mean and refer to those Assessments to be charged against the Parcels as provided in Section 6.4 hereof.

1.33 "Sub-Association" shall mean and refer to any corporation so identified in a declaration of restrictions or declaration of condominium filed by a Declarant, a designated successor, or an Owner with respect to any Parcel within the Property which sub-association exists for purpose of administering and maintaining such Parcel.

1.34 "Surface Water Management System" shall mean any real property together with improvements thereon, including work or features such as swales, ditches, canals, inlets, impoundments, berms, ponds, lakes, retention/detention areas, mitigation areas, conservation areas, flowways, culverts and pumps required or described in the Development Order, the SFWMD Permit, or any permits issued by the County or any other applicable governmental agency for the on-site management and storage of surface waters, drainage and flood protection for the Property.

## ARTICLE II

### REGULATION OF IMPROVEMENTS / MAINTENANCE

2.1 Land Use Plans. Any development within the Property shall be subject to all applicable Entitlements (including, without limitation, the Development Order) and any and all conditions or restrictions imposed in connection with any applicable Entitlements therewith, and all Laws applicable to, and in effect at the time of, such development. Development and ownership of the Parcels shall further be subject, as applicable, to future land use and environmental matters affecting the Property. No Owner of a Parcel shall change, modify or amend any Entitlements (including, without limitation, the Development Order) in any manner which would have a material and adverse impact upon another Owner's Parcel without the prior written consent of said other Owner.

2.2 Completion of Construction. After the commencement of construction or re-construction of any Building or other Improvement, or any part thereof, the work thereon shall be diligently prosecuted to completion such that the Building or other Improvement shall not remain in a partly finished condition any longer than is reasonably necessary for the completion thereof.

2.3 Landscaping and Irrigation. Each Parcel shall be landscaped and irrigated in accordance with the Laws, the Development Order, applicable site development plan(s) and/or other permits. Each

Owner shall, at its sole cost and expense, maintain the portion of the common landscaping buffer along the perimeter of the Property that is located on said Owner's Parcel in a consistent, neat and orderly fashion. Neither Owner shall materially alter or modify said landscaping buffer without the prior written consent of the other Owner. All other planting and irrigation installations on a Parcel shall be maintained in a neat and orderly fashion by the Owner of the Parcel. The following criteria shall be deemed minimum maintenance standards:

- (a) All planting areas shall be kept reasonably free of fallen leaves and debris;
- (b) Lawns and ground cover shall be mowed and/or trimmed regularly, and landscape areas freshly mulched at least once a year;
- (c) All plantings shall be kept in a healthy and growing condition. Any dead or damaged plant material resulting from improper maintenance or any other reason shall be replaced with like plant material. Fertilization, cultivation, weeding, spraying, trimming and pruning shall be performed as part of a regular maintenance program;
- (d) Stakes, guys and ties on trees shall be checked regularly to ensure the correct function of each. Ties shall be adjusted regularly to avoid creating abrasions or girdling of trunks or stems;
- (e) Damage to plantings caused by vandalism, automobiles or acts of nature shall be corrected within thirty (30) days of occurrence to the condition as such plantings were in immediately before the damage occurred; and
- (f) Irrigation and drainage systems shall be kept in proper working condition. Adjustment, replacement of malfunctioning parts and cleaning of systems shall be performed as part of a regular maintenance program.

2.4 Surface Water Management System. The Surface Water Management System provides for on-site storm water retention for the entire Project. (For informational purposes, note that the off-site stormwater receiving system is owned and maintained by Bayside Improvement Community Development District.) This Surface Water Management System is designed to hold water during the rainy season and standing water may result in the Common Area and the Parcels. The Association shall be the entity responsible for the maintenance and operation of the Surface Water Management System serving the Property and approved by Lee County and/or SFWMD. The maintenance and operation of the Surface Water Management System shall be performed to standards established by County and/or SFWMD, the Association and this Declaration. The Association shall be responsible for the assessment (pursuant to Article VI hereof) and collection of expenses for the operation, maintenance, and replacement of the Surface Water Management System. Notwithstanding the same, the Association may, by resolution of the Board and subject to the Association's rights herein, require that the Owners, at their sole cost and expense, maintain, repair and replace all or portions of the Surface Water Management System located on their respective Parcels. All portions of the Surface Water Management System shall be maintained in accordance with the Laws, Entitlements and SFWMD Permit. Maintenance of the Surface Water Management System shall be as needed to keep the same in good repair and in operating condition and to ensure the system is able to handle the reasonable stormwater flow permitted to drain through the Surface Water Management System. No Owner shall materially alter or modify the Surface Water Management System except in compliance with the Laws, Entitlements, and the SFWMD Permit and with the written consent of the Owner of the other Parcel.

2.5 Driveways, Parking Areas and Access Features. The Project was designed and approved by the County to incorporate connecting hardscape, roadways, driveways, sidewalks, and other traffic

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features facilitating pedestrian and vehicular access ("Access and Parking Features"). Each Owner, at its sole cost and expense, shall be responsible for the operation, maintenance, repair and replacement of those portions of the Access and Parking Features located on its Parcel. All portions of the Access and Parking Features shall be maintained in accordance with the Laws and Entitlements. Maintenance of the Access and Parking Features shall be as needed to keep the same in good repair and in operating condition, which shall include maintaining the surfaces of the Access and Parking Areas in a level, smooth and evenly-covered condition with the type of surfacing material originally installed or such substitute as shall in all respects be equal in quality, use and durability; and, for placing, keeping in good repair and replacing, as necessary and appropriate, directional signs, lighting, markers and lines within the Access and Parking Features located on its respective Parcel. No Owner shall materially alter or modify the Access and Parking Features except in compliance with the Laws and Entitlements and with the written consent of the Owner of the other Parcel.

2.6 Corrective Action. In addition to, and not as a limitation of, any rights of the Association hereunder, if any Owner (the "Breaching Party") fails to perform in a timely manner any maintenance obligation imposed by this Declaration, or otherwise breaches that Owner's obligations under this Declaration, the Owner of the other Parcel ("Aggrieved Party") shall be entitled to notify the Breaching Party in writing specifying the deficiencies and the action required in order to eliminate the breach. Except in the event of an emergency as hereafter provided, the Breaching Party shall have a period of fifteen (15) days after receipt of said written notice in which to correct the alleged deficiencies, or such longer period of time, not exceeding sixty (60) days, as may reasonably be necessary if the deficiency is not reasonably susceptible to cure within said fifteen (15) day period and provided that the Breaching Party commences corrective action within ten (10) days after receipt of said written notice from the Aggrieved Party and thereafter diligently pursues corrective action to completion in a diligent and continuous manner. If the Breaching Party fails to commence and diligently pursue and complete the required corrective action as hereinabove set forth, then the Breaching Party shall be in default of this Declaration and the Aggrieved Party shall have, and the Breaching Party hereby grants and conveys, in addition to all other available rights and remedies, the right and authority and easement for such purposes on the part of the Aggrieved Party and such Aggrieved Party's employees, contractors and subcontractors to enter upon the property and improvements owned by the Breaching Party in order to perform appropriate corrective action to eliminate the deficiencies specified in the written notice from the Aggrieved Party. All costs incurred by the Aggrieved Party shall be paid by the Breaching Party to the Aggrieved Party. Notwithstanding the foregoing, in the event of any emergency affecting any facility described hereunder which the Aggrieved Party reasonably believes poses an immediate threat of damage or injury to person or property or poses a substantial risk of interference with essential services, the Aggrieved Party may enter upon the Parcel of the Breaching Party, and may take such corrective action and expend a reasonable amount of money to prevent or abate such damage or injury or to avoid or abate such interference; provided that (i) the Aggrieved Party shall attempt to give the Breaching Party such prior notice as is practicable under the circumstances (which notice may be oral); and (ii) the Aggrieved Party shall take only such steps as are reasonably necessary in order to prevent such damage or injury or interference with essential services. Following any corrective action described herein, the Aggrieved Party shall provide an invoice of the costs incurred by the Aggrieved Party as a result of taking such corrective action to the Breaching Party ("Invoiced Costs"). If the Invoiced Costs are not paid within thirty (30) days, then the Invoiced Costs together with interest thereon at eighteen percent per annum (18.0%) shall constitute a lien on the Breaching Party's Property, unless and until paid; (b) the Aggrieved Party may record each such lien in the Public Records of Collier County, Florida against the Breaching Party's Property and bring legal action against the Breaching Party and/or the Breaching Party's Property for the Invoiced Costs; and (c) may, at the Aggrieved Party's option, foreclose any such lien described above in the same manner as a mortgage lien on real property, and interest, costs and reasonable attorneys' fees of any such action will be added to the amount of any such lien, and shall be recoverable in the event the Aggrieved Party prevails in any such action.

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2.7 Association Maintenance Generally. The Association shall have the right, but not the obligation, to provide any maintenance, repair or replacement that is otherwise the responsibility or obligation of a Parcel Owner hereunder and which the Parcel Owner fails to replace, restore, repair or perform after fifteen (15) days written notice to the Parcel Owner of the need of such replacement, restoration, repair or maintenance. The cost of such work shall be assessed against the Parcel or Parcels upon which such work is performed as a Special Assessment. The Special Assessment shall be apportioned among the Parcels involved in the manner determined to be appropriate by the Board. Any such assessment shall be a lien on the Parcels affected and the personal obligation of the Owners of the Parcels affected and shall become due and payable in all respects, together with interest, reasonable attorneys' fees (at trial and on appeal), and costs of collection, in the same manner and under the same conditions as provided for the other assessments of the Association.

### ARTICLE III

#### REGULATION OF OPERATIONS AND USES

##### 3.1 General Use Provision.

(a) Unless otherwise prohibited herein or in the other Governing Documents, in the Entitlements, or other applicable Laws, or prohibited by covenant, deed or lease, a lawful use of a Parcel will be permitted if performed or carried out entirely within a completely enclosed and roofed Building that is so designed and constructed that the enclosed operations and uses do not and will not cause or produce a nuisance or disturbance to Persons and activities on other Parcels, streets, and Common Area, including, but not limited to, vibration, sound, odor, electromagnetic disturbance and radiation, air or water pollution, dust and emission of odorous, toxic or non-toxic matter.

(b) Each Owner shall have the right to lease all or a portion of its Parcel; provided, however, that all such leases shall be in writing and shall contain provisions stating that: (i) the lease is subject in all respects to the Governing Documents; (ii) any failure of the lessee to comply with each of the provisions of the Governing Documents shall constitute a default under such lease.

3.2 Restrictions and Prohibited Uses. Each Parcel shall not be used or developed in any way which is inconsistent with the provisions of the Governing Documents, the Entitlements, and any applicable Laws. All Parcels shall be used, improved, and devoted exclusively the uses permitted by the Entitlements.

3.3 Parking. Each Parcel shall provide sufficient parking pursuant to the Development Order and applicable Laws (including the Lee County Land Development Code, as amended from time to time) to support the uses developed or intended to be developed on said Parcel. Parking spaces located on another Owner's Parcel may not, without the express written agreement of said other Owner, be counted by an Owner for County zoning purposes. Owners shall have the right, but not the obligation, to enter into written, shared parking agreements between the Parcels.

3.4 Certain Nuisances. No nuisance shall be permitted to exist or operate upon any Parcel or any portion thereof. Without limiting the generality of Section 9.2 below, the following are hereby deemed to be, for all purposes, prohibitions against the creation of a nuisance:

(a) No rubbish, trash, waste, residue, brush, weeds or undergrowth or debris of any kind or character shall ever be placed or permitted to accumulate upon any Parcel or any portion thereof, so as to unreasonably render said premises a fire hazard, unsanitary, unsightly, offensive, or detrimental to any Person or activity on any other Parcel or on any public street.

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(b) No adverse environmental condition shall be permitted to exist on any Parcel, nor shall any toxic or hazardous wastes be permitted to be generated, treated, stored, disposed of, or otherwise deposited in or on or allowed to emanate from any Parcel or any portion of the Property, including, without limitation, the surface waters and subsurface waters thereof; provided, however, that hazardous substances may be stored or used so long as such storage and use is conducted in compliance with the Entitlements and all applicable Laws.

(c) No Owner or Occupant shall in any way interfere with the Association's use of the easements granted to the Association pursuant to provisions set forth in Article IV hereof or do any act or thing inconsistent with such use.

(d) No Owner or Occupant shall permit anything to be done or kept on its Parcel that violates any Entitlement or applicable Law.

3.5 Environmental and Land Use Compliance. Without in any way limiting any other environmental provision set forth in this Declaration, each Owner agrees, with respect to its Parcel(s), to comply with and assume full responsibility and liability for anything done or required to be done in compliance with all applicable federal, state, regional and local laws, rules and regulations, and, without limiting the foregoing, each Owner shall assume all responsibility and liability relating to the prevention of pollutant discharge from such Owner's Parcel(s); retention, pretreatment and treatment of stormwater, as may be required from time to time by the County, the U. S. Army Corps of Engineers, the South Florida Water Management District and any successor or replacement agencies who may have jurisdiction concerning regulatory matters affecting the Property. For the benefit of all Owners, the Association shall maintain in its offices copies of all regulatory permits applicable to the Property for review and compliance by all parties.

#### ARTICLE IV

#### GRANT OF EASEMENTS

4.1 Easements for Benefit of Governmental Agencies and Public Utilities. Certain easements (in perpetuity or otherwise) have been and may in the future be granted by plat or otherwise to certain governmental agencies (including, but not limited to, the County) and public utilities, and other Persons, including, without limitation, easements for open space, Surface Water Management System, drainage, sewer, water, gas, and electrical power lines, which easements may affect the Property and/or all or some of the Parcels. Each Owner shall fully and faithfully comply with all requirements of said governmental or public agencies or other Persons in connection with any the easements granted pursuant to this Section 4.1.

4.2 Easements for Benefit of Association. In addition to the rights of entry and any other rights given to the Association in this Declaration, there is hereby established a non-exclusive easement in perpetuity over, upon and across any Parcel and/or Common Area, for the benefit of the Association, and its respective agents, employees and contractors, for the following purposes:

(a) For: (i) the installation and/or replacement of electric, telephone, cable television, water, gas, sanitary sewer lines, Surface Water Management System, other drainage facilities, or any other utilities upon a Parcel or Common Area, together with the right to enter upon the property (without unreasonably interfering with the Owner's or Occupant's reasonable use and enjoyment thereof) in order to service, maintain, repair, reconstruct, relocate or replace any of such improvements; (ii) ingress and egress over any public or private pedestrian walkways, or other specific designated use areas, if any; and (iii) any other matter required or mandated by any governmental authority with jurisdiction;

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(b) To inspect, without any obligation to inspect, any Parcel to ascertain whether such Parcel, the Improvements thereon, and the uses thereof, are in compliance with the provisions of the Governing Documents and the Entitlements, and to abate and remove any Improvement, thing or condition that may exist thereon contrary to the intent and meaning of any of the foregoing;

(c) For grading, trenching, moving of earth, landscaping, and/or slope control purposes, including, without limitation: (i) planting, replacing and maintaining any landscaping improvements upon any Parcel or Common Area; and (ii) installing, repairing, replacing and maintaining any drainage and/or irrigation systems (including, without limitation, landscape wiring and conduits) upon any Parcel as shall reasonably be designated by the Association in connection with such landscaping improvements or in connection with landscaping improvements on the Common Area or Parcels; and

(d) For any other purpose which, in the sole discretion of the Association, is reasonably necessary for the integrated and quality development of the Property, or any portion thereof; provided that such easements shall not substantially and materially interfere with the reasonable development and use of any Parcel.

4.3 Drainage Easements. Declarants hereby reserve, for the Association, and all Owners, nonexclusive easements for the natural drainage and established drainage of surface waters over, across, under, and through all Parcels and Common Area in accordance with drainage plans approved by those public agencies having jurisdiction thereof. The drainage easement shall include the right, but not the obligation, of such benefited parties to enter upon any Parcels or Common Area, to construct, maintain, and/or repair any drainage ways or facilities identified on such drainage plans. None of the easements listed in this Section 4.3 shall include or encumber any areas of a Parcel on which a Building is located. With regard to any Parcel, should it be necessary to exercise any easement rights, as described herein, upon completion of the easement-related activities, any paved parking areas, if disturbed by such activities, shall be returned to the same condition they were in prior to the easement-related activities, at no expense to the Parcel Owner. If, however, the easement-related activities are required because the Parcel Owner has not fulfilled his responsibilities under this Declaration, the cost of such activities shall be borne solely by the Parcel Owner.

4.4 Traffic Easements. Declarants hereby reserve to the Association, and all Owners and Permittees, for the purposes of pedestrian and vehicular traffic over and across all driveways, alleys, roads, walkways and sidewalks now existing, or which in the future may be developed, modified, or relocated on the Property.

4.5 Owner Consent. Each Owner of a Parcel, by acceptance of a deed thereto (whether or not it shall be so expressed in such deed) is hereby conclusively deemed to have fully agreed with and consented to all of the provisions set forth in this Article IV.

4.6 No Merger. Notwithstanding the union of (a) the fee simple title to the Property or any portion thereof or any other real property of Declarants with (b) any right, title or interest in the easements granted by or reserved to Declarants pursuant to this Declaration, it is the intention of Declarants that the separation of such fee simple estate and such right, title or interest in such easements shall be maintained, and that a merger shall not take place without the express prior written consent of Declarants.

4.7 No Abandonment. Notwithstanding any applicable law, it is the intent of Declarants that no easement granted or reserved hereunder shall be deemed abandoned or terminated merely by disuse or incompatible acts; rather, that the easements granted hereunder shall continue in full force and effect unless (a) terminated by a writing, duly acknowledged and recorded, executed by the Person or Persons entitled to the benefit thereof; or (b) in the case of the Owners, terminated by approval of the Owners and certified in a

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document executed, acknowledged and recorded in the County by an officer of the Association designated by the Board.

## ARTICLE V

### MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

#### 5.1 Qualification and Voting.

(a) Every Owner of a Parcel shall be a Member of the Association. Each Member shall be entitled to such votes and have such a voting interest as provided and allocated pursuant to the Articles. In the event a Parcel is subdivided, the Sub-Association therefor shall be the applicable Member of the Association. Membership in the Association shall not be assignable, except to the successor of the Owner's Parcel, as the case may be, and every membership of an Owner or Sub-Association in the Association shall be appurtenant to and inseparable from ownership of the Parcel. Membership in the Association shall not be transferred, pledged or alienated in any way, except upon the sale of the Parcel to which such membership is appurtenant, and then only to the purchaser of such Parcel, and, upon the sale of a Parcel, the seller's membership in the Association shall terminate as to such Parcel. Any purported transfer of membership in the Association to any transferee not permitted under this Section 5.1 shall be null and void. Recordation of a deed to a Parcel shall be the act which transfers membership in the Association. This prohibition shall not otherwise restrict an Owner from delegating its voting rights or granting proxies.

(b) Except as otherwise provided in this Declaration, the Articles, the Bylaws or applicable Laws, all matters requiring the approval of the Members shall be deemed approved by one of the following methods: (i) if approved unanimously by the Members of the Association in writing; or (ii) if unanimously approved by the Members of the Association at any duly called regular or special meeting of the Members at which a quorum is present, either in person or by proxy.

(c) For purposes of this Article V, if a Parcel consists of a Sub-Association, then the votes allocated to such Parcel shall be exercised by a voting representative appointed annually by the applicable Sub-Association ("Voting Representative"), on behalf of such Sub-Association, and in accordance with the governing documents and instructions of the board of directors of such Sub-Association. Upon the casting of votes by the Voting Representative of a Sub-Association, it will thereafter be conclusively presumed for all purposes that he or she acted with the authority and consent of the board of directors of such Sub-Association.

## ARTICLE VI

### COVENANT FOR MAINTENANCE ASSESSMENTS TO AND BY THE ASSOCIATION

#### 6.1 Covenant to Pay Assessments.

(a) Each Owner of a Parcel, by acceptance of a deed thereto (whether or not it shall be so expressed in such deed), is hereby conclusively deemed to covenant and agree to pay, to the Association, Assessments, which include:

(i) Regular Assessments, which may include a reserve fund for the periodic maintenance, repair and replacement of the Common Area; and

(ii) Special Assessments, as set forth in this Declaration.

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(b) All Assessments shall be established and collected as hereinafter provided. All Regular and Special Assessments, together with interest, costs and reasonable attorneys' fees, shall be a charge and a continuing lien upon the Parcel against which each such Assessment is made. Each such Assessment, together with interest, costs and reasonable attorneys' fees, shall also be the personal obligation of the Person who was the Owner of the assessed Parcel at the time when the Assessment became due. The assumption by a transferee of the personal obligation for delinquent Assessments of a prior Owner shall not relieve the prior Owner of its personal obligation unless the Association agrees in writing. No Owner of a Parcel may exempt itself from liability for the payment of Assessments by waiving the use or enjoyment of any part of the Common Area or by abandoning its Parcel.

Notwithstanding the foregoing, if a Parcel is subdivided and contains a Sub-Association, then the lien established by this Article VI shall be against each specific condominium unit or lot created by said subdivision within such Parcel. Any Sub-Association formed for the purpose of governing any subdivided Parcel shall pay (as part of such Sub-Association's common expenses) all Assessments due the Association hereunder, and shall furnish the Association with a schedule listing the condominium units or lots that have (and have not) paid their proportionate share of the Assessments being remitted by the Sub-Association to the Association. The Association shall be entitled to rely upon the schedule furnished by the applicable Sub-Association and may thereafter record a claim of lien against the condominium unit(s) or lot(s) for which such units proportionate share of Assessments is delinquent.

6.2 Purpose of Assessments. Subject to Section 6.5 hereof, the Association shall levy Regular Assessments and Special Assessments sufficient to perform its obligations under the Governing Documents and to pay for Common Expenses. Such Assessments shall be used exclusively for the performance of the duties and operations of the Association hereunder and for payment of the Common Expenses.

6.3 Regular Assessments. Regular Assessments shall be levied for each Fiscal Year by the Association based upon the annual budget adopted by the Board as set forth in Section 7.12 hereof, and shall be payable in advance in quarterly installments. In the event there are overages at the end of any year, these shall be carried over with adjustments to be made in the next year. Special Assessments may be made to correct for any shortfall, as may be deemed necessary by the Board.

6.4 Special Assessments.

(a) In addition to the annual Regular Assessments authorized in this Article VI but subject to Section 6.5 hereof, the Association may levy, in any Fiscal Year, a Special Assessment applicable solely to that Fiscal Year, for the purpose of defraying, in whole or in part, the cost of: (i) any construction, reconstruction, alteration, repair or replacement of a capital improvement upon the Common Area and/or fixtures and personal property related thereto; and (ii) any other action or undertaking by or on behalf of the Association which exceeds the budgeted gross expenses of the Association for that Fiscal Year.

(b) In addition to the Special Assessments provided in Section 6.4(a) above, the Association may levy a Special Assessment against any individual Parcel as a fine under Section 7.6(b) hereof or to reimburse the Association for costs incurred by the Association (including reasonable attorneys' fees) in bringing such Parcel and/or the Owner or Occupant thereof into compliance with the Governing Documents, which Special Assessment may be levied upon the vote of the Board after notice and an opportunity for a hearing pursuant to the procedure set forth in Section 7.6(a) hereof.

6.5 Allocation of Assessments. Both Regular and Special Assessments (except those Special Assessments that are imposed as a remedy by the Board against a particular Owner to reimburse the Association for costs incurred in bringing such Owner, its Parcel and/or the Occupant of such Parcel into



compliance with the provisions of the Governing Documents) shall be divided among the allocated to the Parcels in the following manner:

<u>Parcel</u>	<u>Percentage</u>
GVB Property:	50.0%
Park Apartments/Monroe Property:	50.0%

6.6 Commencement of Assessments.

(a) The Regular Assessments provided for herein shall commence as to each Parcel on the date of conveyance of the Parcel to an Owner, unless otherwise specifically provided herein. The first Regular Assessment shall be prorated according to the number of months remaining in the applicable Fiscal Year. Except for the first fiscal year of the Association, the Board shall determine and fix the amount of the Regular Assessment against each Parcel at least forty-five (45) but not more than ninety (90) days in advance of the commencement of each Fiscal Year, and shall establish the due date(s) for payment of such Assessments. The Board may increase the Regular Assessments from Fiscal Year to Fiscal Year.

(b) Written notice of each Assessment shall be sent to every Owner subject thereto. Each Assessment levied against a Parcel shall become a debt of the Owner of such Parcel at the time such Assessment is levied, and shall be paid in advance in equal quarterly installments. If there is more than one Person comprising the Owner of a Particular Parcel, each such Person shall be jointly and severally liable for such Assessments.

6.7 Liens for Delinquent Assessments. Regular and Special Assessments shall be delinquent fifteen (15) days after they become due. At any time after any Assessment levied by the Association affecting any Parcel has become delinquent, the Board may record in the Office of the Clerk of the Circuit Court of Lee County, a claim of lien as to such Parcel, which notice shall state: (i) all amounts which have become delinquent with respect to such Parcel, the costs of collection connected therewith (including attorneys' fees), the amount of the late charge imposed, which shall be equal to five percent (5%) of the delinquent amount or the cost incurred as a result of the late payment, whichever is less, and interest accrued thereon at a rate equal to the lesser of eighteen percent (18.0%) or the maximum rate allowed by law; (ii) the amount of any Assessments relating to such Parcel which are due and payable although not delinquent; (iii) a description of the Parcel with respect to which the delinquent Assessments are owed; and (iv) the name of the record or reputed record Owner of such Parcel. Immediately upon recording of any such notice of delinquent Assessment, the amounts delinquent as set forth in such notice, the reasonable costs (including attorneys' fees) incurred in collecting the delinquent Assessment, the late charge imposed as provided herein, and interest which has accrued thereon, shall together be and become a lien upon the Parcel described therein, which lien shall also secure all other Assessments, costs of collection (including attorneys' fees), late charges, and interest accruing thereon, which shall become due and payable with respect to said Parcel following such recording. Upon full payment of the sums specified in the claim of lien, the Association shall cause to be recorded a further notice, similarly executed, stating that the lien has been satisfied and released.

6.8 Enforcement of Assessment Obligation. Each Owner of a Parcel, by acceptance of a deed thereto (whether or not it shall be so expressed in such deed) is hereby conclusively deemed to have agreed, to the maximum extent permitted by law, that any Assessment lien set forth herein may be foreclosed in the same in the same manner as mortgages are foreclosed under Florida law. The Association shall have the power to bid at a foreclosure sale, and to acquire and hold, lease, mortgage and convey the same.

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6.9 Cumulative Remedies. Assessment liens and the right of foreclosure and sale thereunder shall be in addition to and not in substitution for all other rights and remedies which the Association may have hereunder and by law, including suit to recover a money judgment for unpaid Assessments.

6.10 Subordination of the Lien to First Mortgages. The lien securing the Assessment provided for herein shall be subordinate as provided herein to the lien of any First Mortgage made in good faith and for value, and recorded prior to the date on which a notice of claim of lien pursuant any such lien is recorded. The sale or transfer of any Parcel shall not affect the Assessment lien.

## ARTICLE VII

### POWERS AND DUTIES OF THE ASSOCIATION

The Association shall have the powers set forth in the Articles, Bylaws, and this Declaration. The Association shall have the power to do such lawful acts as may be authorized, required, or permitted to be done by the Association under this Declaration, the Articles or Bylaws, and to do and perform such acts as may be necessary to the exercise of any of the express powers of the Association. Subject to the limitations set forth in this Declaration, the Articles, Bylaws, and the laws of Florida as to actions which must be authorized or approved by the Members of the Association, corporate powers shall be exercised by or under the authority of, and the business and affairs of the Association shall be controlled by, the Board. In addition to the other powers and duties of the Board provided in this Declaration and elsewhere in the Governing Documents, the Board shall, to the extent allowed by law, have the following powers and duties as set forth in the sections of this Article hereof:

7.1 Designate Officers. The power and duty to select, appoint and remove the officers, agents and employees of the Association, and prescribe such powers and duties for them as are not inconsistent with law, the Entitlements, the Articles, Bylaws or this Declaration, and, subject to the provisions of the Bylaws, to fix their compensation, if any.

7.2 Management and Control. The power and duty to conduct, manage and control the affairs and business of the Association, and to make such rules and regulations therefor as deemed best and as are not inconsistent with law, the Entitlements, Articles, Bylaws, or this Declaration; without limiting the foregoing, the Association shall have the power, but not the duty, to employ or contract with a professional manager or management company to perform all or any part of the duties and responsibilities of the Association.

7.3 Insurance.

(a) To the extent the coverage described in this Section 7.3 is available, the power and duty to obtain and maintain in force the following policies of insurance:

(i) Comprehensive public liability insurance with a single limit and deductible which, in the judgment of the Board, will provide adequate protection to the Association against liability for bodily injury, death and property damage arising in connection with the ownership or use of the Common Area, any other Association-owned or maintained real or personal property or the activities of the Association;

(ii) Fidelity insurance in the form of a bond in an appropriate amount as determined by the Board, which names the Association as obligee and protects against misuse and misappropriation of Association property by Directors, officers, committee members, trustees and

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employees of the Association and any management agent and its officers, agents and employees, whether or not such Persons are compensated for their services;

(iii) Workers' Compensation Insurance, to the extent required by law, covering any employee or uninsured contractor of the Association;

(iv) Such other insurance as the Board shall deem necessary or expedient to carry out the functions of the Association as set forth in this Declaration, the Articles and the Bylaws.

(b) The premiums for the insurance policies obtained and maintained by the Association shall be a part of the Common Expenses to be included in the calculation of the Regular Assessments levied by the Association.

(c) The Board shall periodically review the coverage provided by the insurance policies obtained and maintained by the Association, and, to the extent that increased coverage is available and at the Board's discretion, shall increase such coverage in light of inflation, increased risk and similar factors.

7.4 Utilities. The power and duty to pay all charges for utility services for the Common Area.

7.5 Common Area. The power and duty to manage, operate, maintain, repair, temporarily close, restore, add to and replace the Common Area and all improvements located thereon (including, without limitation, the express obligation at all times to preserve, plant, install, repair and maintain the Common Area as set forth in this Declaration), and all other property (whether real or personal) owned by the Association, and to make capital expenditures for and on behalf of the Association.

7.6 Enforcement. The power and duty to enforce the provisions of the Governing Documents and the provisions of any agreement to which the Association is a party; provided, however, that at no time shall the Association, with respect to amounts (including, without limitation, Assessments) owed to the Association, impose a rate of interest in excess of the rate of interest then permitted by law to be charged. In addition to the other powers but not of the Board provided herein and under applicable law, the Board shall have the power:

(a) To levy and assess fines against any Owner who violates, or whose Occupants or Permittees violate, the Governing Documents, pursuant to the same notice and hearing procedure as is provided for suspension in Section 7.6(a) hereof, and such other procedures and/or schedules as the Board may establish. Upon notice to the Owners, the Board may establish a schedule of fines for individual offenses and/or continuing offenses, which schedule shall thereafter govern the amount of the fines to be levied, until such schedule is modified or repealed by the Board. Fines may be levied for each offense, and, once levied, each such fine shall become an Assessment against such Owner's Parcel or Parcels. Any Owner against whom such a fine is levied shall pay such fine to the Association within ten (10) days after such levy. The Association shall be entitled to take any legal action or employ any remedies set forth hereunder or permitted by law to enforce the payment of such fines.

7.7 Contract and Make Payments. The power and duty to contract and pay for Common Expenses. Withdrawals of funds from the Association's accounts may be made by any individual or individuals authorized by the Board to make such withdrawals.

7.8 Employment of Agents. The power but not the duty to employ the services of any Person or Persons to manage and conduct the business of the Association, and upon such conditions as are deemed advisable by the Association, to delegate to such Person or Persons any of its powers.

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7.9 Services. The power but not the duty to institute any services for the benefit of the Owners reasonably deemed advisable by the Association.

7.10 Taxes. The power and duty to pay any taxes and governmental assessments which are or could become a lien on the Common Area or any portion thereof.

7.11 Periodic Review of Financial Condition. The power and duty to periodically review the financial condition of the Association as required by applicable law or as otherwise provided herein or in the Bylaws.

7.12 Budget. The power and duty to prepare budgets and financial statements for the Association and to distribute such budgets and financial statements to the Owners as required by applicable law or as otherwise provided herein or in the Bylaws.

7.13 Litigation. The power but not the duty to institute, or intervene in, litigation or administrative proceedings in its own name on matters affecting or concerning: (i) the interpretation, implementation or enforcement of the Declaration, other Governing Documents, or Rules; or (ii) Common Area or Common Expenses, including, without limitation, the enforcement of Association liens, or in furtherance of the express powers and duties of the Association set forth in the Governing Documents; or (iii) otherwise affecting the Property. Notwithstanding the foregoing, the Association shall have the power and the duty to defend any lawsuit brought against the Association.

7.14 Rules.

(a) The power but not the duty to adopt, amend, supplement and repeal Rules. The Rules may restrict and govern the use of the Property and Common Area by any Owner or Occupant.

(b) A copy of the Rules shall be given to each Owner not less than ten (10) days before said Rules (or, as applicable, an amendment thereto) may be deemed to be in full force and effect. The Rules shall have the same force and effect as if set forth herein and made a part of this Declaration.

ARTICLE VIII

COMMON AREA

8.1 Easement of Enjoyment. Every Owner and Occupant of a Parcel shall have a right and easement of enjoyment in and to portions of the Common Area, which right and easement shall be appurtenant to and shall pass with the title to each such Parcel; provided, however, that such right and easement shall be subject to the following:

(a) The right of the Association to suspend the voting rights of an Owner for: (i) any period during which any Assessment against its Parcel remains unpaid; and (ii) for a period not to exceed thirty (30) days for any infraction of the Rules by such Owner or any Occupant of its Parcel after reasonable written notice and an opportunity for a hearing before the Board which satisfies the minimum requirements of Florida law;

(b) The right of the Association to transfer all or substantially all of its assets, including all or any part of the Common Area; provided, however, that so long as there is any Parcel, parcel, area or portion thereof or of the property for which the Association is obligated to provide management, maintenance, preservation or control, no such dedication or transfer shall be effective unless an instrument

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signed by all Members shall have been filed in the records of the Association stating that such Owners and agree to such dedication or transfer;

(c) Notwithstanding (b) above, the right of the Association, in accordance with the Articles and the Bylaws, to borrow money for the purpose of improving, repairing and maintaining the Common Area or otherwise and, in connection therewith, the right of the Association to hypothecate any or all real or personal property owned by the Association including the Common Area; and

(d) The right of the Association to adopt, amend, supplement and enforce the Rules.

8.2 Use. Unless otherwise stated herein, the Common Area shall be used by the Owners and Occupants in accordance with the Rules.

8.3 Maintenance and Ownership.

(a) The Association shall maintain the Common Area or provide for the maintenance thereof and shall keep the Common Area in good order and repair.

(b) Any costs of temporary relocation suffered by the Owner or Occupant of any Parcel as a result of the repair, maintenance or improvement of the Common Area by the Association shall be borne entirely by such Owner or Occupant.

8.4 Creation of Standards of Maintenance by Association. The Board shall have the right to establish specific standards of maintenance for the Common Area, whereupon the Association shall be obligated to adhere to such standards of maintenance.

8.5 Damage to the Common Area. The Owner and the Occupant of each Parcel shall be liable to the Association for all damage to the Common Area or to any other real or personal property owned by the Association that may be sustained by reason of the negligence of such Owner or Occupant, or their respective Permittees, which shall include, without limitation, damage to curbs, sidewalks, paved surfaces, monuments, signs, trees and landscaping. No Owner or Occupant shall do or permit any of their respective Permittees to do anything on the Common Area that might increase the rate, or cause the cancellation, of any policies of insurance obtained by or on behalf of the Association.

8.6 Expansion of Common Area. At any time, the Association may upon unanimous approval of the Members, by purchase, lease, easement, license, acceptance of gift or other transaction obtain or acquire, any Parcel, other lands or rights therein, and thereby increase and expand the Common Area, whereupon the maintenance of such additional Common Area shall become the obligation of the Association.

8.7 Governmental Compliance. The use, ownership, maintenance, operation, improvement and repair of the Common Area shall at all times strictly comply with all Entitlements and applicable Laws; and the Association, by accepting conveyance of any portion of the Common Area, agrees to assume and perform all obligations of Declarant thereunder with respect to such portion of the Common Area. Without limiting the generality of the foregoing, any portion of the Common Area designated as open space under any Entitlement shall not be improved or its use changed without approval of each governmental agency with jurisdiction over such open space.

ARTICLE IX

ENFORCEMENT

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9.1 General. The Association (acting on behalf of itself or as representative of the Owners) and any aggrieved Owner shall have the right to prosecute a proceeding at law or in equity against any Owner or Occupant or any other Person or Persons who have violated or are attempting to violate any of the provisions, covenants, conditions, and restrictions set forth in the Governing Documents, to enjoin or prevent them from doing so, to cause said violation or breach to be remedied or to recover damages for said violation; provided, however, that nothing herein contained shall be deemed to impose upon Declarant, the Association or any aggrieved Owner any liability for the failure to correct or prosecute a violation or breach of the Governing Documents. Remedies herein provided for breach of the covenants contained in the Governing Documents shall be deemed cumulative, and none of such remedies shall be deemed exclusive.

9.2 Deemed To Constitute a Nuisance. The result of every action or omission whereby any covenant, condition, restriction or provision herein contained is violated in whole or in part is hereby declared to be and constitute a nuisance, and every remedy allowed by law or equity against anyone causing a nuisance shall be applicable against the Owner, Occupant or any other Person responsible for such action or omission, and may be exercised by Declarant, the Association and/or any aggrieved Owner.

9.3 Violations. The violation of any Entitlement or applicable Laws shall constitute a violation of this Declaration and shall be remedied, corrected and/or otherwise addressed in accordance with the provisions of this Article IX.

## ARTICLE X

### TERMINATION AND AMENDMENT

10.1 Term. The covenants, conditions and restrictions contained in this Declaration shall run with, burden and bind the Property and shall inure to the benefit of each Parcel and each Owner thereof and be enforceable by each Owner and its heirs, successors and assigns for a term commencing as of the date this Declaration is recorded and terminating twenty-five (25) years from such date, after which said covenants, conditions and restrictions shall be automatically extended for successive periods of ten (10) years unless prior to commencement of any such ten (10) year period an amendment to this Declaration has been approved unanimously by the voting interest of the Members of the Association and recorded in the Public Records of Lee County, Florida which terminates this Declaration or modifies the automatic extension provisions of this Section 10.1.

10.2 Amendments. Except as otherwise provided in this Declaration, neither this Declaration nor any provision hereof or any covenant, condition or restriction herein contained, may be terminated, extended, modified or amended, as to the whole of the Property or any portion thereof, except upon approval of all Members. No such termination, extension, modification or amendment shall be effective until such termination, extension, modification or amendment has been certified in a document executed and acknowledged by an officer of the Association designated by the Board and has been recorded in the County. Within a reasonable time after such document has been recorded, the Association shall mail a copy thereof to each Owner, together with a statement that such document has been recorded.

Notwithstanding anything to the contrary herein, any proposed amendment to this Declaration (or any of the exhibits attached hereto) that would affect the Surface Water Management System (including conservation areas and the water management portions of the Common Areas) must first be submitted to the SFWMD for its approval of such amendment and for a determination of whether the amendment necessitates a modification of the SFWMD Permit. If a modification is necessary, the SFWMD will so advise the permittee.



## ARTICLE XI

### RIGHTS OF LENDERS

11.1 Priority of Lien of Mortgage. This Declaration shall be and remain senior in priority to all Mortgages hereafter executed upon the Property, any Parcel or any portion thereof; provided, however, that no breach of the covenants, conditions or restrictions herein contained or foreclosure of any lien herein created for Assessments shall affect, impair, defeat or render invalid the lien, charge or priority of any Mortgage made in good faith and for value encumbering any Parcel. Any Mortgagee or other Owner whose title to a Parcel is derived through foreclosure, or deed in lieu of foreclosure, shall take title to such Parcel subject to, and shall be bound by, all the covenants, conditions and restrictions set forth in this Declaration; provided, however, that such Parcel shall be free of the lien for delinquent Assessments, (including costs of collection, late charges and interest connected therewith) that have accrued up to the time of the foreclosure sale or conveyance in lieu of foreclosure (unless such Mortgagee or other Owner shall have expressly assumed the obligations secured by said lien), and such Mortgagee or other Owner shall only be obligated to pay Assessments that become due or payable on or after such Mortgagee or other Owner acquired title to such Parcel.

11.2 Curing of Defaults. Any Mortgagee who acquires title by judicial foreclosure or deed in lieu of foreclosure shall not be obligated to cure any breach or violation of the provisions of this Declaration which is incurable or of a type which is not practical or feasible to cure. The determination of the Board made in good faith as to whether a breach is incurable or not feasible or practical to cure shall be final and binding on such Mortgagee. In the event that any Assessment on any Parcel becomes delinquent or another default under the Declaration occurs, the Association shall provide the Mortgagee with notice of such default, provided, however, that the Owner of such Parcel must have furnished the Association with the current address of the Mortgagee. The Mortgagee shall thereafter have the right to cure such default within a reasonable time or to commence foreclosure proceedings. If any Mortgagee commences foreclosure proceedings or gives notice to the Association that it is commencing negotiations for a deed in lieu of foreclosure, the Association shall stay any foreclosure proceedings for a reasonable time so that the Mortgagee's Proceedings or negotiations may be concluded.

## ARTICLE XII

### MISCELLANEOUS PROVISIONS

12.1 Constructive Notice and Acceptance. Every Person who now or hereafter owns or acquires any right, title or interest in or to any portion of the Property or any Parcel, is and shall be conclusively deemed to have consented and agreed to every covenant, condition, restriction and provision contained in this Declaration, whether or not any reference to this Declaration is contained in the instrument by which such Person acquired an interest in the Property.

#### 12.2 Notices.

(a) Except as otherwise expressly provided in this Declaration or required by law, all notices, consents, requests, demands, approvals, authorizations and other communications provided for herein shall be in writing and shall be deemed to have been duly given if and when personally served, hand delivered or delivered by a nationally recognized overnight courier, or seventy-two (72) hours after being sent by United States first class mail, postage prepaid, to the intended party at its last known address. For purposes of this Section 13.2, "last known address" with respect to any Owner shall mean such Owner's address appearing on the books of the Association or supplied by such Owner to the Association. If no

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address is supplied, then such Owner's address shall be deemed to be the address of any Parcel owned by such Owner.

(b) With respect to (i) any such notice, consent, request, demand, approval, authorization or communication; and (ii) any document or instrument (whether a Governing Document or otherwise), given or made available to any Owner hereunder or under any of the other Governing Documents and which might concern an Occupant of such Owner's Parcel, it shall be the sole responsibility of such Owner (but in no event the responsibility of the Association) to make a copy thereof available in a timely manner to such Occupant.

12.3 Liberal Construction. The provisions of this Declaration shall be liberally construed to effectuate its purpose. The failure to enforce any provision of this Declaration shall not constitute a waiver of the right to thereafter enforce such provision or the right to enforce any other provision hereof.

12.4 Singular Includes Plural. Whenever the context of this Declaration requires, the singular shall include the plural, and vice versa, and the masculine shall include the feminine and the neuter, and vice versa.

12.5 Headings. Paragraph, Section and Article headings, where used in this Declaration, are inserted for convenience only and are not intended to be a part hereof or in any way to define, limit or describe the scope and intent of the particular provisions to which they refer.

12.6 Effect of Invalidation. Each covenant, condition and restriction of this Declaration is intended to be, and shall be construed as, independent and severable from each other covenant, condition and restriction. If any covenant, condition or restriction of this Declaration, or application thereof, is held to be invalid by any court, the invalidity of such covenant, condition or restriction, or application thereof, shall not affect the validity of the remaining covenants, conditions and restrictions, or application thereof.

12.7 Cumulative Remedies. Each remedy provided for in this Declaration and/or in the Governing Documents shall be cumulative and not exclusive. The failure to exercise any remedy provided for in this Declaration or any other Governing Document shall not constitute a waiver of such remedy or of any other remedy provided herein or therein.

12.8 Attorneys' Fees and Costs. If any Person commences litigation for the judicial interpretation or enforcement hereof or of any of the other Governing Documents, or for damages for the breach hereof or of any of the other Governing Documents, the prevailing party shall be entitled to its reasonable attorneys' fees, court costs and all other cost and expenses incurred in any trial, appellate, bankruptcy or other legal proceeding.

12.9 Priorities and Inconsistencies. In the event of any conflict or inconsistency between this Declaration and either the Articles or the Bylaws, the terms and provisions of this Declaration shall prevail (unless and only to the extent, if any, the Declaration does not comply with any provision of applicable law). In the event of any conflict between the Articles and Bylaws, the Articles shall control.

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12.10 Exhibits. All exhibits to this Declaration are incorporated herein by this reference. Declarant may, from time to time, supplement the Declaration and record exhibits or modifications to or amendments thereof to this Declaration and thereafter such exhibits, modifications or amendments shall be a part hereof as if originally incorporated on the date of execution of the Declaration.

IN WITNESS WHEREOF, this Declaration of Covenants, Condition and Restrictions for Colony Corporate Center has been signed by Declarants and the Association the day and year first above set forth.

GVB:

WITNESSES:

Steve Brooks  
Witness #1  
Print Name: Steve Brooks

Paul Lane  
Witness #2  
Print Name: Paul Lane

GVB PROPERTIES, LLC,  
a Florida limited liability company

By: Aldo Beretta  
Print Name: Aldo Beretta  
Its: Managing Member

STATE OF FLORIDA

COUNTY OF Lee

I HEREBY CERTIFY, that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared Aldo Beretta, as Owner/Managing member of GVB PROPERTIES, LLC, a Florida limited liability company, on behalf of said company, who is ( ) personally known to me or (X) has produced FLC as identification.

WITNESS my hand and official seal in the County and State last aforesaid this 8th day of November, 2010.



Steve Brooks  
Notary Public Signature  
Printed Name: Steve Brooks  
My Commission expires: 3/29/13

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PARK APARTMENTS:

WITNESSES:

S.L. Clifford  
Witness #1  
Print Name: S.L. Clifford

Crystal Guadalupe  
Witness #2  
Print Name: Crystal Guadalupe

STATE OF FLA.

COUNTY OF Lee

I HEREBY CERTIFY, that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared Nancy Mattis, as President of The Park Apartments of Southwest Florida, Inc., a Florida corporation, successor by merger to The Park Apartments, Inc., a New Jersey corporation, on behalf of said corporation, who is ☒ personally known to me or ( ) has produced \_\_\_\_\_ as identification.

WITNESS my hand and official seal in the County and State last aforesaid this 2nd day of Dec, 2010.

(SEAL)

THE PARK APARTMENTS OF  
SOUTHWEST FLORIDA, INC., a Florida  
corporation, successor by merger to THE  
PARK APARTMENTS, INC., a New Jersey  
corporation

By: Nancy Mattis  
Nancy Mattis, President

Stevie Lynn Clifford  
Notary Public Signature  
Printed Name: Stevie Lynn Clifford  
My Commission expires: \_\_\_\_\_



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MONROE:

WITNESSES:

Witness #1

Print Name: CRYSTAL GUADALUPE

MONROE MANAGEMENT CO. OF  
SOUTHWEST FLORIDA, INC., a Florida  
corporation, successor by merger to  
MONROE MANAGEMENT CO., INC., a  
New Jersey corporation

By: Henrietta Y. Fox

Henrietta Y. Fox, President

Witness #2

Print Name: Stevie L. Clifford

STATE OF FL

COUNTY OF Lee

I HEREBY CERTIFY, that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared Henrietta Y. Fox, as President of Monroe Management Co. of Southwest Florida, Inc., a Florida corporation, successor by merger to Monroe Management Co., Inc., a New Jersey corporation, on behalf of said corporation, who is (✓) personally known to me or ( ) has produced \_\_\_\_\_ as identification.

WITNESS my hand and official seal in the County and State last aforesaid this 2nd day of Dec., 2010.

(SEAL)

Stevie Lynn Clifford  
Notary Public Signature

Printed Name: Stevie Lynn Clifford

My Commission expires: \_\_\_\_\_



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ASSOCIATION:

WITNESSES:

S.L. Clifford  
Witness #1  
Print Name: S.L. Clifford

Crystal Guadalupe  
Witness #2  
Print Name: Crystal Guadalupe

COLONY CORPORATE CENTER  
OWNERS' ASSOCIATION, INC.,  
a Florida not-for-profit corporation

By: Nancy Mattis  
Print Name: NANCY MATTIS  
Its: Pres.

STATE OF FLORIDA

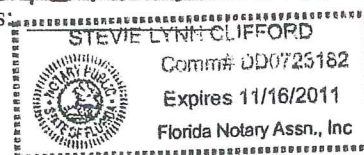
COUNTY OF Lee

I HEREBY CERTIFY, that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared Nancy Mattis as Pres. of COLONY CORPORATE CENTER OWNERS' ASSOCIATION, INC., a Florida not-for-profit corporation, on behalf of the corporation, who is ( ☒ ) personally known to me or ( ) has produced \_\_\_\_\_ as identification.

WITNESS my hand and official seal in the County and State last aforesaid this 2nd day of Dec, 2010.

(SEAL)

Stevie Lynn Clifford  
Notary Public Signature  
Printed Name: Stevie Lynn Clifford  
My Commission expires:



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**EXHIBIT "A"**  
**GVV PROPERTY**

DESCRIPTION OF A PARCEL OF LAND  
LYING IN  
SECTION 9, TOWNSHIP 47 SOUTH, RANGE 25 EAST  
LEE COUNTY, FLORIDA

LOT 2 DESCRIPTION (SOUTHERLY PARCEL RECORDED IN OFFICIAL RECORDS BOOK 3591,  
PAGE 2568, PUBLIC RECORDS OF LEE COUNTY, FLORIDA):

A PARCEL OF LAND LOCATED IN THE SOUTHEAST  $\frac{1}{4}$  OF SECTION 9, TOWNSHIP 47 SOUTH,  
RANGE 25 EAST, LEE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS  
FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF TRACT "A" OF PELICAN LANDING UNIT  
NINETEEN AS RECORDED IN PLAT BOOK 56 AT PAGES 36 THROUGH 38 OF THE PUBLIC  
RECORDS OF LEE COUNTY, FLORIDA, ALSO BEING THE INTERSECTION OF THE WESTERLY  
RIGHT-OF-WAY OF U.S. 41 (TAMIAMI TRAIL- S.R. 45) (200' RIGHT-OF-WAY) WITH THE  
NORTHERLY RIGHT-OF-WAY LINE OF PELICAN COLONY BOULEVARD (TRACT "A" OF  
AFOREMENTIONED PLAT), AND ALSO BEING A POINT ON A CIRCULAR CURVE CONCAVE TO  
THE NORTHWEST, WHOSE RADIUS POINT BEARS S 79°53'56" W A DISTANCE OF 30.00 FEET  
THEREFROM; THENCE RUN SOUTHWESTERLY ALONG THE NORTHERLY RIGHT-OF-WAY  
LINE OF SAID PELICAN COLONY BOULEVARD AND ALONG THE ARC OF SAID CURVE TO  
THE RIGHT, HAVING A RADIUS OF 30.00 FEET, THROUGH A CENTRAL ANGLE OF 90°00'00",  
SUBTENDED BY A CHORD OF 42.43 FEET AT A BEARING OF S 34°53'56" W, FOR AN ARC  
LENGTH OF 47.12 FEET TO THE END OF SAID CURVE; THENCE RUN S 79°53'56" W, ALONG  
SAID NORTHERLY RIGHT-OF-WAY LINE, FOR A DISTANCE OF 40.57 FEET TO THE BEGINNING  
OF A TANGENTIAL CIRCULAR CURVE CONCAVE TO THE NORTHWEST; THENCE RUN  
WESTERLY ALONG SAID NORTHERLY RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID  
CURVE TO THE RIGHT, HAVING A RADIUS OF 690.00 FEET, THROUGH A CENTRAL ANGLE OF  
08°16'22", SUBTENDED BY A CHORD OF 99.54 FEET AT A BEARING OF S 84°02'07" W, FOR AN  
ARC LENGTH OF 99.63 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID  
CURVE TO THE RIGHT, HAVING A RADIUS OF 690.00 FEET, THROUGH A CENTRAL ANGLE OF  
23°21'50", SUBTENDED BY A CHORD OF 279.42 FEET AT A BEARING OF N 80°08'46" W, FOR AN  
ARC LENGTH OF 281.37 FEET TO A POINT OF COMPOUND CURVATURE; THENCE RUN  
NORTHWESTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF  
30.00 FEET, THROUGH A CENTRAL ANGLE OF 95°12'57", SUBTENDED BY A CHORD OF 44.31  
FEET AT A BEARING OF N 20°51'23" W, FOR AN ARC LENGTH OF 49.85 FEET TO THE END OF  
SAID CURVE; THENCE RUN N 26°45'05" E FOR A DISTANCE OF 260.58 FEET; THENCE RUN S  
63°14'55" E FOR A DISTANCE OF 90.00 FEET; THENCE RUN S 78°21'14" E FOR A DISTANCE OF  
84.48 FEET; THENCE RUN N 79°53'56" E FOR A DISTANCE OF 134.00 FEET TO A POINT ON THE  
WESTERLY RIGHT-OF-WAY LINE OF U.S. 41 ( TAMIAMI TRAIL-S.R. 45) A 200' RIGHT-OF-WAY;  
THENCE RUN ALONG SAID WESTERLY RIGHT-OF-WAY LINE, THENCE RUN S 10°06'04" E FOR  
A DISTANCE OF 57.01 FEET; THENCE RUN S 79°53'56" W FOR A DISTANCE OF 55.87 FEET;  
THENCE RUN S 10°06'04" E FOR A DISTANCE OF 51.74 FEET TO A POINT ON A CIRCULAR  
CURVE TO THE SOUTHEAST, WHOSE RADIUS POINT BEARS S 29°17'21" E FOR A DISTANCE  
OF 170.00 FEET THEREFROM; THENCE RUN SOUTHERLY ALONG THE ARC OF SAID CURVE TO  
THE LEFT, HAVING A RADIUS OF 170.00 FEET, THROUGH A CENTRAL ANGLE OF 68°23'30",  
SUBTENDED BY A CHORD OF 191.09 FEET AT A BEARING OF S 26°30'54" W, FOR AN ARC  
LENGTH OF 202.92 FEET TO THE END OF SAID CURVE AND THE POINT OF BEGINNING.  
CONTAINING 1.915 ACRES, MORE OR LESS.

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EXHIBIT "B"  
PARK APARTMENTS/MONROE PROPERTY

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DESCRIPTION OF A PARCEL OF LAND  
LYING IN  
SECTION 9, TOWNSHIP 47 SOUTH, RANGE 25 EAST  
LEE COUNTY, FLORIDA

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LOT 1 DESCRIPTION (NORTHERLY PARCEL RECORDED AS OFFICIAL RECORDS INSTRUMENT #2006000196431, LEE COUNTY PUBLIC RECORDS):

A PARCEL OF LAND LOCATED IN THE SOUTHEAST  $\frac{1}{4}$  OF SECTION 9, TOWNSHIP 47 SOUTH, RANGE 25 EAST, LEE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF TRACT "A" OF PELICAN LANDING UNIT NINETEEN AS RECORDED IN PLAT BOOK 56 AT PAGES 36 THROUGH 38 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA, ALSO BEING THE INTERSECTION OF THE WESTERLY RIGHT-OF-WAY OF U.S. 41 (TAMIAMI TRAIL- S.R. 45) (200' RIGHT-OF-WAY) WITH THE NORTHERLY RIGHT-OF-WAY LINE OF PELICAN COLONY BOULEVARD (TRACT "A" OF AFOREMENTIONED PLAT), AND ALSO BEING A POINT ON A CIRCULAR CURVE CONCAVE TO THE NORTHWEST, WHOSE RADIUS POINT BEARS S 79°53'56" W A DISTANCE OF 30.00 FEET THEREFROM; THENCE RUN SOUTHWESTERLY ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF SAID PELICAN COLONY BOULEVARD AND ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 30.00 FEET, THROUGH A CENTRAL ANGLE OF 90°00'00", SUBTENDED BY A CHORD OF 42.43 FEET AT A BEARING OF S 34°53'56" W, FOR AN ARC LENGTH OF 47.12 FEET TO THE END OF SAID CURVE; THENCE RUN S 79°53'56" W, ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, FOR A DISTANCE OF 40.57 FEET TO THE BEGINNING OF A TANGENTIAL CIRCULAR CURVE CONCAVE TO THE NORTHWEST; THENCE RUN WESTERLY ALONG SAID NORTHERLY RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 690.00 FEET, THROUGH A CENTRAL ANGLE OF 31°38'13", SUBTENDED BY A CHORD OF 376.17 FEET AT A BEARING OF N 84°16'58" W, FOR AN ARC LENGTH OF 381.00 FEET TO A POINT OF COMPOUND CURVATURE; THENCE RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 30.00 FEET, THROUGH A CENTRAL ANGLE OF 95°12'57", SUBTENDED BY A CHORD OF 44.31 FEET AT A BEARING OF N 20°51'23" W, FOR AN ARC LENGTH OF 49.85 FEET TO THE END OF SAID CURVE; THENCE RUN N 26°45'05" E FOR A DISTANCE OF 260.58 FEET TO THE **POINT OF BEGINNING**; THENCE CONTINUE N 26°45'05" E FOR A DISTANCE OF 111.00 FEET TO THE BEGINNING OF A TANGENTIAL CIRCULAR CURVE CONCAVE TO THE NORTHWEST; THENCE RUN NORTHERLY ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 730.00 FEET, THROUGH A CENTRAL ANGLE OF 23°11'28", SUBTENDED BY A CHORD OF 293.46 FEET AT A BEARING OF N 15°09'21" E, FOR AN ARC LENGTH OF 295.48 FEET TO A POINT OF REVERSE CURVATURE; THENCE RUN EASTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 30.00 FEET, THROUGH A CENTRAL ANGLE OF 81°13'58", SUBTENDED BY A CHORD OF 39.06 FEET AT A BEARING OF N 44°10'37" E, FOR AN ARC LENGTH OF 42.53 FEET TO THE END OF SAID CURVE; THENCE RUN N 84°47'36" E FOR A DISTANCE OF 29.63 FEET TO THE BEGINNING OF A TANGENTIAL CIRCULAR CURVE CONCAVE TO THE SOUTHWEST; HAVING A RADIUS OF 50.00 FEET, THROUGH A CENTRAL ANGLE OF 89°06'34", SUBTENDED BY A CHORD OF 70.16 FEET AT A BEARING OF S 50°39'07" E, FOR AN ARC LENGTH OF 77.76 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF U.S. 41 (S.R. 45) (200' RIGHT-OF-WAY) ALSO BEING A POINT OF REVERSE CURVATURE; THENCE RUN SOUTHEASTERLY ALONG SAID WESTERLY RIGHT-OF-WAY OF U.S. 41, AND

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ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 5797.58 FEET, THROUGH A CENTRAL ANGLE OF  $04^{\circ}00'14''$ , SUBTENDED BY A CHORD OF 405.04 FEET AT A BEARING OF  $S\ 08^{\circ}05'57''\ E$ , FOR AN ARC LENGTH OF 405.13 FEET TO THE END OF SAID CURVE; THENCE RUN  $S\ 10^{\circ}06'04''\ E$  ALONG SAID WESTERLY RIGHT-OF-WAY LINE, FOR A DISTANCE OF 1.69 FEET; THENCE RUN  $S\ 79^{\circ}53'56''\ W$  FOR A DISTANCE OF 134.00 FEET; THENCE RUN  $N\ 78^{\circ}21'14''\ W$  FOR A DISTANCE OF 84.48 FEET; THENCE RUN  $N\ 63^{\circ}14'55''\ W$  FOR A DISTANCE OF 90.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 1.935 ACRES, MORE OR LESS

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**EXHIBIT "C"**  
**ARTICLES OF INCORPORATION**

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**ARTICLES OF INCORPORATION  
OF  
COLONY CORPORATE CENTER OWNERS' ASSOCIATION, INC.  
(A Florida Not-For-Profit Corporation)**

The undersigned hereby executes and submits these Articles of Incorporation for the purpose of forming a not-for-profit corporation under Chapter 617, Florida Statutes.

**ARTICLE I  
Corporate Name**

The name of the corporation is Colony Corporate Center Owners' Association, Inc., hereinafter called the "Association". For convenience, these Articles of Incorporation shall be referred to herein as the "Articles", and the Bylaws of the Association as the "Bylaws".

**ARTICLE II  
Address**

The initial mailing address of the Association shall be 24231 Walden Center Drive, Suite 202, Bonita Springs, Florida 34134. The principal office of the Association shall be located at the mailing address or at such other place as may be subsequently designated by the Board of Directors of the Association from time to time.

**ARTICLE III  
Purpose and Powers of the Association**

2.1 Objects and Purposes. The objects and purposes of the Association are those objects and purposes as are authorized by the Declaration of Covenants, Conditions and Restrictions for Colony Corporate Center recorded (or to be recorded) in the Public Records of Lee County, Florida, as hereafter amended and/or supplemented from time to time (the "Declaration"). The further objects and purposes of the Association are to preserve the values and amenities in the Project, as the same are defined in the Declaration, and to maintain the Common Area and any portions of the Property as set forth in the Declaration for the benefit of the Members of the Association. Defined terms used but not otherwise defined herein shall have the meanings given them in the Declaration.

2.2 Not for Profit. The Association is not organized for profit and no part of the net earnings, if any, shall inure to the benefit of any Member or individual person, firm or corporation. Upon dissolution, all assets of the Association shall be transferred only to another not-for-profit corporation or as otherwise authorized by the Florida not-for-profit corporation statute.

2.3 Powers. The powers of the Association shall include and be governed by the following:

(a) General. The Association shall have all of the common-law and statutory powers of a corporation not for profit under the Laws of Florida unless further restricted by the provisions of these Articles, the Declaration, or the Bylaws.

(b) Enumeration. The Association shall have the powers and duties set forth in subsection (a) above, except as limited by these Articles, the Bylaws and the Declaration, and all of the powers and duties reasonably necessary to operate the Association pursuant to the Declaration, and as more particularly described in the Bylaws, as they may be amended from time to time, including, but not limited to, the following:

(i) To make and collect Assessments and other charges against Members and Owners, and to use the proceeds thereof in the exercise of its powers and duties.

(ii) To buy, own, operate, lease and sell, both real and personal property.

(iii) To maintain, repair, replace, reconstruct, add to and operate the Common Area, and portions of the Property as set forth in the Declaration.

(iv) To purchase insurance upon the Common Area and insurance for the protection of the Association, its officers, directors and Members.

(v) To make and amend reasonable rules and regulations for the maintenance, conservation and use of the Common Area and Parcels and for the health, comfort, safety and welfare of the Members as provided in the Declaration.

(vi) To enforce by legal means the provisions of the Declaration, these Articles, the Bylaws, and the Rules and Regulations for the use of the Common Area and the Parcels.

(vii) To contract for the management and maintenance of the Common Area and to authorize a management agent to assist the Association in carrying out its powers and duties by performing such functions as the submission of proposals, collection of Assessments, preparation of records, enforcement of rules and maintenance, repair and replacement of the Common Area with such funds as shall be made available by the Association for such purposes. The Association and its officers shall, however, retain at all times the powers and duties granted by the Declaration, Bylaws and these Articles, including, but not limited to, the making of Assessments, promulgation of rules and execution of contracts on behalf of the Association.

(viii) To employ personnel to perform the services required for the proper operation, maintenance, conservation, and use of the Common Area.

(ix) To borrow money, and with the unanimous consent of the members entitled to vote, mortgage, pledge, deed in trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred.

(x) To dedicate, sell or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members.

(xi) To maintain and operate any roads and streets, sewer and/or potable water facilities and the surface/stormwater management system and related appurtenances, including, but not limited to, all lakes, retention areas, swales, culverts and drainage structures in accordance with any permit issued by the South Florida Water Management District, or its successor.

(xii) To sue and be sued.



(xiii) To contract for services necessary to operate and maintain the surface/stormwater management system and other property (tracts and easements) dedicated to the Association, and any corresponding infrastructure.

All funds and the title to all property acquired by the Association shall be held for the benefit of the Members in accordance with the provisions of the Declaration, these Articles and the Bylaws.

#### **ARTICLE IV Membership/Voting Rights**

4.1 Qualification. The qualification of Members, the manner of their admission to and the termination of membership, and voting by members shall be as follows:

(a) The record owners of each Parcel, as that term is defined in the Declaration, shall be a member of the Association ("Members"), and no other persons or entities shall be entitled to membership. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of a Parcel which is subject to assessment by the Association. In the event a Parcel is subdivided, the Sub-Association therefor shall be the applicable Member of the Association. The Association shall have one (1) class of voting membership. On all matters on which the membership shall be entitled to vote, the Members shall have the voting interests provided in this Article. There will be one vote allocated to each Parcel. When a Parcel has been subdivided, the Sub-Association therefore shall, at least annually, by majority vote of its members, appoint one (1) member of the Sub-Association as the Sub-Association's voting representative (the "Voting Representative"). The Voting Representative shall attend the meetings of the Members of the Association, and shall cast votes in the manner determined by the Sub-Association's board of directors and/or governing documents of the Sub-Association, or absent such direction, in the manner determined by the Voting Representative. Written notice of the appointment shall be given to the Association. The Bylaws may establish procedures for voting when title to a Parcel is held in the name of a corporation or more than one (1) person or entity.

(b) Membership shall be established by the acquisition of fee title to a Parcel or by acquisition of a fee ownership interest therein, by voluntary conveyance or operation of law, and the membership of any person or entity shall be automatically terminated when such person or entity is divested of all title or the person's entire fee ownership in such Parcel.

(c) The interest of a Member in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner, except as an appurtenance to the Parcel owned by such member. The funds and assets of the Association shall be expended, held or used only for the benefit of the membership and for the purposes authorized herein, in the Declaration, and in the Bylaws.

#### **ARTICLE V Liability for Debts**

Neither the Members nor the officers or the directors of the Association shall be liable for the debts of the Association.

#### **ARTICLE VI Board of Directors**

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5.1 Number of Directors/Initial Directors. The affairs of this Association shall be managed and governed by a Board of Directors consisting of at least three (3) Directors, who need not be Members of the Association. The number of Directors may be changed by amendment of the Bylaws of the Association. The names and addresses of the persons who are to act in the capacity of Directors until the selection of their successor are:

<u>Name</u>	<u>Address</u>
Nancy Mattis	13355 Pond Apple Drive East, Naples, Florida 34119
Henrietta Y. Fox	4505 Snowy Egret Drive, Naples, Florida 34119
Aldo Beretta	24231 Walden Center Drive, Bonita Springs, Florida 34134

5.2 Election/Removal. Directors of the Association shall be elected by the Members in the manner determined by the Bylaws. Directors may be removed and vacancies of the Board of Directors shall be filled in the manner provided by the Bylaws.

#### ARTICLE VII Officers

The affairs of the Association shall be administered by a President, a Vice-President, a Secretary and a Treasurer and such other Officers as may be designated from time to time by the Directors. The Officers shall be elected or designated by the Board of Directors at its first meeting following the annual meeting of the Members of the Association. The names and addresses of the Officers who shall serve until their successors are elected or designated by the Board of Directors are as follows:

President	Nancy Mattis
Vice President	Aldo Beretta
Secretary	Henrietta Y. Fox
Treasurer	Henrietta Y. Fox

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#### ARTICLE VIII Indemnification

10.1 Indemnity. The Association shall indemnify any officer, director, or committee member who was or is a party or is threatened to be made a party to any threatened, pending, or contemplated action, suit or proceeding, whether civil, criminal, administrative, or investigative, by reason of the fact that he is or was a director, officer, or committee member of the Association, against expenses (including attorney's fees and appellate attorney's fees), judgments, fines, and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit, or proceeding, unless: (i) a court of competent jurisdiction finally determines, after all appeals have been exhausted or not pursued by the proposed indemnitee, that he did not act in good faith or in a manner he reasonably believed to be in or not opposed to the best interest of the Association, and, with respect to any criminal action or proceeding,

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that he had reasonable cause to believe his conduct was unlawful; and (ii) such court also determines specifically that indemnification should be denied. The termination of any action, suit, or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interest of the Association, and with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful. It is the intent of the Association, by the adoption of this provision, to provide the most comprehensive indemnification possible to its officers, directors, and committee members as permitted by Florida law.

10.2 Expenses. To the extent that a director, officer, employee or agent of the Association has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in Section 10.1 above, or in defense of any claim, issue or matter therein, he shall be indemnified against expenses (including attorney's fees and appellate attorney's fees) actually and reasonably incurred by him in connection therewith. Assessments may be made by the Association to cover any expenses or other amounts to be paid by the Association in connection with the indemnification provided herein.

10.3 Approval. Any indemnification under Section 10.1 above (unless ordered by a court) shall be made by the Association only as authorized in the specific case upon a reasonable determination that indemnification of the director, officer, employee, committee member or agent is proper in the circumstances because he has met the applicable standard of conduct set forth in Section 10.1 above. Such determination shall be made (a) by the Board of Directors by a majority vote of a quorum consisting of Directors who were not parties to such action, suit or proceeding, or (b) if such quorum is not obtainable, or, even if obtainable a quorum of disinterested directors so directs, by independent legal counsel in a written opinion, or (c) by a majority of the Members.

10.4 Advances. Expenses incurred in defending a civil or criminal action, suit or proceeding may be paid by the Association in advance of the final disposition of such action, suit or proceeding as authorized by the Board of Directors in the specific case upon receipt of an undertaking by or on behalf of the director, officer, employee, committee member or agent to repay such amount unless it shall ultimately be determined that he or she is entitled to be indemnified by the Association as authorized in this Article.

10.5 Miscellaneous. The indemnification provided by this Article shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under any by-law, agreement, vote of Members or otherwise, both as to action in his official capacity while holding such office or position, or otherwise, and shall continue as to a person who has ceased to be director, officer, employee, committee member or agent and shall inure to the benefit of the heirs, executors and administrators of such person.

10.6 Insurance. The Association shall have the power to purchase and maintain insurance on behalf of any person who is or was a director, officer, employee, committee member or agent of the Association, or is or was serving at the request of the Association as a director, officer, employee, committee member or agent of another corporation, partnership, joint venture, trust or other enterprise, against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the Association would have the power to indemnify him against such liability under the provisions of this Article.

10.7 Amendment. Anything to the contrary herein notwithstanding, the provisions of this Article X may not be amended without the prior written consent of all persons whose interest would be adversely affected by such amendment.

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10.8 Definitions. Unless the context otherwise requires, all terms used in these Articles shall have the same meaning as are attributed to them in the Master Declaration and the By-Laws.

## **ARTICLE IX**

### **Bylaws**

The Bylaws of the Association shall be adopted by the Board of Directors and may be altered, amended or rescinded as provided therein; provided, however, that at no time shall the Bylaws conflict with these Articles of Incorporation or the Declaration.

## **ARTICLE X**

### **Dissolution**

The Association may be dissolved upon written assent signed by unanimous consent of the Members. Upon dissolution of the Association, other than incident to a merger or consolidation, the assets of the Association (including, without limitation, the surface water management system) shall be dedicated to an appropriate public agency to be used for purposes similar to those for which this 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 XI**

### **Term**

The term of the Association shall be perpetual.

## **ARTICLE XII**

### **Amendments**

12.1 Amendment Process. Amendments to these Articles shall be proposed and adopted in the following manner:

(a) Proposal. Amendments to these Articles may be proposed by a majority of the Board of Directors or upon petition by a Member, in writing, signed by them.

(b) Procedure. Upon any amendment or amendments to these Articles being proposed by said Board or Member, such proposed amendment or amendments shall be submitted to a vote of the Members not later than the next annual meeting for which proper notice can be given.

(c) Vote Required. Except as otherwise required for by Florida law, these Articles of Incorporation may be amended by the unanimous vote of the voting interests of the Members at any annual or special meeting, or by the unanimous approval in writing of the voting interests of the Members without a meeting. Notice of any proposed amendment shall be given to the Members of the Association and that the notice contains a fair statement of the proposed amendment.

12.2 Effective Date. An amendment shall become effective upon filing with the Secretary of State and recording a certified copy in the Public Records of Collier County, Florida.

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12.3 Limit on Amendments. No amendment shall make any changes in the qualifications for membership, or in the voting rights of Members, without approval in writing by all Members.

**ARTICLE XIII  
Incorporator**

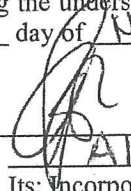
The name and address of the incorporator of these Articles of Incorporation is as follows:

**Aldo Beretta  
24231 Walden Center Drive  
Bonita Springs, Florida 34134**

**ARTICLE XIV  
Registered Office and Agent**

The street address of the initial registered office of this corporation is **4001 Tamiami Trail North, Suite 300, Naples, Florida 34103**, and the name of the initial registered agent of this corporation is **Gregory L. Urbancic, Esq. c/o Coleman, Yovanovich & Koester, P.A.**

IN WITNESS WHEREOF the subscriber, being the undersigned person, named as incorporator, has hereunto set his/her hand and seal, this 8 day of Nov, 2010

By:   
Its: Incorporator

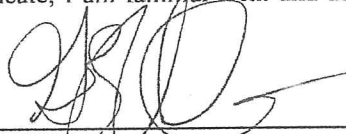
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**ACCEPTANCE OF DESIGNATION AS REGISTERED AGENT**

Having been named as registered agent to accept service of process for the above stated corporation, at the place designated in the certificate, I am familiar with and accept the appointment as registered agent and agree to act in this capacity.



\_\_\_\_\_  
Gregory L. Urbancic, Esq.  
Registered Agent

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**EXHIBIT "D"**  
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BYLAWS  
OF  
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COLONY CORPORATE CENTER OWNERS' ASSOCIATION, INC.

ARTICLE I  
IDENTITY

1.1 General. These are the Bylaws of COLONY CORPORATE CENTER OWNERS' ASSOCIATION, INC. (the "Association"), a corporation not for profit organized under the laws of Florida for the purpose of managing and operating the Common Area and other Association property in the Colony Corporate Center subdivision.

1.2 Principal Office. The principal office of the Association shall be at 24231 Walden Center Dr. Suite 202, Bonita Springs, Florida 34134 or such other place as shall be determined by the Board of Directors.

1.3 Seal. The seal of the Association shall be inscribed with the name of the Association, the year of its organization, and the words "Florida" and "not for profit." The seal may be used by causing it, or a facsimile of it, to be impressed, affixed, reproduced or otherwise placed upon any document or writing of the corporation where a seal may be required.

1.4 Definitions. The terms used in these Bylaws shall have the meanings as provided in the Declaration of Covenants, Conditions and Restrictions for Colony Corporate Center (the "Declaration").

ARTICLE II  
MEMBERSHIP; VOTING RIGHTS

2.1 Qualification. The qualification of Members of the Association, the manner of their admission to membership and termination of such membership, and voting by Members, shall be, as set forth in the Articles, the provisions of which are incorporated herein by reference.

2.2 Voting Rights Specified. Voting rights applicable to any Parcel shall be as set forth in the Articles and Declaration. No Member is required hereunder to cast in the same manner all of the votes which the Member is entitled to cast, and may vote in any fashion as may be provided for in any Sub-Association governing documents. Unanimous consent of the voting interest of the Members shall be required for corporate action except where provided otherwise in these Bylaws, the Articles or the Declaration.

2.3 Approval or Disapproval of Matters. Whenever the decision or approval of a Member is required upon any matter, whether or not the subject of an Association meeting, such decision may be expressed by any person authorized to cast the vote of such Parcel at an Association meeting as stated in Section 2.2 of these Bylaws, unless the joinder of all record owners is specifically required.

2.4 Change of Membership. A change in membership in the Association shall be established by recording in the Public Records of Collier County, Florida, a deed or other instrument establishing record title to a Parcel and forwarding a copy of same to the Association. Thereupon the grantee in such



instrument will become a Member of the Association and the membership of the prior owner shall hereby be automatically terminated. Upon such transfer of title, the grantee shall notify the Association of such transfer and provide to the Association an address to which all notices and correspondence should be sent. If the grantee fails to notify the Association of such transfer of title, the Association shall not be responsible to mail or deliver notices and correspondence to the new owner, and until notice of the transfer is given to the Association, the prior owner shall remain joint and severally liable for assessments with the new owner.

2.5 Termination of Membership. The termination of membership in the Association does not relieve or release any former Member from liability or obligation incurred under or in any way connected with the Association during the period of its membership, nor does it impair any rights or remedies which the Association may have against any former Member arising out of, or in any way connected with, such membership and the covenants and obligations incident thereto.

2.6 Corporate/Partnership Ownership. If a Parcel is owned by a corporation, partnership or limited liability company, then an officer, partner or manager may cast the one vote on behalf of the corporation, partnership or limited liability company. If a Parcel is owned by a trustee or some other form of ownership, the Board of Directors is authorized to determine who may vote on behalf of the Parcel.

### ARTICLE III MEMBERS' MEETINGS; VOTING

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3.1 Annual Meeting. There shall be an annual meeting of the members in each calendar year, which shall be held at a day, place and time designated by the Board of Directors, for the purpose of transacting any business duly authorized to be transacted by the Members.

3.2 Special Members' Meetings. Special Members' meetings must be held whenever called by the Board of the Directors. The business conducted at any special meeting shall be limited to the items specified in the notice of the meeting.

3.3 Notice of Meetings; Waiver of Notice. Notice of all Members' meetings must state the time, date, and place of the meeting, and include an agenda for the meeting. The notice must be mailed to each Member at the address that appears on the books of the Association, or may be furnished by personal delivery. Each Member is responsible for informing the Association of any change of address of said Member. The notice of all Members' meetings must be mailed or delivered at least fourteen (14) days before the meeting. If ownership of a Parcel is transferred after notice has been mailed, no separate notice to the new Owner is required. Attendance at any meeting by a Member constitutes waiver of notice by that Member, unless the Member objects to the lack of notice at the beginning of the meeting. A person entitled to receive such notice may waive notice of any meeting at any time, but only by written waiver.

3.4 Quorum. A quorum at a duly called Members' meeting shall be attained by the presence, either in person or by proxy, of persons entitled to cast at least sixty-seven percent (67%) of the votes of the Members entitled to vote, except as otherwise provided in the Articles, the Declaration or these Bylaws.

3.5 Proxy Voting. To the extent lawful, any person entitled to attend and vote at a Members' meeting may establish his or her presence and cast his or her vote by proxy. A proxy may be given by any person entitled to vote, but shall be valid only for the specific meeting for which originally given and any lawful adjournment of that meeting, and no proxy is valid longer than ninety (90) days after the date of the first meeting for which it was given. Every proxy shall be revocable at the pleasure of the person

executing it. To be valid, a proxy must be in writing, dated, signed by the person authorized to cast the vote for the Parcel, and specify the date, time and place of the meeting for which it is given. The original must be delivered to the Association at or before the appointed time of the meeting or reconvening thereof.

3.6 Adjourned Meetings. Any duly called meeting of the Members may be adjourned to be reconvened at a specific later time by vote of the majority of the voting interests present, regardless of whether a quorum has been attained. Any business which might have been conducted at the meeting as originally scheduled may instead be conducted at the continuance.

3.7 Order of Business. The order of business at Members' meetings shall be substantially as follows:

- A. Counting of ballots in election of Directors (if necessary).
- B. Call of the roll or determination of quorum.
- C. Reading or disposal of minutes of last Members' meeting
- D. Reports of Officers
- E. Reports of Committees
- F. Unfinished Business
- G. New Business
- H. Adjournment

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3.8 Minutes. Minutes of all meetings of Members and of the Board of Directors shall be kept in a businesslike manner and available for inspection by Members or their authorized representatives and Board members at all reasonable times and for a period of seven (7) years after the meeting.

3.9 Parliamentary Rules. Roberts' Rules of Order (latest edition) shall govern the conduct of the Association meetings when not in conflict the law, the Declaration, the Articles, or these Bylaws. The presiding officer may appoint a Parliamentarian whose decision on questions of parliamentary procedure shall be final. Any question or point of order not raised at the meeting to which it relates shall be deemed waived.

3.10 Action by Members Without a Meeting. Except for the annual meeting, any action required or permitted to be taken at a meeting of the Members may be taken by mail without a meeting if written ballots or other instruments indicating approval of the action proposed to be taken are signed and returned by the Members such that there exists unanimous approval by the voting interest of the Members of the Association. Upon receiving the required number of written consents, the Board of Directors shall take the authorized action upon adopting a resolution to that effect. Nothing in this paragraph shall be construed in derogation of Members' rights to call a special meeting of the membership, as elsewhere provided in these Bylaws.

#### ARTICLE IV BOARD OF DIRECTORS



4.1 General. The administration of the affairs of the Association shall be by a Board of Directors. All powers and duties granted to the Association by law, as modified and explained in the Declaration, shall be exercised by the Board, subject to approval or consent of the Members only when such is specifically or expressly required.

4.2 Number and Terms of Service. The number of Directors which shall constitute the whole Board of Directors shall be three (3). A Director's term will end at the annual election at which his/her successor is to be duly elected, unless said Director sooner resigns or is recalled as provided in 4.6 below. Directors to be elected by the Members shall be as described in Section 4.4 below, or in the case of a vacancy, as provided in Section 4.5 below.

4.3 Qualifications. The Articles shall control the qualifications of the Board of Directors.

4.4 Annual Elections and Nominations. On the date of each annual meeting, the Members shall elect by written ballot as many Directors as there are regular terms of Directors expiring. Directors shall be elected in the manner described herein. Annually, the Member from the GVB Property shall be entitled to elect one Director and the Member from the Park Apartments/Monroe Property shall be entitled to elect one Director. The third Director shall be elected on a rotating basis such that in even numbered years the Member from the Park Apartments/Monroe Property shall elect the third Director and in odd numbered years the Member from the GVB Property shall be entitled to elect the third Director.

4.5 Vacancies on the Board. If the office of any Director becomes vacant for any reason, a successor or successors to fill the vacancy for the unexpired term or terms of the seat(s) being filled shall be appointed or elected as follows:

A. If a vacancy is caused by the death, disqualification or resignation of a Director, all of the remaining Directors by unanimous vote, even if the remaining Directors constitute less than a quorum, shall appoint a successor.

B. If a vacancy occurs as a result of a recall and less than a majority of the Directors are removed, the vacancy may be filled by appointment by all of the remaining Directors, even if the remaining Directors constitute less than a quorum. If vacancies occur as a result of a recall in which a majority or more of the Directors are removed, an election conforming to the requirements and provisions of Section 4.4 shall be held to fill the vacancies.

4.6 Recall and Removal of Directors. Any or all Directors may be recalled and removed from office with or without cause by a unanimous vote of the entire membership, either by a written petition or at any meeting called for that purpose.

4.7 Organizational Meeting. The organizational meeting of a new Board of Directors shall be held within ten (10) days after the election of new Directors, at such place, day and time as may be fixed and announced by the Directors at the meeting in conjunction with which they were elected.

4.8 Other Meetings. Meetings of the Board may be held at such time and place as shall be determined from time to time by the Board. Notice of meetings shall be given to each Director at least two (2) days prior to the day named for such meeting.

4.9 Open Meetings. All meetings of the Board of Directors shall be open to Members, but Members shall not be entitled to participate at such meetings.

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4.10 Waiver of Notice. Any Director may waive notice of a meeting before or after the meeting, and such waiver shall be deemed equivalent to the giving of notice. If all Directors are present at a meeting, no notice to Directors shall be required.

4.11 Quorum of Directors. A quorum at a Board meeting shall exist when at least a majority of all Directors are present in person at a duly called meeting. Directors may participate in any meeting of the Board by a conference telephone call or similar communicative arrangement whereby all persons present can hear and speak to all other persons.

4.12 Vote Required. The acts approved by at least a majority of those Directors present and voting at a meeting at which a quorum exists shall constitute the acts of the Board of Directors, except when approval by a greater number of Directors is required by the Articles, the Declaration or by applicable law. A Director who is present at a meeting of the Board shall be deemed to have voted in favor of any action taken, unless said Director voted against such action or abstained from voting because of an asserted conflict of interest. The vote or abstention of each Director present on each issue voted upon shall be recorded in the minutes.

4.13 Adjourned Meetings. The majority of the Directors present at any meeting of the Board, regardless of whether a quorum exists, may adjourn the meeting to be reconvened at a specific time and date. At any reconvened meeting, provided a quorum is present, any business may be transacted that might have been transacted at the meeting originally as called.

4.14 Compensation of Directors and Officers. Neither Directors nor officers shall receive compensation for their services as such. Directors and officers may be reimbursed for all actual and proper out-of-pocket expenses relating to the proper discharge of their respective duties.

4.15 Powers of the Board of Directors. In addition to powers granted by law, the Board of Directors shall have power to:

A. Exercise for the Association all powers, duties and authorities vested in or delegated to the Association and not expressly reserved to the membership by other provisions of these Bylaws, the Articles or the Declaration.

B. Adopt and publish rules and regulations governing the use of the Common Area and facilities, and the personal conduct of the Members and their employees, guests, invitees and tenants thereon, and to establish penalties for the infraction thereof;

C. Employ a manager, an independent contractor, or such employees as they may deem necessary and to prescribe their duties; and

D. Appoint from time to time such standing or temporary committees as the Board may deem necessary and convenient for the efficient and effective operation of the Association and as prescribed by these Bylaws and the Declaration.

4.16 Duties of the Board of Directors. It shall be the duty of the Board of Directors to:

A. Cause to be kept a complete record of all its acts and corporate affairs;

B. Supervise all officers, agents and employees of the Association and to see that their duties are properly performed;

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C. As more fully provided in the Declaration to: (1) fix the date of commencement and the amount of the annual assessment against each Parcel at least thirty (30) days in advance of each annual assessment period; (2) send written notice of each assessment to each Member no later than fourteen (14) days after fixing the date of commencement and amount of assessments;

D. Issue, or to cause an appropriate officer to issue, upon demand by a person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;

E. Procure and maintain adequate officers and directors liability insurance, if available; and hazard and other types of insurance on property owned or maintained by the Association;

F. Cause all officers or employees having fiscal responsibilities to be bonded, as they may deem appropriate;

G. Enforce the terms and provisions of the Declaration; and

H. Perform or act upon anything else required by law.

#### 4.17 Deadlock.

A. Deadlock. Should deadlock, dispute or controversy arise among the Directors of the Association in regard to matters of management and Association policy or matters arising under the Articles or Bylaws of the Association and should the Directors, by using their legal power and influence as Directors, be unable to resolve such deadlock, dispute or controversy, the matter shall be submitted by the Directors to binding arbitration.

B. Determination By Arbitration. Should the Directors be unable to agree as to the scope of this provision or the application of this provision to the deadlock, dispute or controversy at issue, the scope and applicability of this provision shall be determined by the arbitrator.

C. Notice. Notice shall be given by such objecting or dissenting Director(s) that such deadlock exists within fifteen (15) days of such deadlock, by certified mail, postage prepaid, addressed to the remaining Directors(s) at the addresses listed on the Association's records.

D. Selection of Arbitrator. The Directors shall then select an arbitrator within sixty (60) days of the receipt of such notice of deadlock, upon 2/3 (two-thirds) vote of the Director(s) entitled to vote. The Directors shall reserve the right to replace the arbitrator by unanimous vote of the Directors entitled to vote.

E. Inability to Select. Should the Directors be unable to select an arbitrator or a successor arbitrator, the deadlock, dispute or controversy shall be resolved in accordance with the Florida Arbitration Code, Chapter 682, Florida Statutes.

F. Final Decision. The decision of the arbitrator shall be final and binding upon all Directors. The Directors shall vote, as the arbitrator shall direct.

G. Enforcement. To enforce these provisions, the arbitrator may obtain an injunction from a court having jurisdiction to direct the Directors to vote as the arbitrator has determined.

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## ARTICLE V OFFICERS

5.1 Officers and Elections. The executive officers of the Association shall be a President and a Vice President, who must be Directors, and a Treasurer and a Secretary, all of whom shall be elected by a majority of the Board of Directors. Any officer may be removed with or without cause by vote of a majority of all Directors at any meeting. Any person may hold two (2) or more offices. The Board may, from time to time, appoint such other officers, and designate their powers and duties, as the Board shall find to be required to manage the affairs of the Association. The officers shall hold office for one (1) year, unless he or she shall sooner resign, or be removed or otherwise disqualified to serve. However, officers may be re-elected for one or more terms, whether successive or not.

5.2 President. The President shall be the chief executive officer of the Association, and shall preside at all meetings of the Members and Directors, shall be ex-officio a member of all standing committees, shall have general and active management of the business of the Association, and shall see that all orders and resolutions of the Board are carried into effect. The President shall execute bonds, mortgages and other contracts requiring seal of the Association, except where such are permitted by law to be otherwise signed and executed, and the power to execute is delegated by the Board of Directors to some other officer or agent of the Association.

5.3 Vice President. The Vice President shall, in the absence or disability of the President, perform the duties and exercise the powers of the President, and shall perform such other duties as the Board of Directors shall assign.

5.4 Secretary. The Secretary shall attend all meetings of the Board of Directors and all meetings of the Members, and shall cause all votes and the minutes of all proceedings to be recorded in a book or books to be kept for such purpose, and shall perform like duties for the standing committees when required. The Secretary shall give, or cause to be given, notice of all meetings of the Members and of the Board of Directors, and shall perform such other duties as may be prescribed by the Board or the President. The Secretary shall keep in safe custody the seal of the Association and, when authorized by the Board, affix the same to any instrument requiring said affixation. Any of the foregoing duties may be performed by an Assistant Secretary, if one has been designated by the Board.

5.5 Treasurer. The Treasurer shall be responsible for Association funds and securities, the keeping of full and accurate accounts of receipts and disbursements in books belonging to the Association, and the deposit of all monies and other valuable effects in the name and to the credit of the Association in such depositories as may be designated by the Board of Directors. The Treasurer shall oversee the disbursement of the funds of the Association, and for keeping proper vouchers for such disbursements, and shall render to the President and Directors, at the meetings of the Board, or whenever they may require it, an accounting of all transactions and of the financial condition of the Association. Any of the foregoing duties may be performed by an Assistant Treasurer, if any has been designated by the Board.

## ARTICLE VI FISCAL MATTERS

The provisions for fiscal management of the Association set forth in the Declaration shall be supplemented by the following provisions:

6.1 Depository. The Association shall maintain its funds in federally insured accounts in such financial institutions authorized to do business in the State of Florida as shall be designated from



time to time by the Board. Withdrawal of monies from such accounts shall only be by such persons as are expressly authorized by the Board.

6.2 Budget. The Board of Directors shall adopt a budget of common expenses for each fiscal year. The proposed budget shall be detailed and shall show the amounts budgeted by income and expense classifications. The Association shall provide each Member with a copy of the annual budget or a written notice that a copy of the budget is available upon request at no charge to the Member.

6.3 Reserves for Capital Expenditures and Deferred Maintenance. In addition to annual operating expenses, the proposed budget shall include reserve accounts for capital expenditures and deferred maintenance. The amount to be reserved shall be computed by a formula based upon the estimated remaining useful life and replacement cost or deferred maintenance expense of each reserve item. Reserves funded under this paragraph, and all interest earned on such reserves, shall be used only for the purposes for which they were reserved, unless their use for other purposes is approved in advance by vote of a majority of the voting interests voting in person or by limited proxy at a Members' meeting duly called for that purpose.

6.4 Other Reserves. In addition to the reserves provided in Section 6.3 above, or in place of them if the Members so vote, the Board may establish one or more additional reserve accounts for contingencies, operating expenses, repairs, minor improvements, deferred maintenance or otherwise. The purpose of these reserves is to provide financial stability and to avoid the need for special assessments on a frequent basis. The amounts proposed to be so reserved shall be shown in the proposed annual budget each year. Unless otherwise restricted by law, these funds may be spent for any purpose approved by the Board.

6.5 Assessments. As more fully provided in the Declaration, each Member is obligated to pay to the Association assessments which are secured by a continuing lien upon the property against which the assessment is made. Assessments shall be paid quarterly, unless otherwise determined by the Board of Directors. Any assessments which are not paid when due shall be delinquent. In addition, the Association may charge an administrative late fee, not to exceed the greater of \$250.00 or 5% of each delinquent installment. Payments on account of delinquent assessments shall first be applied to interest, then to late fees, then to costs and attorneys fees and then to the delinquent payment. The Association may bring an action at law or equity against the Owner personally obligated to pay the same or foreclose the lien against the Parcel, and interest, costs and reasonable attorneys' fees of any such action shall be added to the amount of such assessment. No Owner may waive or otherwise escape liability for the assessment provided for herein by non-use of the Common Area or abandonment of a Parcel.

6.6 Fidelity Bonds. The President, Treasurer, and all persons who are authorized to sign checks, and all other persons having access to or control over Association funds shall be bonded, if the Board deems such bond necessary. The premiums on such bonds shall be paid by the Association.

6.7 Fiscal Year. The fiscal year for the Association shall begin on the 1st day of January of each calendar year and end on the 31<sup>st</sup> day of December of every year. The Board of Directors may change to a different fiscal year in accordance with the provisions and regulations from time to time prescribed in the Internal Revenue Code of the United States of America.

6.8 Failure to Adopt Budget. The failure or delay of the Board of Directors for any reason to adopt a budget for any fiscal year in the manner provided herein shall not constitute a waiver or release of the obligation of an Owner to pay the Assessments. In such an event, the Assessments to be paid by the Owners for said fiscal year shall automatically continue on the basis of the last budget adopted by the Association and shall continue until such time as the Board adopts a new budget.

**ARTICLE VII  
COMPLIANCE AND DEFAULT; REMEDIES.**

In addition to all other remedies, the following provisions shall apply:

7.1 Fines. The Board of Directors, in its sole discretion, may levy reasonable fines against Members who commit violations of the law, the provisions of the Bylaws or Declaration, or the rules and regulations, or who condone such violations by their guests, employees, invitees, agents or tenants. The Association may also suspend, for a reasonable period of time, the rights of a Member or a Member's tenants, guests, employees, invitees or agents to use the Common Area. The procedure for imposing fines shall be as provided in the Declaration and subject to the following:

A. The party against whom the fine is sought to be levied shall be afforded an opportunity for hearing after reasonable notice of not less than fifteen (15) days.

B. The requirements of this subsection do not apply to the imposition of suspensions of fines upon any Member because of the failure of the Member to pay assessments or other charges when due.

C. Suspension of Common Area use rights shall not impair the right of an Owner or tenant of a Parcel to have vehicular and pedestrian ingress to and egress from the Parcel, including, but not limited to, the right to park.

D. The Association may not suspend the voting rights of a Member.

**ARTICLE VIII  
AMENDMENT OF BYLAWS**

9.1 Vote. These Bylaws may be amended at a regular or special meeting of the Members, by a unanimous vote of the voting interest of the Members of the Association present in person or by proxy.

9.2 Conflict. In the case of any conflict between the Articles and these Bylaws, the Articles shall control; and in the case of any conflict between the Declaration and these Bylaws, the Declaration shall control.

**ARTICLE IX  
MISCELLANEOUS**

10.1 Gender. Whenever the masculine or singular form of a pronoun is used in these Bylaws, it shall be construed to mean the masculine, feminine or neuter; singular or plural, as the context requires.

10.2 Severability. Should any portion of these Bylaws be declared void or become unenforceable, the remaining provisions shall remain in full force and effect.

The foregoing were adopted as the By-Laws of COLONY CORPORATE CENTER OWNERS' ASSOCIATION, INC., a corporation not for profit under the laws of the State of Florida on this 2nd day of December, 2010.

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**ARTICLE IX  
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10.1 Gender. Whenever the masculine or singular form of a pronoun is used in these Bylaws, it shall be construed to mean the masculine, feminine or neuter; singular or plural, as the context requires.

10.2 Severability. Should any portion of these Bylaws be declared void or become unenforceable, the remaining provisions shall remain in full force and effect.

The foregoing were adopted as the By-Laws of COLONY CORPORATE CENTER OWNERS' ASSOCIATION, INC., a corporation not for profit under the laws of the State of Florida on this 2nd day of December, 2010.

**COLONY CORPORATE CENTER OWNERS'  
ASSOCIATION, INC.,**  
a Florida not-for-profit corporation

By: \_\_\_\_\_

Name: Aldo Berth

Title: Man/VP

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COLONY CORPORATE CENTER OWNERS'  
ASSOCIATION, INC.,  
a Florida not-for-profit corporation

By: Nancy Mattis  
Name: NANCY MATTIS  
Title: Pres.

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**EXHIBIT "E"**  
**SFWMD PERMIT**

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**SOUTH FLORIDA WATER MANAGEMENT DISTRICT  
SURFACE WATER MANAGEMENT  
GENERAL PERMIT NO. 36-01620-S-06**

Form #0942  
08/95

DATE ISSUED: July 28, 1998

PERMITTEE: COLONY CORPORATE CENTER  
13356 ROSEWOOD LANE  
NAPLES, FL 34119

PROJECT DESCRIPTION: MODIFICATION OF A SURFACE WATER MANAGEMENT SYSTEM SERVING 3.83 ACRES OF COMMERCIAL DEVELOPMENT KNOWN AS COLONY CORPORATE CENTER, PELICAN LANDING.

PROJECT LOCATION: LEE COUNTY, SECTION 9 TWP 47S RGE 25E

PERMIT DURATION: Five years from the date issued to complete construction of the surface water management system as authorized herein. See attached Rule 40E-4.321, Florida Administrative Code.

This is to notify you of the District's agency action concerning Permit Application No. 980630-4, dated June 30, 1998. This action is taken pursuant to Rule 40E-1.606 and Chapter 40E-40, Florida Administrative Code (F.A.C.).

Based on the information provided, District rules have been adhered to and a Surface Water Management General Permit is in effect for this project subject to:

1. Not receiving a filed request for a Chapter 120, Florida Statutes, administrative hearing,
2. the attached Standard Limiting Conditions,
3. the attached 8 Special Conditions, and
4. the attached 5 Exhibit(s).

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Should you object to these conditions, please refer to the attached "Notice of Rights" which addresses the procedures to be followed if you desire a public hearing or other review of the proposed agency action. Please contact this office if you have any questions concerning this matter. If we do not hear from you in accordance with the "Notice of Rights," we will assume that you concur with the District's action.

**CERTIFICATE OF SERVICE**

HEREBY CERTIFY that a "Notice of Rights" has been mailed to the Permittee (and the persons listed in the attached distribution list) no later than 5:00 p.m. on this 9th day of July, 1998, in accordance with Section 120.60(3), Florida Statutes.

Y: \_\_\_\_\_  
Benjamin C. Pratt, P.E.  
Area Manager - Regulation  
Ft Myers Service Center

Certified Mail No. P 482 245 425

enclosures

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**NOTICE OF RIGHTS**

Section 120.569(1), Fla. Stat. (1997), requires that "each notice shall inform the recipient of any administrative hearing or judicial review that is available under this section, s. 120.57, or s. 120.68; shall indicate the procedure which must be followed to obtain the hearing or judicial review, and shall state the time limits which apply." Please note that this Notice of Rights is not intended to provide legal advice. Not all the legal proceedings detailed below may be an applicable or appropriate remedy. You may wish to consult an attorney regarding your legal rights.

**Petition for Administrative Proceedings**

1. A person whose substantial interests are affected by the South Florida Water Management District's (SFWMD) action has the right to request an administrative hearing on that action. The affected person may request either a formal or an informal hearing, as set forth below. A point of entry into administrative proceedings is governed by Rules 28-106.111 and 40E-1.511, Fla. Admin. Code, (also published as an exception to the Uniform Rules of Procedure as Rule 40E-0.109), as set forth below. Petitions are deemed filed upon receipt of the original documents by the SFWMD Clerk.

a. Formal Administrative Hearing

If a genuine issue(s) of material fact is in dispute, the affected person seeking a formal hearing on a SFWMD decision which does or may determine their substantial interests shall file a petition for hearing pursuant to Sections 120.569 and 120.57(1), Fla. Stat. or for mediation pursuant to Section 120.578, Fla. Stat. within 21 days, except as provided in subsections c. and d. below, of either written notice through mail or posting or publication of notice that the SFWMD has or intends to take final agency action. Petitions must substantially comply with the requirements of Rule 28-106.201(2), Fla. Admin. Code, a copy of the which is attached to this Notice of Rights.

b. Informal Administrative Hearing

If there are no issues of material fact in dispute, the affected person seeking an informal hearing on a SFWMD decision which does or may determine their substantial interests shall file a petition for hearing pursuant to Sections 120.569 and 120.57(2), Fla. Stat. or for mediation pursuant to Section 120.578, Fla. Stat. within 21 days, except as provided in subsections c. and d. below, of either written notice through mail or posting or publication of notice that the SFWMD has or intends to take final agency action. Petitions must substantially comply with the requirements of Rule 28-106.301(2), Fla. Admin. Code, a copy of the which is attached to this Notice of Rights.

c. Administrative Complaint and Order

If a Respondent objects to a SFWMD Administrative Complaint and Order, pursuant to Section 373.119, Fla. Stat. (1997), the person named in the Administrative Complaint and Order may file a petition for a hearing no later than 14 days after the date such order is served. Petitions must substantially comply with the requirements of either subsection a. or b. above.

d. State Lands Environmental Resource Permit

Pursuant to Section 373.427, Fla. Stat., and Rule 40E-1.511(3), Fla. Admin. Code (also published as an



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#### CIRCUIT COURT

5. Pursuant to Section 373.617, Fla. Stat., any substantially affected person who claims that final agency action of the SFWMD relating to permit decisions constitutes an unconstitutional taking of property without just compensation may seek judicial review of the action in circuit court by filing a civil action in the circuit court in the judicial circuit in which the affected property is located within 90 days of the rendering of the SFWMD's final agency action.

6. Pursuant to Section 403.412, Fla. Stat., any citizen of Florida may bring an action for injunctive relief against the SFWMD to compel the SFWMD to enforce the laws of Chapter 373, Fla. Stat., and Title 62, Fla. Admin. Code. The complainant must file with the SFWMD Clerk a verified complaint setting forth the facts upon which the complaint is based and the manner in which the complaining party is affected. If the SFWMD does not take appropriate action on the complaint within 30 days of receipt, the complaining party may then file a civil suit for injunctive relief in the 5th Judicial Circuit in and for Palm Beach County or circuit court in the county where the cause of action allegedly occurred.

7. Pursuant to Section 373.433, Fla. Stat., a private citizen of Florida may file suit in circuit court to require the abatement of any stormwater management system, dam, impoundment, reservoir, appurtenant work or works that violate the provisions of Chapter 373, Fla. Stat.

#### DISTRICT COURT OF APPEAL

8. Pursuant to Section 120.68, Fla. Stat., a party who is adversely affected by final SFWMD action may seek judicial review of the SFWMD's final decision by filing a notice of appeal pursuant to Florida Rule of Appellate Procedure 9.110 in the Fourth District Court of Appeal or in the appellate district where a party resides and filing a second copy of the notice with the

SFWMD Clerk within 30 days of rendering of the final SFWMD action.

#### LAND AND WATER ADJUDICATORY COMMISSION

9. A party to a "proceeding below" may seek review by the Land and Water Adjudicatory Commission (LAWAC) of SFWMD's final agency action to determine if such action is consistent with the provisions and purposes of Chapter 373, Fla. Stat. Pursuant to Section 373.114, Fla. Stat., and Rules 42-2.013 and 42-2.0132, Fla. Admin. Code, a request for review of (a) an order or rule of the SFWMD must be filed with LAWAC within 20 days after rendition of the order or adoption of the rule sought to be reviewed; (b) an order of the Department of Environmental Protection (DEP) requiring amendment or repeal of a SFWMD rule must be filed with LAWAC within 30 days of rendition of the DEP's order; and (c) a SFWMD order entered pursuant to a formal administrative hearing under Section 120.57(1), Fla. Stat., must be filed no later than 20 days after rendition of the SFWMD's final order. Simultaneous with filing, a copy of the request for review must be served on the DEP Secretary, any person named in the SFWMD or DEP final order, and all parties to the proceeding below. A copy of Rule 42-2.013, Fla. Admin. Code is attached to this Notice of Rights.

#### PRIVATE PROPERTY RIGHTS PROTECTION ACT

10. A property owner who alleges a specific action of the SFWMD has inordinately burdened an existing use of the real property, or a vested right to a specific use of the real property, may file a claim in the circuit court where the real property is located within 1 year of the SFWMD action pursuant to the procedures set forth in Subsection 70.001(4)(a), Fla. Stat.

#### LAND USE AND ENVIRONMENTAL DISPUTE RESOLUTION

11. A property owner who alleges that a SFWMD development order (as that term is defined in Section 70.51(2)(a), Fla. Stat. to include permits) or



violation of principals of fairness that would justify a waiver or variance for the petitioner;

(h) the reason why the variance or the waiver requested would serve the purposes of the underlying statute; and

(i) a statement of whether the variance or waiver is permanent or temporary. If the variance or waiver is temporary, the petition shall include the dates indicating the duration of the requested variance or waiver.

A person requesting an emergency variance from or waiver of a SFWMD rule must clearly so state in the caption of the petition. In addition to the requirements of Section 120.542(5), Fla. Stat. pursuant to Rule 28-104.004(2), Fla. Admin. Code, the petition must also include:

a) the specific facts that make the situation an emergency; and

b) the specific facts to show that the petitioner will suffer immediate adverse effect unless the variance or waiver is issued by the SFWMD more expeditiously than the applicable timeframes set forth in Section 120.542, Fla. Stat.

#### WAIVER OF RIGHTS

14. Failure to observe the relevant time frames prescribed above will constitute a waiver of such right.

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within the time period provided in Rule 42-2.0132 shall result in dismissal of the request for review.

(2) The request for review shall identify the rule or order requested to be reviewed, the proceeding in which the rule or order was entered and the nature of the rule or order. A copy of the rule or order sought to be reviewed shall be attached. The request for review shall state with particularity:

(a) How the order or rule conflicts with the requirements, provisions and purposes of Chapter 373, F.S., or rules duly adopted thereunder;

(b) How the rule or order sought to be reviewed affects the interests of the party seeking review;

(c) The oral or written statement, sworn or unsworn, which was submitted to the agency concerning the matter to be reviewed and the date and location of the statement, if the individual or entity requesting the review has not participated in a proceeding previously instituted pursuant to Chapter 120, F.S., on the order for which review is sought;

(d) If review of an order is being sought, whether and how the activity authorized by the order would substantially affect natural resources of statewide or regional significance, or whether the order raises issues of policy, statutory interpretation, or rule interpretation that have regional or statewide significance from a standpoint of agency precedent, and all the factual bases in the record which the petitioner claims support such determination(s); and

(e) The action requested to be taken by the Commission as a result of the review, whether to rescind or modify the order, or remand the proceeding to the water management district for further action, or to require the water management district to initiate rulemaking to adopt, amend or repeal a rule.

#### 28-107.005 EMERGENCY ACTION

(1) If the agency finds that immediate serious danger to the public health, safety, or welfare requires emergency action, the agency shall summarily suspend, limit, or restrict a license.

(2) the 14-day notice requirement of Section 120.569(2)(b), F. S., does not apply and shall not be construed to prevent a hearing at the earliest time practicable upon request of an aggrieved party.

(3) Unless otherwise provided by law, within 20 days after emergency action taken pursuant to paragraph (1) of this rule, the agency shall initiate a formal suspension or revocation proceeding in compliance with Sections 120.569, 120.57, and 120.60, F.S.

#### 40E-1.611 EMERGENCY ACTION

(1) An emergency exists when immediate action is necessary to protect public health, safety or welfare; the health of animals, fish or aquatic life; the works of the District; a public water supply, or recreational, commercial, industrial, agricultural or other reasonable uses of land and water resources.

(2) The Executive Director may employ the resources of the District to take whatever remedial action necessary to alleviate the emergency condition without the issuance of an emergency order, or in the event an emergency order has been issued, after the expiration of the requisite time for compliance with that order.

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STANDARD LIMITING CONDITIONS

1. THE PERMITTEE SHALL IMPLEMENT THE WORK AUTHORIZED IN A MANNER SO AS TO MINIMIZE ANY ADVERSE IMPACT OF THE WORKS ON FISH, WILDLIFE, NATURAL ENVIRONMENTAL VALUES, AND WATER QUALITY. THE PERMITTEE SHALL INSTITUTE NECESSARY MEASURES DURING THE CONSTRUCTION PERIOD, INCLUDING FULL COMPACTION OF ANY FILL MATERIAL PLACED AROUND NEWLY INSTALLED STRUCTURES, TO REDUCE EROSION, TURBIDITY, NUTRIENT LOADING AND SEDIMENTATION IN THE RECEIVING WATERS.
2. WATER QUALITY DATA FOR THE WATER DISCHARGED FROM THE PERMITTEE'S PROPERTY OR INTO SURFACE WATERS OF THE STATE WILL BE SUBMITTED TO THE DISTRICT AS REQUIRED BY SECTION 5.9, "BASIS OF REVIEW FOR SURFACE WATER MANAGEMENT PERMIT APPLICATIONS WITHIN SOUTH FLORIDA WATER MANAGEMENT DISTRICT - MARCH, 1994." PARAMETERS TO BE MONITORED MAY INCLUDE THOSE LISTED IN CHAPTER 62-302, F.A.C. IF WATER QUALITY DATA IS REQUIRED, THE PERMITTEE SHALL PROVIDE DATA ON VOLUMES OF WATER DISCHARGED, INCLUDING TOTAL VOLUME DISCHARGED DURING THE DAYS OF SAMPLING AND TOTAL MONTHLY DISCHARGES FROM THE PROPERTY OR INTO SURFACE WATERS OF THE STATE.
3. THIS PERMIT SHALL NOT RELIEVE THE PERMITTEE OF ANY OBLIGATION TO OBTAIN NECESSARY FEDERAL, STATE, LOCAL OR SPECIAL DISTRICT APPROVALS.
4. THE OPERATION PHASE OF THIS PERMIT WILL NOT BECOME EFFECTIVE UNTIL THE DISTRICT'S ACCEPTANCE OF CERTIFICATION OF THE COMPLETED SURFACE WATER WATER MANAGEMENT SYSTEM. THE PERMITTEE SHALL REQUEST TRANSFER OF THE PERMIT TO THE RESPONSIBLE OPERATIONAL ENTITY ACCEPTED BY THE DISTRICT, IF DIFFERENT FROM THE PERMITTEE. THE TRANSFER REQUEST CAN BE SUBMITTED CONCURRENTLY WITH THE CONSTRUCTION COMPLETION CERTIFICATION.
5. ALL ROAD ELEVATIONS SHALL BE SET IN ACCORDANCE WITH THE CRITERIA SET FORTH IN SECTION 6.5, "BASIS OF REVIEW FOR SURFACE WATER MANAGEMENT PERMIT APPLICATIONS WITHIN SOUTH FLORIDA WATER MANAGEMENT DISTRICT - MARCH, 1994."
6. ALL BUILDING FLOOR ELEVATIONS SHALL BE SET IN ACCORDANCE WITH THE CRITERIA SET FORTH IN SECTION 6.4, "BASIS OF REVIEW FOR SURFACE WATER MANAGEMENT PERMIT APPLICATIONS WITHIN SOUTH FLORIDA WATER MANAGEMENT DISTRICT - MARCH, 1994."
7. OFF-SITE DISCHARGES DURING CONSTRUCTION AND DEVELOPMENT WILL BE MADE ONLY THROUGH THE FACILITIES AUTHORIZED BY THIS PERMIT.
8. A PERMIT TRANSFER TO THE OPERATION PHASE SHALL NOT OCCUR UNTIL A RESPONSIBLE ENTITY MEETING THE REQUIREMENT IN SECTION 9.0, "BASIS OF REVIEW FOR SURFACE WATER MANAGEMENT PERMIT APPLICATIONS WITHIN SOUTH FLORIDA WATER MANAGEMENT DISTRICT - MARCH, 1994," HAS BEEN ESTABLISHED TO OPERATE AND MAINTAIN THE SYSTEM. THE ENTITY MUST BE PROVIDED WITH SUFFICIENT OWNERSHIP OR LEGAL INTEREST SO THAT IT HAS CONTROL OVER ALL WATER MANAGEMENT FACILITIES AUTHORIZED HEREIN.
9. THE PERMIT DOES NOT CONVEY TO THE PERMITTEE ANY PROPERTY RIGHT NOR ANY RIGHTS OR PRIVILEGES OTHER THAN THOSE SPECIFIED IN THE PERMIT AND CHAPTER 40E-4, FAC.
10. THE PERMITTEE SHALL HOLD AND SAVE THE DISTRICT HARMLESS FROM ANY AND ALL DAMAGES, CLAIMS, OR LIABILITIES WHICH MAY ARISE BY REASON OF THE CONSTRUCTION, OPERATION, MAINTENANCE OR USE OF ANY FACILITY AUTHORIZED BY THE PERMIT.

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11. THIS PERMIT IS ISSUED BASED ON THE APPLICANT'S SUBMITTED INFORMATION WHICH REASONABLY DEMONSTRATES THAT ADVERSE WATER RESOURCE RELATED IMPACTS WILL NOT BE CAUSED BY THE COMPLETED PERMIT ACTIVITY. SHOULD ANY ADVERSE IMPACTS CAUSED BY THE COMPLETED SURFACE WATER MANAGEMENT SYSTEM OCCUR, THE DISTRICT WILL REQUIRE THE PERMITTEE TO PROVIDE APPROPRIATE MITIGATION TO THE DISTRICT OR OTHER IMPACTED PARTY. THE DISTRICT WILL REQUIRE THE PERMITTEE TO MODIFY THE SURFACE WATER MANAGEMENT SYSTEM, IF NECESSARY, TO ELIMINATE THE CAUSE OF THE ADVERSE IMPACTS.
12. WITHIN 30 DAYS OF ISSUANCE OF THIS PERMIT, THE PERMITTEE OR AUTHORIZED AGENT SHALL NOTIFY THE DISTRICT (VIA THE SUPPLIED CONSTRUCTION COMMENCEMENT NOTICE OR EQUIVALENT) OF THE ACTUAL OR ANTICIPATED CONSTRUCTION START DATE AND THE EXPECTED COMPLETION DATE.
13. WHEN THE DURATION OF CONSTRUCTION EXCEEDS ONE YEAR, THE PERMITTEE OR AUTHORIZED AGENT SHALL SUBMIT CONSTRUCTION STATUS REPORTS ON AN ANNUAL BASIS (VIA THE SUPPLIED ANNUAL STATUS REPORT OR EQUIVALENT) BEGINNING ONE YEAR AFTER THE INITIAL COMMENCEMENT OF CONSTRUCTION.
14. WITHIN 30 DAYS AFTER COMPLETION OF CONSTRUCTION OF THE SURFACE WATER MANAGEMENT SYSTEM, THE PERMITTEE OR AUTHORIZED AGENT SHALL FILE A WRITTEN STATEMENT OF COMPLETION AND CERTIFICATION BY A FLORIDA REGISTERED PROFESSIONAL ENGINEER. THESE STATEMENTS MUST SPECIFY THE ACTUAL DATE OF CONSTRUCTION COMPLETION AND MUST CERTIFY THAT ALL FACILITIES HAVE BEEN CONSTRUCTED IN SUBSTANTIAL CONFORMANCE WITH THE PLANS AND SPECIFICATIONS APPROVED BY THE DISTRICT (VIA THE SUPPLIED CONSTRUCTION COMPLETION/CONSTRUCTION CERTIFICATION OR EQUIVALENT). THE CONSTRUCTION COMPLETION CERTIFICATION MUST INCLUDE, AT A MINIMUM, EXISTING ELEVATIONS, LOCATIONS AND DIMENSIONS OF THE COMPONENTS OF THE WATER MANAGEMENT FACILITIES. ADDITIONALLY, IF DEVIATIONS FROM THE APPROVED DRAWING ARE DISCOVERED DURING THE CERTIFICATION PROCESS, THE CERTIFICATION MUST BE ACCOMPANIED BY A COPY OF THE APPROVED PERMIT DRAWINGS WITH DEVIATIONS NOTED.
15. WITHIN 30 DAYS OF ANY SALE, CONVEYANCE OR OTHER TRANSFER OF ANY OF THE LAND WHICH IS PROPOSED FOR DEVELOPMENT UNDER THE AUTHORIZATION OF THIS PERMIT, THE PERMITTEE SHALL NOTIFY THE DISTRICT OF SUCH TRANSFER IN WRITING VIA EITHER FORM 0483, REQUEST FOR PERMIT TRANSFER; OR FORM 0920, REQUEST FOR TRANSFER OF SURFACE WATER MANAGEMENT CONSTRUCTION PHASE TO OPERATION PHASE (TO BE COMPLETED AND SUBMITTED BY THE OPERATING ENTITY), IN ACCORDANCE WITH SECTIONS 40E-1.6105 AND 40E-4.351, F.A.C.
16. A PRORATED SHARE OF SURFACE WATER MANAGEMENT RETENTION/DETENTION AREAS, SUFFICIENT TO PROVIDE THE REQUIRED FLOOD PROTECTION AND WATER QUALITY TREATMENT, MUST BE PROVIDED PRIOR TO OCCUPANCY OF ANY BUILDING OR RESIDENCE.
17. A STABLE, PERMANENT AND ACCESSIBLE ELEVATION REFERENCE SHALL BE ESTABLISHED ON OR WITHIN ONE HUNDRED (100) FEET OF ALL PERMITTED DISCHARGE STRUCTURES NO LATER THAN THE SUBMISSION OF THE CERTIFICATION REPORT. THE LOCATION OF THE ELEVATION REFERENCE MUST BE NOTED ON OR WITH THE CERTIFICATION REPORT.
18. IT IS THE RESPONSIBILITY OF THE PERMITTEE TO INSURE THAT ADVERSE OFF-SITE WATER RESOURCE RELATED IMPACTS DO NOT OCCUR DURING CONSTRUCTION.
19. THE PERMITTEE MUST OBTAIN A WATER USE PERMIT PRIOR TO CONSTRUCTION DEWATERING, UNLESS THE WORK QUALIFIES FOR A GENERAL PERMIT PURSUANT TO SUBSECTION 40E-20.302(4), F.A.C.

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SPECIAL CONDITIONS

1. DISCHARGE FACILITIES: THROUGH PREVIOUSLY PERMITTED FACILITIES.
2. THE PERMITTEE SHALL BE RESPONSIBLE FOR THE CORRECTION OF ANY EROSION, SHOALING OR WATER QUALITY PROBLEMS THAT RESULT FROM THE CONSTRUCTION OR OPERATION OF THE SURFACE WATER MANAGEMENT SYSTEM.
3. MEASURES SHALL BE TAKEN DURING CONSTRUCTION TO INSURE THAT SEDIMENTATION AND/OR TURBIDITY PROBLEMS ARE NOT CREATED IN THE RECEIVING WATER.
4. THE DISTRICT RESERVES THE RIGHT TO REQUIRE THAT ADDITIONAL WATER QUALITY TREATMENT METHODS BE INCORPORATED INTO THE DRAINAGE SYSTEM IF SUCH MEASURES ARE SHOWN TO BE NECESSARY.
5. FACILITIES OTHER THAN THOSE STATED HEREIN SHALL NOT BE CONSTRUCTED WITHOUT AN APPROVED MODIFICATION OF THIS PERMIT.
6. ALL SPECIAL CONDITIONS PREVIOUSLY STIPULATED BY PERMIT NUMBER 36-01620-S REMAIN IN EFFECT UNLESS OTHERWISE REVISED AND SHALL APPLY TO THIS MODIFICATION.
7. OPERATION OF THE SURFACE WATER MANAGEMENT SYSTEM SHALL BE THE RESPONSIBILITY OF BAYSIDE IMPROVEMENT COMMUNITY DEVELOPMENT DISTRICT.
8. MINIMUM FINISHED FLOOR ELEVATION: 18.5' NGVD

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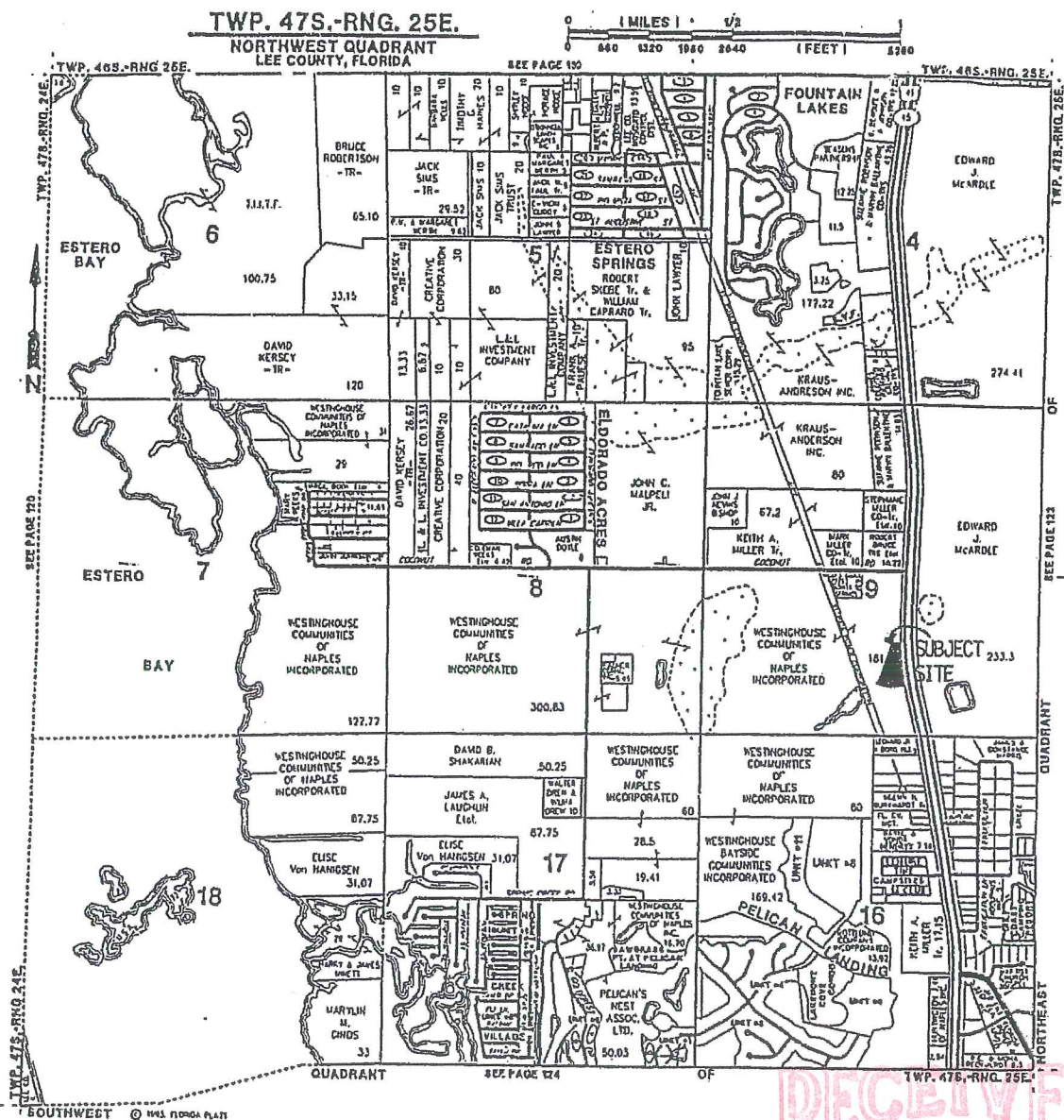
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### DIAGRAM OF QUARTERED MAPS

This is how each township is broken down when quartered:

NORTHWEST QUARTER			NORTHEAST QUARTER			SOUTHWEST QUARTER			SOUTHEAST QUARTER		
6	5	4	3	2	1	19	20	21	22	23	24
7	8	9	10	11	12	30	29	28	27	26	25
18	17	16	15	14	13	31	32	33	34	35	36

LOCATION MAP

COLONY CORPORATE CENTER, PELICAN LANDING

**EXHIBIT 1**



PROJECT: COLONY CORPORATE CENTER, PELICAN LANDING

PERMIT SUMMARY SHEET

APPLICATION NUMBER: 980630-4

PERMIT MODIFICATION NO.: 36-01620-S-06

ADD 2010-00073

LOCATION: LEE COUNTY, S9/T47S/R25E

OWNER: COLONY CORPORATE CENTER

ENGINEER: POKORNY & KAREH, INC.

PROJECT AREA: 3.83 ACRES DRAINAGE AREA: 3.83 ACRES

PROJECT USE: COMMERCIAL

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**FACILITIES:**

1. EXISTING: The Pelican Landing development was originally granted Conceptual approval for 289.6 acres on June 14, 1990. An additional 84.37 acres of residential development was approved for Construction and Operation at that time. Since then, numerous modifications for C&O have been approved and the project has been extensively developed.

The current application involves construction of a commercial development in Sub-basin 60 of Basin B. The majority of the surface water management facilities for Sub-basin 60 have been constructed. All have received C&O approval. Stormwater runoff within the sub-basin is conveyed via sheetflow and other constructed features to Lake 60B. Primary water quality treatment and attenuation of stormwater runoff within the basin is provided in the lake system. The ultimate outfall for Sub-basin 60 is to Spring Creek via the Pelican Landing surface water management system. The minimum finished floor elevation for Sub-basin 60 is 16.6' NGVD.

2. PROPOSED: The applicant proposes to construct a commercial office facility on Walden Center Drive in Sub-basin 60 of the Pelican Landing development. The project consists of two multi-story buildings, parking facilities, and a dry retention area that provides 1/2" of pretreatment for the stormwater runoff before it enters the master surface water management system of Pelican Landing. The pretreatment areas have a bottom contour at least one foot above the control elevation for the basin. Inlets in the treatment areas have grate elevations set above the bottom elevation of the treatment areas. After attenuation, these inlets collect the stormwater runoff and convey it to the project's lake system. The proposal is in substantial compliance with the Conceptually approved permit for Pelican Landing.

Plan sheets C-3 and C-4 by Pokorny & Kareh, Inc., signed and sealed by Ayoub R. Al-Bahou, P.E. on 6/22/98 are incorporated by reference into this General Permit Modification and will be retained in the

Exhibit 2



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APPLICATION NUMBER: 980630-4

permit file.

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PROJECT LEVEL:

DRAINAGE BASIN: SPRING CREEK

RECEIVING BODY: EXISTING SWM SYSTEM

WATER QUALITY:

Primary water quality treatment is provided in the master surface water management system for Pelican Landing. This application provides the required 1/2" dry pretreatment (0.16 acre-feet) in a 0.7 acre retention area.

ENVIRONMENTAL ASSESSMENT:

PROJECT SITE DESCRIPTION:

The site consists of pine flatwoods. There are no wetlands on the site.

EXISTING ON SITE UPLAND COMMUNITIES:

ID NO	TOTAL ACREAGE	BIOLOGICAL CONDITION	COMMUNITY TYPE	COMMUNITY ACREAGE
1	3.83	GOOD	PINE FLATWOODS	3.83

TOTAL ON SITE UPLAND ACREAGE: 3.83

ENDANGERED, THREATENED & SPECIES OF SPECIAL CONCERN SUMMARY:

The project site does not contain preferred habitat for wetland-dependent endangered/threatened species or species of special concern. No wetland-dependent endangered/threatened species or species of special concern were observed on site, and submitted information indicates that potential use of the site by such species is minimal. This permit does not relieve the applicant from complying with all applicable rules and any other agencies' requirements if in the future, endangered/threatened species or species of special concern are discovered on the site.

Exhibit 3



APPLICATION NUMBER: 980630-4

	TOTAL PROJECT	PREVIOUSLY PERMITTED	THIS PHASE	
TOTAL ACRES	3.83	.00	3.83	acres
WTRM ACREAGE	.70	.00	.70	acres
PAVEMENT	1.90	.00	1.90	acres
BUILD COVERAGE	.48	.00	.48	acres

DIVISIONAL APPROVAL:

SURFACE WATER MANAGEMENT

Richard H. Thompson

Richard H. Thompson, P.E.

DATE: 7-28-98

NATURAL RESOURCE MANAGEMENT

Barren M. Johnson

Barren M. Johnson

DATE: 7-29-98

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Exhibit 4



STAFF REPORT DISTRIBUTION LIST

PROJECT: COLONY CORPORATE CENTER, PELICAN LANDING  
APPLICATION NUMBER: 980630-4  
PERMIT MODIFICATION NUMBER: 36-01620-S-06

INTERNAL DISTRIBUTION

Reviewer:

- X Craig A. Medlock
- X Lisa L. Earhart
- X Karen M. Johnson
- X Richard H. Thompson, P.E.
  - J. Golden - REG
  - E. Hopkins - UDP
  - R. Robbins - NRM
  - Service Center Director - FTM
  - A. Waterhouse - REG
- X Permit File
- X P. Bell - LEG
- Enforcement
- Environmental PPC Reviewer
- X Field Engineering

DEPT. OF ENVIRONMENTAL PROTECTION

EXTERNAL DISTRIBUTION

- X Owner:  
COLONY CORPORATE CENTER
- X Applicant:  
COLONY CORPORATE CENTRE, INC.
- X Applicant's Consultant:  
POKORNY & KAREH, INC.
- X Engineer, County of:  
LEE

Engineer, City of:

Local Drainage District:

COUNTY

- X Lee
  - Dept of Environmental Protection
  - Development & Review
  - Mosquito Control

BUILDING AND ZONING

OTHER

- Brian Kenedy
- Clara Anne Graham-Elliott
- Div of Recreation and Park - District 8
- F.G.F.W.F.C.
- Florida Audubon - Charles Lee
- X S.W.F.R.P.C. - Glenn Heath

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## South Florida Water Management District

Fort Myers Service Center • 2301 McGregor Boulevard • Fort Myers, FL 33901  
(941) 338-2929 • Fax (941) 338-2936 • 1-800-248-1201 • Suncom 748-2929

(receipt)

Receipt No. 0000034899 - 0001

Refer to Application: 980630-4

Project Name : COLONY CORPORATE CENTER, PELICAN LANDING

COLONY CORPORATE CENTRE, INC.  
13356 ROSEWOOD LANE  
NAPLES, FL 34119

ADD 2010-00073

REVENUE ACCOUNT CODE	RECEIPT OF PERMIT APPLICATION TYPE OF APPLICATION	FEE AMOUNT		
4620	SWM GENERAL PERMIT - MOD	\$500.00		
ITEM	TRANS TYPE	DATE RECEIVED	CHECK NO	AMOUNT RECEIVED
1	PAYMENT MADE BY APPLICANT	07/02/1998	1005	\$500.00
BALANCE DUE				\$0.00

RECEIVED  
FEB 10 2011

COMMUNITY DEVELOPMENT

PROCESSED BY : PABEL  
DATE : July 2, 1998  
SERVICE CENTER : FTM

: Applicant  
Accounting  
Control  
File

*Governing Board:*

Frank Williamson, Jr., Chairman  
Eugene K. Pettis, Vice Chairman  
Mitchell W. Berger

Vera M. Carter  
William E. Graham  
William Hammond

Richard A. Machek  
Michael D. Minton  
Miriam Singer

Samuel E. Poole III, Executive Director  
Michael Slayton, Deputy Executive Director

District Headquarters • 3301 Gun Club Road, P.O. Box 24680, West Palm Beach, FL 33416-4680 • (407) 686-8800, FL WATS 1-800-432-2045

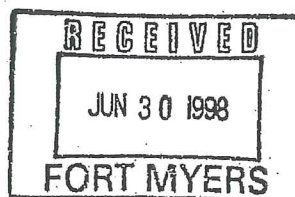


POKORNY & KAREH, INC.  
Consulting Engineers

ADD 2010-00073

June 26, 1998

Mr. Richard H. Thompson, P.E.  
Senior Engineer  
Fort Myers Service Center  
South Florida Water Management District  
2301 McGregor Boulevard  
Fort Myers, FL 33901



RECEIVED  
FEB 10 2011  
COMMUNITY DEVELOPMENT

RE: Colony Corporate Center, Pelican Landing  
Surface Water Management General Permit Modification Application

Dear Mr. Thompson:

Submitted to you for your review and approval is the attached application for a Surface Water Management General Permit Modification for the Surface Water Management System for the above referenced project.

The project is located in Section 9, Township 47 South, Range 25 East, Lee County, Florida.

Five (5) copies of the engineering report are enclosed in this submittal for your technical review.

Please feel free to call if we can answer any questions that may arise during your review of the engineering report.

Very truly yours,

POKORNY & KAREH, INC.

Ahmad R. Kareh, P.E., M.S.C.E.  
President

ARK/js

enclosures

c: Mr. Joseph E. D'Jamoos, President, Colony Corporate Centre, Inc. w/enclosures





Form 0071

APPLICATION NUMBER  
980630-4 .114

ORIGINAL SUBMITTAL

JUN 30 1998

FORT MYERS SERVICE CENTER

FOR AGENCY USE ONLY	
ACOE Application # _____	DEP/WMD Application # _____
Date Application Received _____	Date Application Received _____
Proposed Project Lat. _____	Fee Received \$ _____
Proposed Project Long. _____	Fee Receipt # _____

## SECTION A

Are any of the activities described in this application proposed to occur in, on, or over wetlands or other surface waters? ☐ yes ☒ no

Is this application being filed by or on behalf of a government entity or drainage district?

☐ yes ☒ no

A. Type of Environmental Resource Permit Requested (check at least one)

☐ Noticed General - include information requested in Section B.

☐ Standard General (Single Family Dwelling)-include information requested in Sections C and D.

☒ Standard General (all other projects) - include information requested in Sections C and E.

☐ Individual (Single Family Dwelling) - include information requested in Sections C and D.

☐ Individual (all other projects) - include information requested in Sections C and E.

☐ Conceptual - include information requested in Sections C and E.

☐ Mitigation Bank Permit (construction) - include information requested in Section C and F.

( If the proposed mitigation bank involves the construction of a surface water management system requiring another permit defined above, check the appropriate box and submit the information requested by the applicable section. )

☐ Mitigation Bank (conceptual) - include information requested in Section C and F.

B. Type of activity for which you are applying (check at least one)

☐ Construction or operation of a new system including dredging or filling in, on or over wetlands and other surface waters.

☐ Alteration or operation of an existing system which was not previously permitted by a WMD or DEP.

☒ Modification of a system previously permitted by a WMD or DEP. Provide previous permit numbers. 36-01620-S

☐ Alteration of a system ☐ Extension of permit duration ☐ Abandonment of a system

☒ Construction of additional phases of a system ☐ Removal of a system

C. Are you requesting authorization to use State Owned Lands. ☐ yes ☒ no  
(If yes include the information requested in Section G.)

D. For activities in, on or over wetlands or other surface waters, check type of federal dredge and fill permit requested: N/A

☐ Individual ☐ Programmatic General

☐ General ☐ Nationwide ☐ Not Applicable

E. Are you claiming to qualify for an exemption? ☐ yes ☒ no  
If yes provide rule number if known. \_\_\_\_\_





Form 8871

APPLICATION NUMBER

980630-4

ORIGINAL SUBMITTAL

JUN 24 2003

FORT MYERS SERVICE CENTER

OWNER(S) OF LAND (2 owners) <sup>2nd Owner to the right</sup>	ENTITY TO RECEIVE PERMIT (IF OTHER THAN OWNER)
NAME WCI Communities Limited Partnership	NAME Colony Corporate Centre, Inc.
ADDRESS 24301 Walden Center Drive, Suite 300	ADDRESS 13356 Rosewood Lane
CITY, STATE, ZIP Bonita Springs, FL 34134	CITY, STATE, ZIP Naples, FL 34119
COMPANY AND TITLE Albert F. Moscato, Jr., Vice-President	COMPANY AND TITLE Joseph E. D'Jamoos, President
TELEPHONE ( 941 ) 947-2600 FAX ( 941 ) 498-8273	TELEPHONE ( 941 ) 514-4514 FAX ( 941 ) 514-4514
AGENT AUTHORIZED TO SECURE PERMIT (IF AN AGENT IS USED)	CONSULTANT (IF DIFFERENT FROM AGENT)
NAME Ahmad R. Kareh, P.E.	NAME N/A
COMPANY AND TITLE Pokorny & Kareh, Inc. / President	COMPANY AND TITLE
ADDRESS 1342 Colonial Boulevard, Suite 24	ADDRESS
CITY, STATE, ZIP Fort Myers, FL 33907	CITY, STATE, ZIP
TELEPHONE ( 941 ) 936-7888 FAX ( 941 ) 936-7890	TELEPHONE ( ) FAX ( )

Name of project, including phase if applicable Colony Corporate Center, Pelican Landing Is this application for part of a multi-phase project? ☐ yes ☒ no  
Total applicant-owned area contiguous to the project 0 ac  
Total project area for which a permit is sought 3.831 ac  
Impervious area for which a permit is sought 2.375 ac  
What is the total area (metric equivalent for federally funded projects) of work in, on, or over wetlands or other surface waters?  
0 acres 0 square feet 0 hectares 0 square meters  
Number of new boat slips proposed. N/A

Project location (use additional sheets, if needed)  
County(ies) Lee  
Section(s) 9 Township 47 South Range 25 East  
Section(s)            Township            Range             
Land Grant name, if applicable N/A  
Tax Parcel Identification Number 09-47-25-00-00001.0070  
Street address, road, or other location 24201 & 24211 Walden Center Drive  
City, Zip Code if applicable Bonita Springs, FL 34134

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COMMUNITY DEVELOPMENT

ADD 2010-00073



APPLICATION NUMBER ORIGINAL SUBMITTAL  
980630-4 JUN 30 1998

Describe in general terms the proposed project, system, or activity.

FORT MYERS SERVICE CENTER

TWO (2) TWO (2) STORY BUILDINGS EACH WITH 10,403.77 S.F. "FOOTPRINT", PARKING AREAS AND ALL REQUIRED INFRASTRUCTURE ON A 3.831 ACRE PARCEL OF LAND (PORTION OF TRACT "A" OF PELICAN LANDING, UNIT NINETEEN) WILL BE CONSTRUCTED. THE SURFACE WATER MANAGEMENT SYSTEM FOR THE PARENT PARCEL IS PARTIALLY IN PLACE BY PERMIT NO. 36-01620-S. WE ARE PROVIDING, HEREIN, ONLY THE ONE-HALF INCH OF DRY PRETREATMENT ON-SITE WITHIN A 0.697 ACRES OF DRY RETENTION SYSTEM.

MINIMUM BUILDING FLOOR ELEVATION = 16.60 FEET NGVD.  
PROPOSED BUILDING FLOOR ELEVATION = 18.50 FEET NGVD.

THIS DEVELOPMENT FALLS IN SUB-BASIN 60, BASIN "B", IN SPECIAL DRAINAGE DISTRICT "BAYSIDE IMPROVEMENT COMMUNITY DEVELOPMENT DISTRICT", IN DISTRICT DRAINAGE BASIN "SPRING CREEK AND TIDAL".

If there have been any pre-application meetings, including at the project site, with regulatory staff, please list the date(s), location(s), and names of key staff and project representatives.

N/A

Please identify by number any MSSW/Wetland resource/ERP/ACOE Permits pending, issued or denied for projects at the location, and any related enforcement actions.

Agency	Date	No./Type of Application	Action Taken
SFWD	7/21/93	36-01620-S Surface Water	Issued
_____	_____	_____	_____
_____	_____	_____	_____

Note: The following information is required only for projects proposed to occur in, on or over wetlands that need a federal dredge and fill permit and/or authorization to use state owned submerged lands and is not necessary when applying solely for an Environmental Resource Permit. Please provide the names, addresses and zip codes of property owners whose property directly adjoins the project (excluding applicant). Please attach a plan view showing the owner's names and adjoining property lines. Attach additional sheets if necessary. N/A

1. _____	2. _____
_____	_____
_____	_____
3. _____	4. _____
_____	_____
_____	_____





Form 8871

APPLICATION NUMBER

ORIGINAL SUBMITTAL

980630-4 .11

JUN 30 1998

FORT MYERS SERVICE CENTER

ADD 2010-00073

By signing this application form, I am applying, or I am applying on behalf of the applicant, for the permit and any proprietary authorizations identified above; according to the supporting data and other incidental information filed with this application. I am familiar with the information contained in this application and represent that such information is true, complete and accurate. I understand this is an application and not a permit, and that work prior to approval is a violation. I understand that this application and any permit issued or proprietary authorization issued pursuant thereto, does not relieve me of any obligation for obtaining any other required federal, state, water management district or local permit prior to commencement of construction. I agree, or I agree on behalf of my corporation, to operate and maintain the permitted system unless the permitting agency authorizes transfer of the permit to a responsible operation entity. I understand that knowingly making any false statement or representation in this application is a violation of Section 373.430, F.S. and 18 U.S.C. Section 1001.

Ahmad R. Kareh, P.E., President / Pokorny & Kareh, Inc. / Authorized Agent

Typed/Printed Name of ~~Applicant~~ Agent (If one is so authorized below)

Signature of ~~Applicant~~ Agent  
President / Pokorny & Kareh, Inc.

06/26/98  
Date

(Corporate Title if applicable)

#### AN AGENT MAY SIGN ABOVE ONLY IF THE APPLICANT COMPLETES THE FOLLOWING:

I hereby designate and authorize the agent listed above to act on my behalf, or on behalf of my corporation, as the agent in the processing of this application for the permit and/or proprietary authorization indicated above; and to furnish, on request, supplemental information in support of the application. In addition, I authorize the above-listed agent to bind me, or my corporation, to perform any requirement which may be necessary to procure the permit or authorization indicated above. I understand that knowingly making any false statement or representation in this application is a violation of Section 373.430, F.S. and 18 U.S.C. Section 1001.

Typed/Printed Name of Applicant

Signature of Applicant

Date

(Corporate Title if applicable)

Please note: The applicant's original signature (not a copy) is required above.

#### PERSON AUTHORIZING ACCESS TO THE PROPERTY MUST COMPLETE THE FOLLOWING:

I either own the property described in this application or I have legal authority to allow access to the property, and I consent, after receiving prior notification, to any site visit on the property by agents or personnel from the Department of Environmental Protection, the Water Management District and the U.S. Army Corps of Engineers necessary for the review and inspection of the proposed project specified in this application. I authorize these agents or personnel to enter the property as many times as may be necessary to make such review and inspection. Further, I agree to provide entry to the project site for such agents or personnel to monitor permitted work if a permit is granted.

Albert F. Moscato Jr.

Typed/Printed Name

Signature

6/22/98  
Date

(Corporate Title if applicable)





Form 0971

ADD 2010-00073

APPLICATION NUMBER

APPLICATION NUMBER

980630-4

FEB 10 2011

COMMUNITY DEVELOPMENT

## SECTION C

## Environmental Resource Permit Notice of Receipt of Application

This information is required in addition to that required in other sections of the application. Please submit five copies of this notice of receipt of application and all attachments with the other required information. PLEASE SUBMIT ALL INFORMATION ON PAPER NO LARGER THAN 2' x 3'.

Project Name: Colony Corporate Center, Pelican Landing  
County: Lee  
Owner: WCI Communities Limited Partnership and Colony Corporate Centre, Inc.  
Applicant: Colony Corporate Centre, Inc.  
Applicant's Address: 13356 Rosewood Lane  
Naples, FL 34119

1. Indicate the project boundaries on a USGS quadrangle map. Attach a location map showing the boundary of the proposed activity. The map should also contain a north arrow and a graphic scale; show Section(s), Township(s), and Range(s); and must be of sufficient detail to allow a person unfamiliar with the site to find it.  
See Exhibit #C.1.a. and Exhibit #C.1.b.
2. Provide the names of all wetlands, or other surface waters that would be dredged, filled, impounded, diverted, drained, or would receive discharge (either directly or indirectly), or would otherwise be impacted by the proposed activity, and specify if they are in an Outstanding Florida Water or Aquatic Preserve:  
N/A
3. Attach a depiction (plan and section views), which clearly shows the works or other facilities proposed to be constructed. Use multiple sheets, if necessary. Use a scale sufficient to show the location and type of works.  
See attached plans.
4. Briefly describe the proposed project (such as "construct a deck with boatshelter", "replace two existing culverts", "construct surface water management system to serve 150 acre residential development");  
Construct surface water management system to serve 3.831 acre "commercial" development.
5. Specify the acreage of wetlands or other surface waters, if any, that are proposed to be disturbed, filled, excavated, or otherwise impacted by the proposed activity:  
None
6. Provide a brief statement describing any proposed mitigation for impacts to wetlands and other surface waters (attach additional sheets if necessary):  
N/A

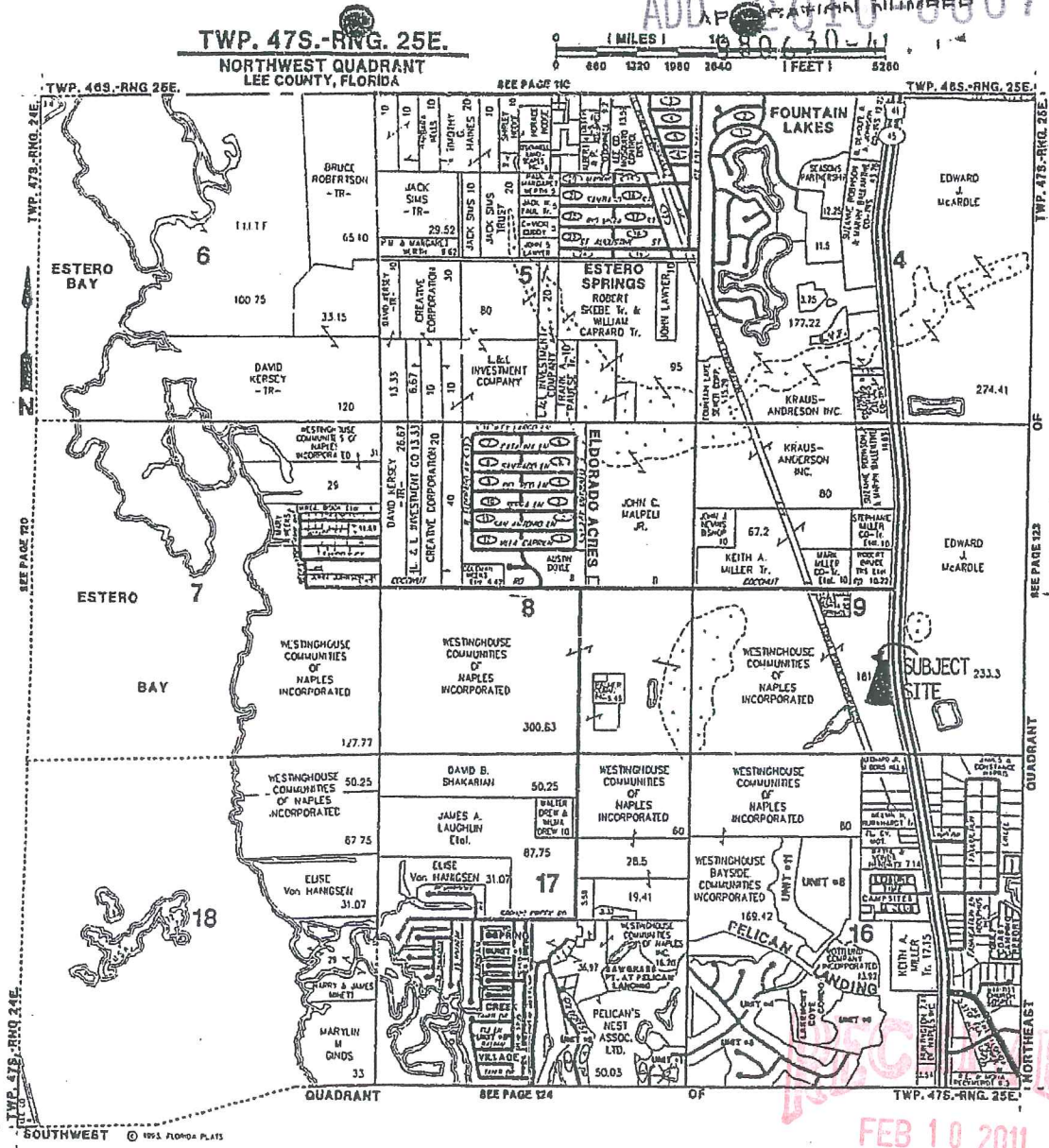
## FOR AGENCY USE ONLY

Application Name: \_\_\_\_\_  
Application Number: \_\_\_\_\_  
Office where the application can be inspected: \_\_\_\_\_

ORIGINAL SUBMITTAL



ADD. P. 2010 00073



**DIAGRAM OF QUARTERED MAPS**

This is how each township is broken down when quartered:

NORTHWEST QUARTER			NORTHEAST QUARTER			SOUTHWEST QUARTER			SOUTHEAST QUARTER		
6	5	4	3	2	1	19	20	21	22	23	24
7	8	9	10	11	12	30	29	28	27	26	25
18	17	16	15	14	13	31	32	33	34	35	36

LOCATION MAP:

COLONY CORPORATE CENTER, PELICAN LANDING

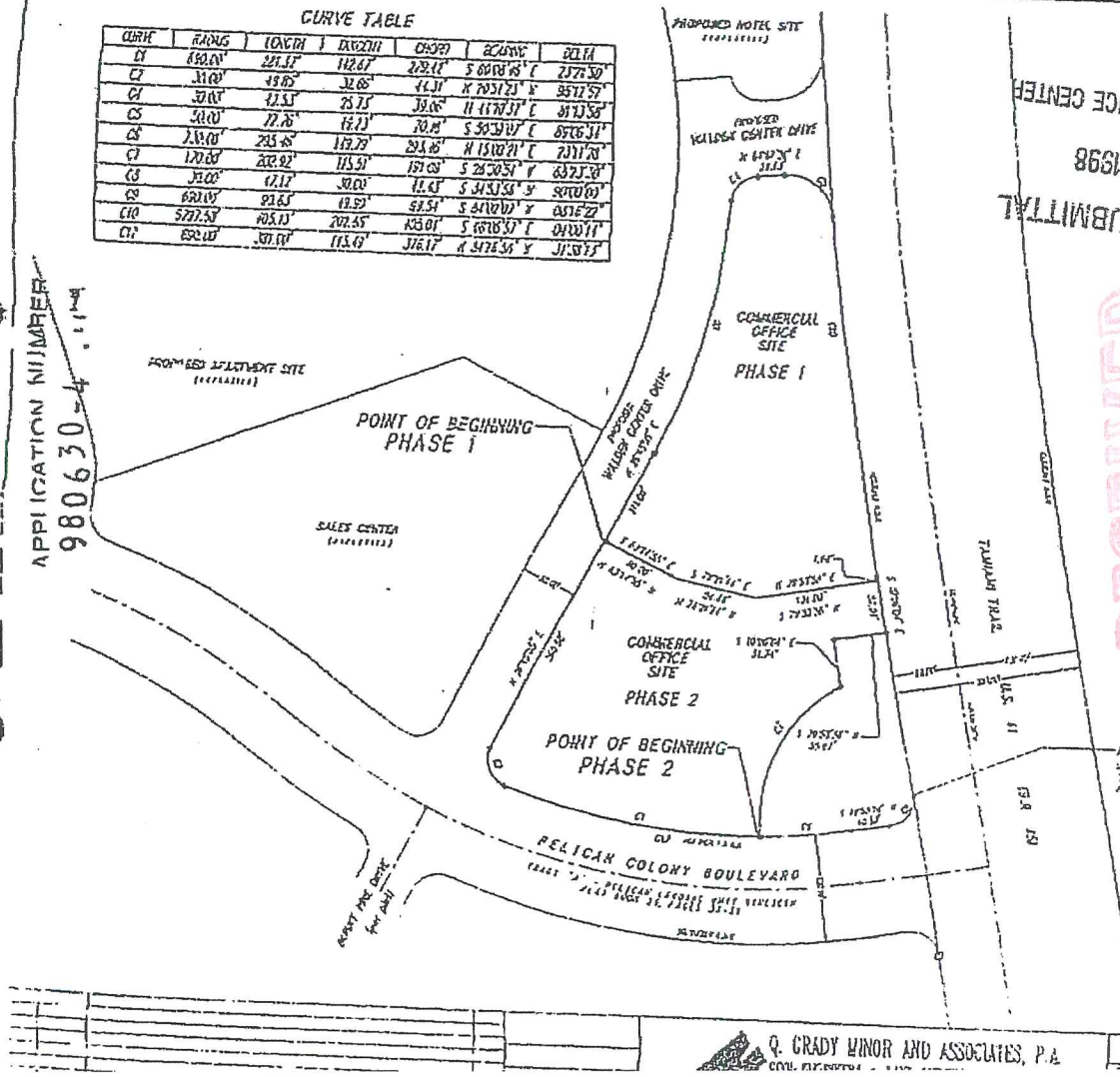
ORIGINAL SUBMITTAL  
JUN 30 1993  
FORT MYERS SERVICE CENTER



**CURVE TABLE**

CURVE	RADIUS	LENGTH	CHORD	CHORD BEARING	DELTA
C1	180.00'	221.33'	112.47'	232.11°	56.00°
C2	31.00'	49.82'	32.68'	11.31°	11.31°
C3	30.00'	42.55'	25.75'	39.66°	11.11°
C4	30.00'	77.78'	44.73'	70.41°	5.50°
C5	230.00'	235.48'	119.79'	294.46°	15.00°
C6	120.00'	232.92'	115.51'	197.05°	5.26°
C7	31.00'	17.17'	10.00'	11.43°	5.34°
C8	600.00'	91.65'	19.59'	59.54°	5.41°
C9	577.53'	105.13'	20.45'	153.01°	5.60°
C10	600.00'	101.00'	115.41'	179.17°	5.41°

APPLICATION NUMBER  
980630-4



ORIGINAL SUBMITTAL  
JUN 3 2 1998  
FORT MYERS SERVICE CENTER

**RECEIVED**  
FEB 10 2011

COMMUNITY DEVELOPMENT

ADD 2010-00073

POINT OF COMMENCEMENT  
BEARING N 11° 11' 11" E  
DISTANCE 11.11' TO CORNER

Q. GRADY WINOR AND ASSOCIATES, P.A.  
ENGINEERS

THIS IS NOT A SURVEY  
THIS SKETCH MAY HAVE BEEN REDUCED  
SKETCH TO ACCOMPANY LEGAL DESCRIPTION



**Q. GRADY MINOR & ASSOCIATES P.A.**

Civil Engineers • Land Surveyors • Planners

ORIGINAL SUBMITTAL

JUN 30 1998

Q. GRADY MINOR, P.E.  
MARK W. MINOR, P.E.  
C. DEAN SMITH, P.E.  
DAVID W. SCHMITT, P.E.

APPLICATION NUMBER

980630-4 .1114

FORT MYERS, FLORIDA  
ROBERT W. THUNNES, A.L.C.P.  
ERIC V. SANDOVAL, P.S.M.

PROPERTY DESCRIPTION

PELICAN LANDING - NORTHEAST COMMERCIAL SITE - PHASE 2  
(SKETCH B-1412)

FEB 10 2011

A PARCEL OF LAND LOCATED IN THE SOUTHEAST 1/4 OF SECTION 9,  
TOWNSHIP 47 SOUTH, RANGE 25 EAST, LEE COUNTY, FLORIDA, BEING MORE  
PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF TRACT "A" OF PELICAN LANDING  
UNIT NINETEEN AS RECORDED IN PLAT BOOK 56 AT PAGES 36 THROUGH 38 OF  
THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA, ALSO BEING THE  
INTERSECTION OF THE WESTERLY RIGHT-OF-WAY OF U.S. 41 (TAMIAMI TRAIL  
- S.R. 45) (200' RIGHT-OF-WAY) WITH THE NORTHERLY RIGHT-OF-WAY LINE  
OF PELICAN COLONY BOULEVARD (TRACT "A" OF AFOREMENTIONED PLAT), AND  
ALSO BEING A POINT ON A CIRCULAR CURVE CONCAVE TO THE NORTHWEST,  
WHOSE RADIUS POINT BEARS S 79°53'56" W A DISTANCE OF 30.00 FEET  
THEREFROM; THENCE RUN SOUTHWESTERLY ALONG THE NORTHERLY RIGHT-OF-  
WAY LINE OF SAID PELICAN COLONY BOULEVARD AND ALONG THE ARC OF SAID  
CURVE TO THE RIGHT, HAVING A RADIUS OF 30.00 FEET, THROUGH A  
CENTRAL ANGLE OF 90°00'00", SUBTENDED BY A CHORD OF 42.43 FEET AT  
A BEARING OF S 34°53'56" W, FOR AN ARC LENGTH OF 47.12 FEET TO THE  
END OF SAID CURVE; THENCE RUN S 79°53'56" W, ALONG SAID NORTHERLY  
RIGHT-OF-WAY LINE, FOR A DISTANCE OF 40.57 FEET TO THE BEGINNING OF  
A TANGENTIAL CIRCULAR CURVE CONCAVE TO THE NORTHWEST; THENCE RUN  
WESTERLY ALONG SAID NORTHERLY RIGHT-OF-WAY LINE AND ALONG THE ARC  
OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 690.00 FEET, THROUGH  
A CENTRAL ANGLE OF 08°16'22", SUBTENDED BY A CHORD OF 99.54 FEET AT  
A BEARING OF S 84°02'07" W, FOR AN ARC LENGTH OF 99.63 FEET TO THE  
POINT OF BEGINNING; THENCE CONTINUE ALONG SAID CURVE TO THE RIGHT,  
HAVING A RADIUS OF 690.00 FEET, THROUGH A CENTRAL ANGLE OF  
23°21'50", SUBTENDED BY A CHORD OF 279.42 FEET AT A BEARING OF  
N 80°08'46" W, FOR AN ARC LENGTH OF 281.37 FEET TO A POINT OF  
COMPOUND CURVATURE; THENCE RUN NORTHWESTERLY ALONG THE ARC OF SAID  
CURVE TO THE RIGHT, HAVING A RADIUS OF 30.00 FEET, THROUGH A  
CENTRAL ANGLE OF 95°12'57", SUBTENDED BY A CHORD OF 44.31 FEET AT  
A BEARING OF N 20°51'23" W, FOR AN ARC LENGTH OF 49.85 FEET TO THE  
END OF SAID CURVE; THENCE RUN N 26°45'05" E FOR A DISTANCE OF  
260.58 FEET; THENCE RUN S 63°14'55" E FOR A DISTANCE OF 90.00 FEET;  
THENCE RUN S 78°21'14" E FOR A DISTANCE OF 84.48 FEET;  
THENCE RUN N 79°53'56" E FOR A DISTANCE OF 134.00 FEET TO A POINT  
ON THE WESTERLY RIGHT-OF-WAY LINE OF U.S. 41 (TAMIAMI TRAIL - S.R.  
45) A 200' RIGHT-OF-WAY; THENCE RUN ALONG SAID WESTERLY RIGHT-OF-  
WAY LINE, S 10°06'04" E FOR A DISTANCE OF 57.01 FEET;

ADD 2010-00073

EXHIBIT A



APPLICATION NUMBER ORIGINAL SUBMITTAL  
980630-4 .11 JUN 30 1998

THENCE RUN S 79°53'56" W FOR A DISTANCE OF 55.87 FEET TO THE SERVICE CENTER  
THENCE RUN S 10°06'04" E FOR A DISTANCE OF 51.74 FEET TO A POINT ON  
A CIRCULAR CURVE CONCAVE TO THE SOUTHEAST, WHOSE RADIUS POINT BEARS  
S 29°17'21" E A DISTANCE OF 170.00 FEET THEREFROM;  
THENCE RUN SOUTHERLY ALONG THE ARC OF SAID CURVE TO THE LEFT,  
HAVING A RADIUS OF 170.00 FEET, THROUGH A CENTRAL ANGLE OF  
68°23'30", SUBTENDED BY A CHORD OF 191.09 FEET AT A BEARING OF  
S 26°30'54" W, FOR AN ARC LENGTH OF 202.92 FEET TO THE END OF SAID  
CURVE AND THE POINT OF BEGINNING; CONTAINING 1.916 ACRES, MORE OR  
LESS.

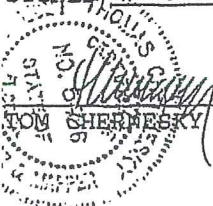
BEARINGS REFER TO THE WESTERLY RIGHT-OF-WAY LINE OF U.S. 41  
(TAMIAMI TRAIL, S.R. 45), AS BEING S 10°06'04" E.

THIS PROPERTY IS SUBJECT TO EASEMENTS, RESERVATIONS AND/OR  
RESTRICTIONS OF RECORD.

Q. GRADY MINOR & ASSOCIATES, P.A.

SIGNED

5-8-98



P.S.M. #5426  
STATE OF FLORIDA

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FEB 10 2011  
COMMUNITY DEVELOPMENT

ADD 2010-00073

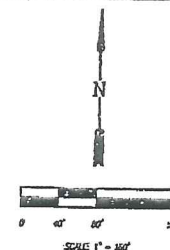
EXHIBIT A



APPROVED FOR RELEASE  
2010-0007  
FEB 10 2  
RECEIVED  
980630-4  
APPLICATION NUMBER  
71  
JAN 1981

## COMMUNITY DEVELOPMENT

# THE



THIS IS NOT A SURVEY  
THIS SKETCH MAY HAVE BEEN REDUCED

SKETCH TO ACCOMPANY LEGAL DESCRIPTION  
 PELICAN LANDING - NORTHEAST COMMERCIAL SITE  
 PHASE 1 & PHASE 2

**Q. GRADY MINOR AND ASSOCIATES, P.A.**  
CIVIL ENGINEERS • LAND SURVEYORS • PLANNERS  
3800 VIA DEL REY  
SANTA SPRINGS FLORIDA 34134





Form 8171

APPLICATION NUMBER  
980630-4ADD 2010-00073  
ORIGINAL SUBMITTAL

JUN 30 1998

FORT MYERS SERVICE CENTER

FEB 10 2011

COMMUNITY DEVELOPMENT

By signing this application form, I am applying, or I am applying on behalf of the applicant, for the permit and any proprietary authorizations identified above; according to the supporting data and other incidental information filed with this application. I am familiar with the information contained in this application and represent that such information is true, complete and accurate. I understand this is an application and not a permit, and that work prior to approval is a violation. I understand that this application and any permit issued or proprietary authorization issued pursuant thereto, does not relieve me of any obligation for obtaining any other required federal, state, water management district or local permit prior to commencement of construction. I agree, or I agree on behalf of my corporation, to operate and maintain the permitted system unless the permitting agency authorizes transfer of the permit to a responsible operation entity. I understand that knowingly making any false statement or representation in this application is a violation of Section 373.430, F.S. and 18 U.S.C. Section 1001.

Ahmad R. Kareh, P.E., President / Pokorny &amp; Kareh, Inc. / Authorized Agent

Typed/Printed Name of ~~XXXXXXXXXXXXXXXXXXXX~~ Agent (If one is so authorized below)Signature of ~~XXXXXXXXXXXX~~ Agent

06/26/98

President / Pokorny &amp; Kareh, Inc.

Date

(Corporate Title if applicable)

**AN AGENT MAY SIGN ABOVE ONLY IF THE APPLICANT COMPLETES THE FOLLOWING:**

I hereby designate and authorize the agent listed above to act on my behalf, or on behalf of my corporation, as the agent in the processing of this application for the permit and/or proprietary authorization indicated above; and to furnish, on request, supplemental information in support of the application. In addition, I authorize the above-listed agent to bind me, or my corporation, to perform any requirement which may be necessary to procure the permit or authorization indicated above. I understand that knowingly making any false statement or representation in this application is a violation of Section 373.430, F.S. and 18 U.S.C. Section 1001.

Colony Corporate Centre, Inc.

Typed/Printed Name of Applicant

Signature of Applicant

Date

(Corporate Title if applicable)

Please note: The applicant's original signature (not a copy) is required above.

**PERSON AUTHORIZING ACCESS TO THE PROPERTY MUST COMPLETE THE FOLLOWING:**

I either own the property described in this application or I have legal authority to allow access to the property, and I consent, after receiving prior notification, to any site visit on the property by agents or personnel from the Department of Environmental Protection, the Water Management District and the U.S. Army Corps of Engineers necessary for the review and inspection of the proposed project specified in this application. I authorize these agents or personnel to enter the property as many times as may be necessary to make such review and inspection.



APPLICATION NUMBER 980630-4 ORIGINAL SUBMITTAL  
Q. GRADY MINOR & ASSOCIATES, P.A.  
Civil Engineers \* Land Surveyors \* Planners JUN 30 1998

Q. GRADY MINOR, P.E.  
MARK W. MINOR, P.E.  
C. DEAN SMITH, P.E.  
DAVID W. SCHMITT, P.E.

FORT MYERS SERVICE CENTER  
ROBERT W. THINNES, A.I.C.P.  
ERIC V. SANDOVAL, P.S.M.

PROPERTY DESCRIPTION

PELICAN LANDING - NORTHEAST COMMERCIAL SITE - PHASE 1  
(SKETCH B-1412)

COMMUNITY DEVELOPMENT

A PORTION OF LAND LOCATED IN THE SOUTHEAST 1/4 OF SECTION 9,  
TOWNSHIP 47 SOUTH, RANGE 25 EAST, LEE COUNTY, FLORIDA, BEING MORE  
PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF TRACT "A" OF PELICAN LANDING  
UNIT NINETEEN AS RECORDED IN PLAT BOOK 56 AT PAGES 36 THROUGH 38 OF  
THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA, ALSO BEING THE  
INTERSECTION OF THE WESTERLY RIGHT-OF-WAY OF U.S. 41 (TAMIAMI TRAIL  
- S.R. 45) (200' RIGHT-OF-WAY) WITH THE NORTHERLY RIGHT-OF-WAY LINE  
OF PELICAN COLONY BOULEVARD (TRACT "A" OF AFOREMENTIONED PLAT), AND  
ALSO BEING A POINT ON A CIRCULAR CURVE CONCAVE TO THE NORTHWEST,  
WHICH RADIUS POINT BEARS S 79°53'56" W A DISTANCE OF 30.00 FEET  
THEREFROM; THENCE RUN SOUTHWESTERLY ALONG THE NORTHERLY RIGHT-OF-  
WAY LINE OF SAID PELICAN COLONY BOULEVARD AND ALONG THE ARC OF SAID  
CURVE TO THE RIGHT, HAVING A RADIUS OF 30.00 FEET, THROUGH A  
CENTRAL ANGLE OF 90°00'00", SUBTENDED BY A CHORD OF 42.43 FEET AT  
A BEARING OF S 34°53'56" W, FOR AN ARC LENGTH OF 47.12 FEET TO THE  
END OF SAID CURVE; THENCE RUN S 79°53'56" W, ALONG SAID NORTHERLY  
RIGHT-OF-WAY LINE, FOR A DISTANCE OF 40.57 FEET TO THE BEGINNING OF  
A TANGENTIAL CIRCULAR CURVE CONCAVE TO THE NORTHWEST; THENCE RUN  
WESTERLY ALONG SAID NORTHERLY RIGHT-OF-WAY LINE AND ALONG THE ARC  
OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 690.00 FEET, THROUGH  
A CENTRAL ANGLE OF 31°38'13", SUBTENDED BY A CHORD OF 376.17 FEET  
AT A BEARING OF N 84°16'58" W FOR AN ARC LENGTH OF 381.00 FEET TO  
A POINT OF COMPOUND CURVATURE; THENCE RUN NORTHWESTERLY ALONG THE  
ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 30.00 FEET,  
THROUGH A CENTRAL ANGLE OF 95°12'57", SUBTENDED BY A CHORD OF 44.31  
FEET AT A BEARING OF N 20°51'25" W, FOR AN ARC LENGTH OF 49.85  
FEET TO THE END OF SAID CURVE; THENCE RUN N 26°45'05" E FOR A  
DISTANCE OF 260.58 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE  
N 26°45'05" E FOR A DISTANCE OF 111.00 FEET TO THE BEGINNING OF A  
TANGENTIAL CIRCULAR CURVE CONCAVE TO THE NORTHWEST; THENCE RUN  
NORTHERLY ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS  
OF 730.00 FEET, THROUGH A CENTRAL ANGLE OF 23°11'28", SUBTENDED BY  
A CHORD OF 293.46 FEET AT BEARING OF N 15°09'21" E, FOR AN ARC



APPLICATION NUMBER 980630-4 ORIGINAL SUBMITTAL

JUN 30 1998

FORT MYERS SERVICE CENTER

HAVING A RADIUS OF 30.00 FEET, THROUGH A CENTRAL ANGLE OF  $81^{\circ}13'58''$ , SUBTENDED BY A CHORD OF 39.06 FEET AT A BEARING OF  $N 44^{\circ}10'37'' E$ , FOR AN ARC LENGTH OF 42.53 FEET TO THE END OF SAID CURVE; THENCE RUN  $N 84^{\circ}47'36'' E$  FOR A DISTANCE OF 29.63 FEET TO THE BEGINNING OF A TANGENTIAL CIRCULAR CURVE CONCAVE TO THE SOUTHWEST; THENCE RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 50.00 FEET, THROUGH A CENTRAL ANGLE OF  $89^{\circ}06'34''$ , SUBTENDED BY A CHORD OF 70.16 FEET AT A BEARING OF  $S 50^{\circ}39'07'' E$ , FOR AN ARC LENGTH OF 77.76 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF U.S. 41 (S.R. 45) (200' RIGHT-OF-WAY) ALSO BEING A POINT OF REVERSE CURVATURE; THENCE RUN SOUTHEASTERLY ALONG SAID WESTERLY RIGHT-OF-WAY OF U.S. 41, AND ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 5797.58 FEET, THROUGH A CENTRAL ANGLE OF  $04^{\circ}00'14''$ , SUBTENDED BY A CHORD OF 405.04 FEET AT A BEARING OF  $S 08^{\circ}05'57'' E$ , FOR AN ARC LENGTH OF 405.13 FEET TO THE END OF SAID CURVE; THENCE RUN  $S 10^{\circ}06'04'' E$ , ALONG SAID WESTERLY RIGHT-OF-WAY LINE, FOR A DISTANCE OF 1.68 FEET; THENCE RUN  $S 79^{\circ}53'56'' W$  FOR A DISTANCE OF 1347.00 FEET; THENCE RUN  $N 78^{\circ}21'14'' W$  FOR A DISTANCE OF 84.48 FEET; THENCE RUN  $N 63^{\circ}14'55'' W$  FOR A DISTANCE OF 90.00 FEET TO THE POINT OF BEGINNING; CONTAINING 1.915 ACRES, MORE OR LESS.

BEARINGS REFER TO THE WESTERLY RIGHT-OF-WAY LINE OF U.S. 41 (TAMIAMI TRAIL, S.R. 45), AS BEING  $S 10^{\circ}06'04'' E$ .

THIS PROPERTY IS SUBJECT TO EASEMENTS, RESERVATIONS AND/OR RESTRICTIONS OF RECORD.

O. GRADY MINOR & ASSOCIATES, P.A.

SIGNED 5-8-98

TOM CHERNESKY

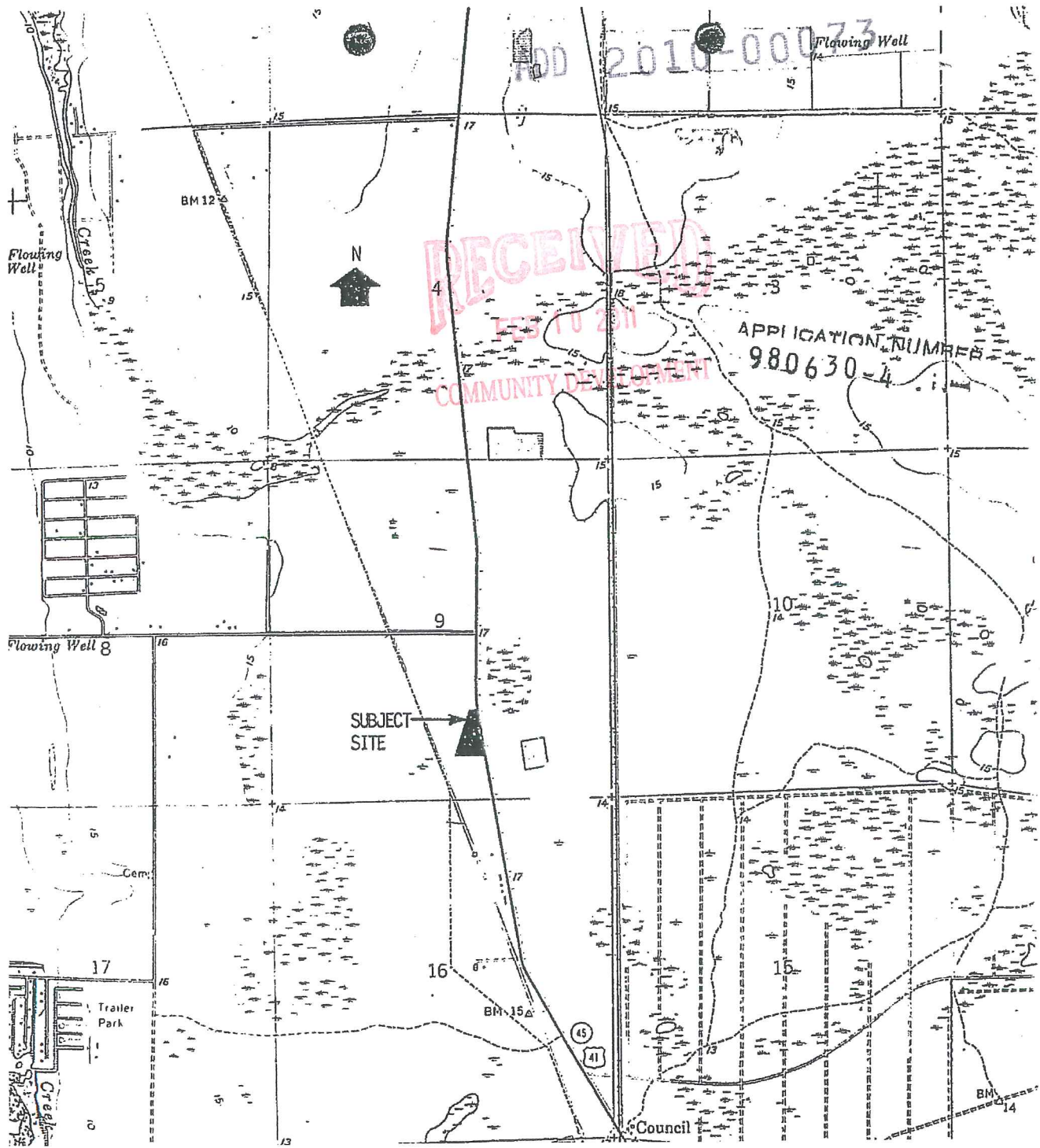
P.S.M. #5426  
STATE OF FLORIDA

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COMMUNITY DEVELOPMENT

ADD 2010-00073







SHEET NUMBER 71

(Joins sheet 66)

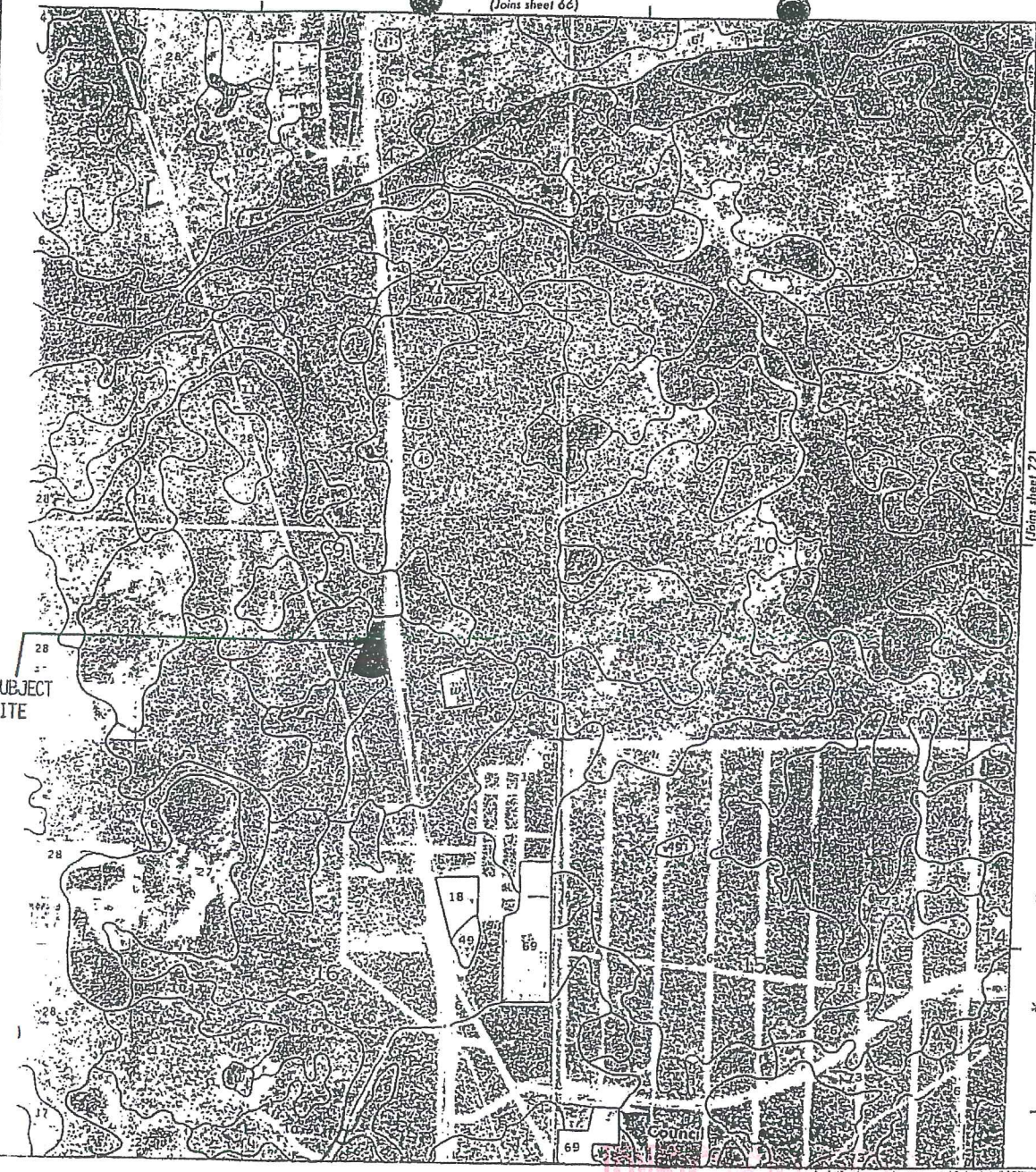
71



1 Mile  
5000 Feet

Scale: 1:20000

SUBJECT SITE



SOIL LEGEND:

- 11 - Myakaa Fine Sand
- 28 - Immokalee Sand
- 42 - Wabasso Sand, Limestone Substratum

SOILS MAP

COLONY CORPORATE CENTER, PELICAN LANDING

FORT MYERS SERVICE CENTER

COMMUNITY DEVELOPMENT

EXHIBIT #E.I.A. ADD 98063104-000073





Form 0645-022

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DRAINAGE BASIN(S) TABLE COMMUNITY DEVELOPMENT ☐☐☐☐

	BASIN NO. <u>1</u>		BASIN NO. _____		TOTAL DRAINAGE AREA (ACRES)	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
	PROJECT (ACRES)	OFF-SITE (ACRES)	PROJECT (ACRES)	OFF-SITE (ACRES)		
IMPERVIOUS						
BUILDINGS	0.478	0			0.478	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
OTHERS	1.897	0			1.897	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
WATER MANAGEMENT						
WET	0	0			0	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
DRY	0.697				0.697	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
PERVIOUS	0.759	0			0.759	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
TOTAL	3.831	0			3.831	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
NUMBER OF DWELLING UNITS (ALLOWED/ PROPOSED)	/		/		/	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
SQUARE FOOTAGE OF:						
COMMERCIAL	40,500				40,500	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
INDUSTRIAL	0				0	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>

PHASE(S) TABLE ☐☐☐☐

	CONSTRUCTION AND OPERATION				TOTAL	
	ALL PAST PHASES		THIS PHASE		PROJECT	
	PROJECT	OFF-SITE	PROJECT	OFF-SITE	AREA	
	(ACRES)	(ACRES)	(ACRES)	(ACRES)	(ACRES)	
IMPERVIOUS						
BUILDINGS						<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
OTHERS						<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
WATER MANAGEMENT						
WET						<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
DRY						<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
PERVIOUS						<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
TOTAL						<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
NUMBER OF DWELLING	/		/		/	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
UNITS (ALLOWED/						
PROPOSED)						
SQUARE FOOTAGE OF:						
COMMERCIAL						<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
INDUSTRIAL						<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>

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JUN 30 1998





Form 10415-023

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☒ BASIN NUMBER 1 OR ☐ PHASE NUMBER COMMUNITY DEVELOPMENT

FOR FIRST INCH:  
 $1 \text{ IN.} \times \frac{1 \text{ FT.}}{12 \text{ IN.}} \times \text{(PROJECT AREA, ACRES)} = [ \quad ] \text{ AC-FT}$

FOR 2.5 IN. TIMES PERCENT IMPERVIOUS (ALL AREA UNITS IN ACRES):

SITE AREA:  $\frac{\text{PROJECT AREA}}{\text{SITE AREA}} - \left( \frac{\text{LAKES}}{\text{SITE AREA}} + \frac{\text{ROOFS}}{\text{SITE AREA}} \right) =$

IMPERVIOUS AREA:  $\frac{\text{IMPERVIOUS AREA}}{\text{SITE AREA}} - \frac{\text{PERVIOUS AREA}}{\text{IMPERVIOUS AREA}} =$

PERCENT IMPERVIOUS:  $\frac{\text{IMPERVIOUS AREA}}{\text{SITE AREA}} \times 100\% =$  PERCENT IMPERV.  $\frac{\text{IMPERVIOUS AREA}}{\text{SITE AREA}} \times 100\%$

2.5 IN. x % IMPERVIOUS:  $2.5 \text{ IN.} \times \frac{\text{PERCENT IMPERVIOUS}}{100} =$  INCHES TO BE TREATED

INCHES TO BE TREATED TIMES AREA TO BE TREATED:  
 $\frac{\text{INCHES TO BE TREATED}}{\text{IN.}} \times \left( \frac{\text{PROJECT AREA}}{\text{LAKES}} - \frac{\text{LAKES}}{\text{PROJECT AREA}} \right) \times \frac{1 \text{ FT.}}{12 \text{ IN.}} = [ \quad ] \text{ AC-FT}$

REQUIRED WET DETENTION = LARGER OF TWO [  $\quad$  ] VALUES =  $\quad$  AC-FT

WILL SYSTEM UTILIZE DRY DETENTION?

☐ NO ☐ YES: REQUIRED DRY DETENTION =  $0.75 \times \text{REQUIRED WET DETENTION} =$  AC-FT

WILL SYSTEM UTILIZE RETENTION?

☐ NO ☐ YES: REQUIRED RETENTION =  $0.5 \times \text{REQUIRED WET DETENTION} =$  AC-FT

ACTUAL DETENTION/RETENTION TO BE PROVIDED =  $\quad$  AC-FT

IT WILL BE PROVIDED BETWEEN CONTROL ELEVATION AND ELEVATION =  $\quad$  FT, NGVD

PARCEL DISCHARGES TO OFW AND IS GREATER THAN 40% IMPERVIOUS?

☐ YES: SEE "DRY PRETREATMENT" BELOW. ☐ NO

PARCEL IS ZONED COMMERCIAL OR INDUSTRIAL? YES

☐ YES, BUT ITEM IV-6 (ASSURANCES) IS ATTACHED. ☐ YES, BUT ITEM IV-6 (ASSURANCES) IS WAIVED. ☐ YES, BUT ITEM IV-6 (ASSURANCES) IS WAIVED.

ORIGINAL SUBMITTAL

ADD 2010-00073



This instrument prepared by  
and return to:  
Vivien N. Williams, Esq.  
24301 Walden Center Drive, Suite 300  
Bonita Springs, Florida 34134

4389493

Documentary Tax Pd. \$ 5,250.00  
Intangible Tax Pd.  
CHARLIE GREEN, CLERK, LEE COUNTY  
By Judith Sherwood Deputy Clerk

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COMMUNITY DEVELOPMENT

APPLICATION NUMBER  
980630-4 . r/bes

THIS WARRANTY DEED made this 13 day of May, 1998, by WCI COMMUNITIES LIMITED PARTNERSHIP, a Delaware limited partnership, whose Office address is: 24301 Walden Center Drive, Suite 300, Bonita Springs, Florida 34134 (hereinafter called the "Grantor") to COLONY CORPORATE CENTRE, INC., a Florida corporation, whose Office address is: 13356 Rosewood Lane, Naples, Florida 34119 (hereinafter called the "Grantee")

(wherever used herein the terms "Grantor" and "Grantee" include all the parties to this instrument and the heirs, legal representatives and assigns, assigns of individuals, and the successors and assigns of corporation).

WITNESSETH: That the Grantor, for and in consideration of the sum of \$10.00 (Ten Dollars) and other valuable considerations, receipt of which is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the Grantee, all that certain land-situate in Lee County, Florida, to wit:

See Exhibit "A" attached hereto and made a part hereof (the "Property")

Strap No: 09-47-25-00-00001.0070

SUBJECT TO:

- (A) Taxes and assessments for 1998 and subsequent years, which are not yet due and payable;
- (B) Sixty Third Supplement to the Amended and Restated Declaration and General Protective Covenants for Pelican Landing to be recorded simultaneously herewith;
- (C) Restrictions, covenants, conditions and easements, as contained in the Declaration of General Protective Covenants for Pelican's Nest dated November 17, 1988 in Official Records Book 2030, Page 663, as amended by The Amended and Restated Declaration and General Protective Covenants for Pelican Landing, recorded in Official Records Book 2198, Pages 1873 through 2026, inclusive, together with amendments thereto, of the Public Records of Lee County, Florida;
- (D) Applicable comprehensive plans or elements or portions thereof, land development regulations including zoning and subdivision ordinances, development orders, development permits, and other regulations and conditions of all governmental agencies now in existence and that may hereafter come into existence and be effective governing the Property;
- (E) The lien of any and all assessment liens that have heretofore been assessed, or shall hereafter be assessed against the Property.
- (F) Grantee shall commence construction on Parcel A of the Property in accordance

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JUN 30 1998

EAST LEBRON SERVICE CENTER

RECORDED BY  
TRUDY SHERWOOD, D.C.



OR29 J PG1252

ADD 2010-00073

comply with the foregoing requirements, Grantor shall have the right, but not the obligation to repurchase the portion of the Property then owned by Grantee upon which construction has not commenced or diligently continued at ninety percent (90%) of the prorata purchase price paid by Grantee for the Property, plus 100% of all construction/improvement costs incurred by Grantee (as evidenced by invoices and supporting documentation satisfactory in form and substance to Grantor) less any attorney's fees, transfer fees, recording charges or other charges incurred by Grantor in connection with such repurchase (herein called "Repurchase Price"). Prorations, if any, shall be made as of the date of the repurchase closing. If Grantor shall elect to exercise such option to repurchase the Property, the option shall be exercised by Grantor within ninety (90) days of the date that Grantee shall have failed to commence or continue construction as aforesaid. Grantor shall release its repurchase right with respect Parcel A and Parcel B of the Property, upon commencement of construction of each such parcel. If Grantee has mortgaged any part of the Property to an institutional lender, the exercise of such repurchase right will not affect such lender's mortgage unless and until the lender has been provided notice and a reasonable opportunity to cure such default (i.e. 90 days).

APPLICATION NUMBER  
980630-4

(G) Covenant of Unified Control recorded in Official Records Book 2531, Page 3147; Official Records Book 2658, Page 309; Official Record Book 2658, Page 319; Official Record Book 2658, Page 330 and Official Record Book 2761, Page 2299, of the Public Records of Lee County, Florida.

(H) Interlocal Agreement between Pelican Marsh Community Development District, Bay Creek Community Development District and Bayside Improvement Community Development District recorded in Official Record Book 2651, Page 3628, of the Public Records of Lee County, Florida.

(I) Notice of Adoption of Pelican Landing DRI Development Order recorded in Official Record Book 2545, Page 1082 and Amendments recorded in Official Record Book 2590, Page 1753; Official Record Book 2638, Page 3310; Official Record Book 2769, Page 3681; Official Record Book 2806, Page 1657 and Official Record Book 2896, Page 215, of the Public Records of Lee County, Florida.

(J) Notice of Development Order Approval recorded in Official Record Book 2689, Page 1998, of the Public Records of Lee County, Florida.

(K) Covenants, conditions, limitations, restrictions, reservations and easements of record.

TOGETHER with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD, the same in fee simple forever.

AND the Grantor hereby covenants, with said Grantee that the Grantor is lawfully seized of said land in fee simple; that the Grantor has good right and lawful authority to sell and convey said land; that the Grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except as otherwise noted above.

IN WITNESS WHEREOF, the said Grantor has caused these presents to be executed in its name,

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COMMUNITY DEVELOPMENT

ORIGINAL SUBMITTAL



APPLICATION NUMBER  
OR 7 1609801253-4

and its corporate seal to be hereunto affixed, by its proper officer thereunto duly authorized, the day and year first above written.

Signed and sealed in the presence of:

[Signature]  
Print Name: Robin Huffman

[Signature]  
Print Name: Ann C. Boezko

WCI COMMUNITIES LIMITED  
PARTNERSHIP, a Delaware  
limited partnership

By: [Signature] \*  
Albert F. Moscato, Jr.  
Its: Vice President

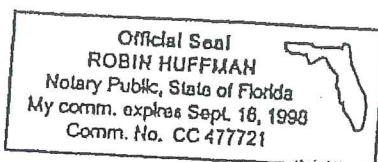
\* Executed pursuant to authority granted in that certain Certificate/Power of Attorney recorded at O.R.  
Book 2809, Page 0986, of the Public Records of Lee County, Florida.

STATE OF FLORIDA  
COUNTY OF LEE

The foregoing instrument was acknowledged before me this 13 day of May, 1998, by  
Albert F. Moscato, Jr. as Vice President of WCI Communities Limited Partnership, a Delaware  
limited partnership, on behalf of the limited partnership. He is personally known to me.

My Commission Expires:

[Signature]  
Notary Public, State of Florida  
Print Name: \_\_\_\_\_



ADD 2010-00073

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COMMUNITY DEVELOPMENT

ORIGINAL



Q. GRADY MINOR & ASSOCIATES, P.A.  
Civil Engineers • Land Surveyors • Planners

Q. GRADY MINOR, P.E.  
MARK W. MINOR, P.E.  
C. DEAN SMITH, P.E.  
DAVID W. SCHMITT, P.E.

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ALAN V. ROSEMAN  
ROBERT W. THINNES, A.I.C.P.  
ERIC V. SANDOVAL, P.S.M.

APPLICATION NUMBER

980630-4

COMMUNITY DEVELOPMENT

PROPERTY DESCRIPTION

PELICAN LANDING - NORTHEAST COMMERCIAL SITE - PHASE 1  
(SKETCH B-1412)

A PARCEL OF LAND LOCATED IN THE SOUTHEAST 1/4 OF SECTION 9,  
TOWNSHIP 47 SOUTH, RANGE 25 EAST, LEE COUNTY, FLORIDA, BEING MORE  
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FEET AT A BEARING OF N 20°51'23" W, FOR AN ARC LENGTH OF 49.85  
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APPLICATION NUMBER  
980630-4 .

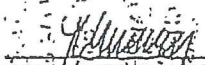
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THIS PROPERTY IS SUBJECT TO EASEMENTS, RESERVATIONS AND/OR RESTRICTIONS OF RECORD.

Q. GRADY MINOR & ASSOCIATES, P.A.

SIGNED 5-8-98

  
TOM CHERNESKY

P.S.M. #5426  
STATE OF FLORIDA

ADD

2010-00073  
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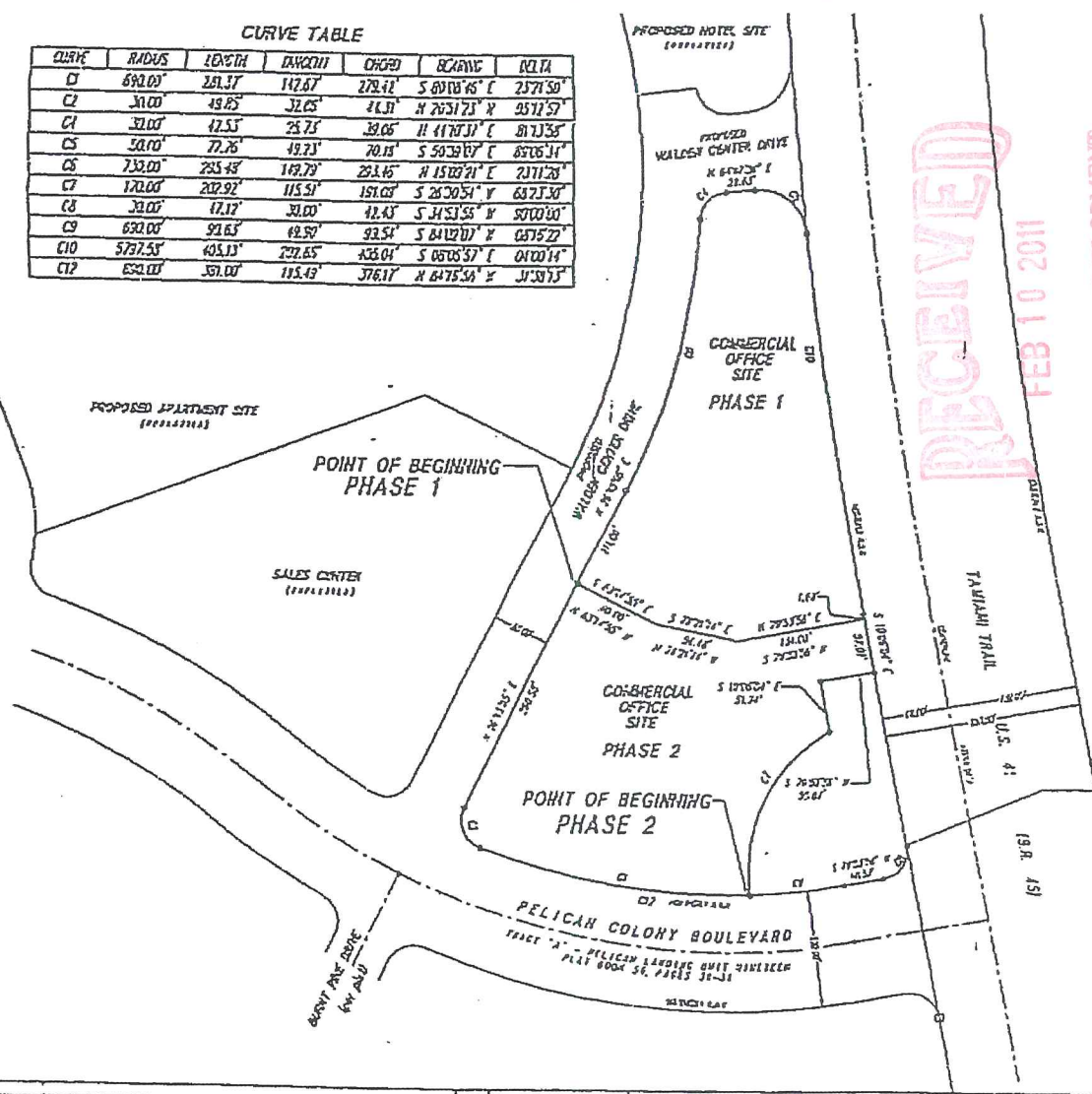
FEB 10 2011

COMMUNITY DEVELOPMENT



APPLICATION NUMBER 980630-4 DR2960 PG11256

CURVE	RADIUS	LENGTH	CHORD	CHORD BEARING	DELTA
C1	692.00'	28.37'	142.67'	S 60°18'45" E	23°11'50"
C2	31.00'	43.25'	32.05'	N 76°31'23" W	25°11'52"
C3	31.00'	42.53'	25.73'	N 11°17'11" E	21°13'35"
C4	50.10'	77.76'	49.73'	S 50°39'07" E	85°05'34"
C5	733.00'	225.43'	142.79'	N 15°02'21" E	20°11'28"
C7	170.00'	202.92'	115.51'	S 28°30'54" W	63°23'30"
C8	31.00'	42.17'	31.00'	S 41°51'55" W	50°00'00"
C9	692.00'	91.63'	49.59'	S 84°12'00" W	03°15'22"
C10	5792.53'	403.11'	297.65'	S 05°05'57" E	04°00'14"
C12	692.00'	39.00'	115.43'	N 64°15'56" W	31°30'13"



CHARLIE GREEN, CI  
LEE COUNTY, F  
98 MAY 14 PM 4

COMMUNITY DEVELOPMENT

ADD 2010-00073

ORIGINAL SUBMITTAL

THIS IS NOT  
THIS SKETCH MAY R

DATE	DESCRIPTION	BY	SCALE
			1" = 150'



Q. GRADY MINOR AND ASSOCIATES, P.A.  
CIVIL ENGINEERS - LAND SURVEYORS - PLANNERS  
3400 N. W. 11th St., Suite 200  
Fort Lauderdale, Florida 33309  
Phone: (954) 847-1144 Fax: (954) 847-0075

SKETCH TO ACCOMPANY  
PELICAN LANDING - NORTH  
PHASE 1 &  
SECTION 8, TOWNSHIP 47  
LEE COUNTY  
DATE MAY 6, 1998 PROJECT NO. 980630-4



COLONY CORPORATE CENTRE INC

13356 ROSEWOOD LANE  
NAPLES, FL 34119  
(941) 514-4514

5/98/31

1005

63-1370/6

PAY  
TO THE  
ORDER OF

DATE 6/8/98  
S. 11 Florida Water Management District

\$ 500.00

FIVE HUNDRED

00

DOLLARS



FIRST NATIONAL BANK  
OF NAPLES

FOR

Permit Modification

[Signature]

⑈001005⑈ ⑆067013700⑆ 109⑈6460⑈

ADD 2010-00073

RECEIVED

FEB 10 2011

COMMUNITY DEVELOPMENT



SOUTH FLORIDA WATER MANAGEMENT DISTRICT

MAPS  
FOR PERMIT NO.

86-01620-S04

APPLICATION NO. 990630-4

# 8 OF 20  
BOX NO. 1

COMMUNITY DEVELOPMENT

RECEIVED  
FEB 10 2011

ADD 2010-00073



DEVELOPMENT ORDER

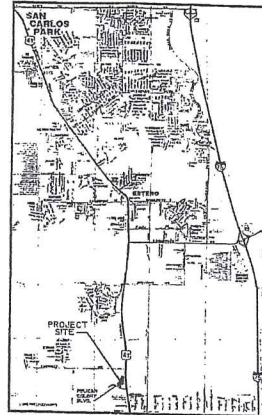
# COLONY CORPORATE CENTER

## PELICAN LANDING

SECTION 09, TOWNSHIP 47 SOUTH, RANGE 25 EAST, LEE COUNTY, FLORIDA

### DRAWING INDEX:

- C-1 COVER SHEET
- C-2 MASTER CONCEPT PLAN
- C-3 DIMENSION PLAN
- C-4 PAVING, GRADING, & DRAINAGE
- C-5 DETAILS & NOTES
- C-6 LANDSCAPE PLAN
- C-7 UTILITY PLAN
- C-8 COMBINATION WATER/WASTEWATER
- C-9 WASTEWATER DETAILS SHEET 1
- C-10 WATER DETAILS SHEET 2
- C-11 BACKFLOW DETAILS



SITE LOCATION MAP

SCALE: N. T. S.

ENGINEER:



POKORNY & KAREH, INC.

CONSULTING ENGINEERS

1342 COLONIAL BOULEVARD, SUITE 24

FORT MYERS, FLORIDA 33907

(941) 936-7888

### DEVELOPER:

JOSEPH E. D'JAMOOS  
13356 ROSEWOOD LANE  
NAPLES, FLORIDA 34119

APPLICATION NUMBER  
900430-4 - CIV  
26-00000000

ORIGINAL SUBMITTAL  
JUN 10 2011  
FORT MYERS SERVICE CENTER



COMMUNITY DEVELOPMENT

FEB 10 2011

ADD

2010-000673

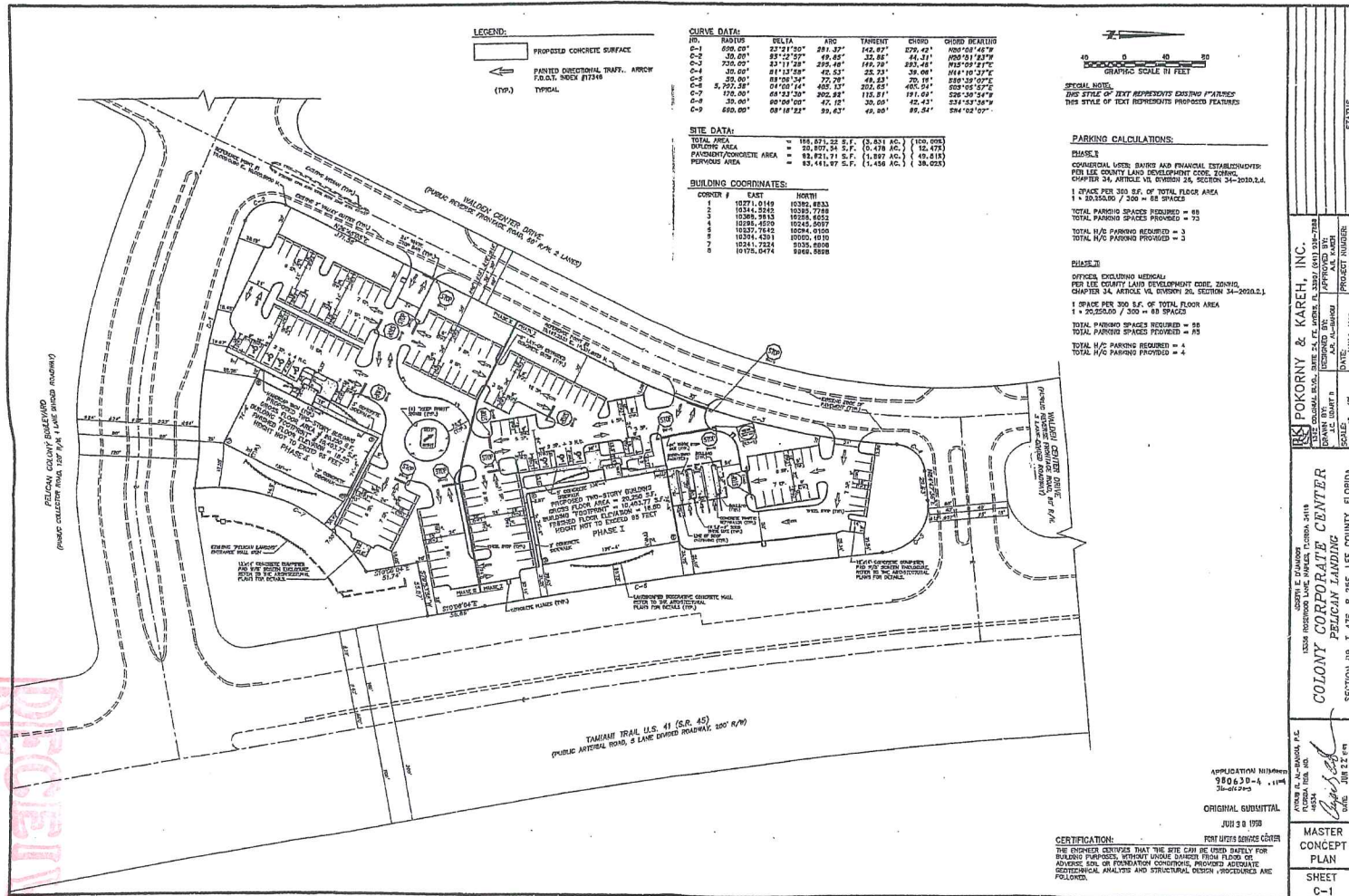


ADD 2010-00073

COMMUNITY DEVELOPMENT

FEB 10 2011

RECEIVED



**RECEIVED**  
FEB 10 1994  
COMMUNITY DEVELOPMENT

**POKORNY & KARCH, INC.**  
13344 BROADWOOD DRIVE, SUITE 201, KATY, TX 77450-1398  
TELEPHONE: (281) 465-1100  
FAX: (281) 465-1101  
E-MAIL: POKORNY@AOL.COM  
WWW.POKORNY.COM

**COLONY CORPORATE CENTER  
PELICAN LANDING**  
SECTION 09, T. 42S. R. 25E. LEE COUNTY, FLORIDA

**FINAL APPROVED**  
JUL 28 1993  
P.T. MYERS

**APPLICATION NUMBER:**  
900439D-1  
21-00-00-001

**NOTES:**  
1. CONSULTATION TO VERIFY ALL EXISTING SURVEY ELEVATIONS.  
2. CATCH BASINS & DRAINAGE PIPES PRIOR TO ANY CONSTRUCTION.  
3. GRADE ALL UNDEVELOPED AREAS ADJACENT TO EXISTING PAVED ROADS TO MATCH EXISTING GRADE OR ELEVATION OF PAVEMENT TO ALLOW FOR THICKNESS OF 200.

**ORIGINAL SUBMITTAL**  
JUL 30 1993  
POINT CENTER SERVICE CENTER

**PAYING, GRADING, & DRAINAGE PLAN**  
SHEET  
C-3

FEB 10 2011

DECEMBER

FINAL APPROVED  
JUL 28 1998  
FT. MYERS

APPLICATION NUMBER:  
980630-4  
36-0600-5  
OF  
INSTRUCTIONS.

ORIGINAL SUBMITTAL  
JUN 30 1968  
FOUNTAIN SERVICE CENTER

PAVING, GRADING, AND DRAINAGE PLAN SHEET C-3		JOSEPH C. GRADNICK 13300 ROSEWOOD LANE, HUNTER, FLORIDA 34119 <b>COLONY CORPORATE CENTER</b> PELICAN LANDING SECTION 09, T. 47S., R. 25E., LEE COUNTY, FLORIDA		<b>POKORNY &amp; KAREH, INC.</b> 15000 N. W. 44 <sup>TH</sup> AVENUE, P.E. #2 46524 THIS CONTRACT NO. DATE DATE 00000000 00000000 00000000 DRAWN BY DESIGNED BY APPROVED BY A.S. KAHN J.L. HANCO A.S. KAHN SCALE DATE PROJECT NUMBER	
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ADD 2010-00073  
COMMUNITY DEVELOPMENT

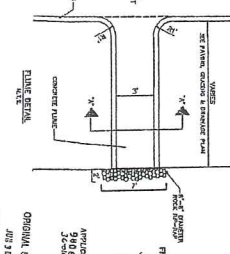
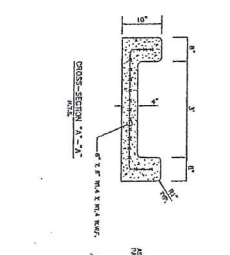
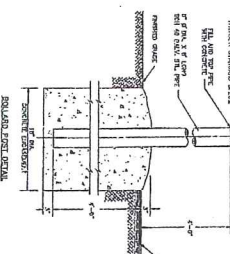
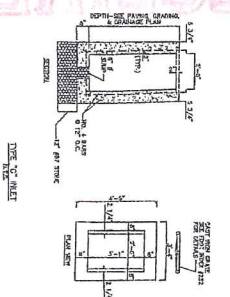
FEB 10 2011

RECEIVED

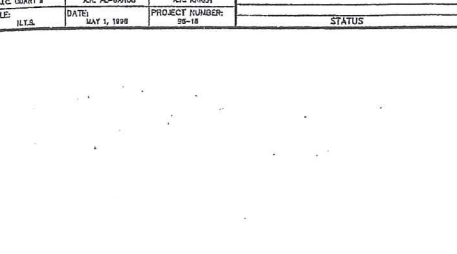
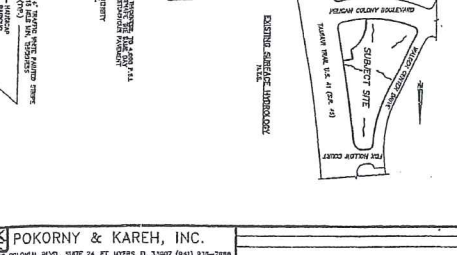
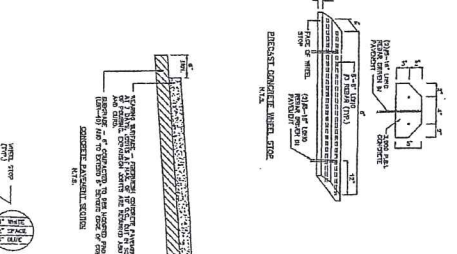
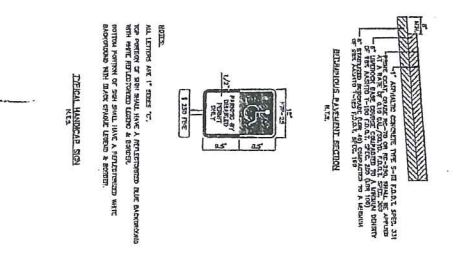
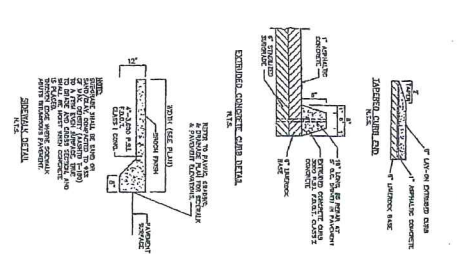
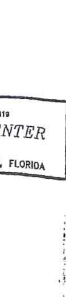
1. GENERAL NOTES:
  - a. ALL DIMENSIONS ARE IN FEET AND INCHES UNLESS OTHERWISE NOTED.
  - b. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
  - c. ALL DIMENSIONS ARE TO CENTERLINE UNLESS OTHERWISE NOTED.
  - d. ALL DIMENSIONS ARE TO EXTERIOR FACE UNLESS OTHERWISE NOTED.
  - e. ALL DIMENSIONS ARE TO INTERIOR FACE UNLESS OTHERWISE NOTED.
  - f. ALL DIMENSIONS ARE TO CENTERLINE OF CURB UNLESS OTHERWISE NOTED.
  - g. ALL DIMENSIONS ARE TO EXTERIOR FACE OF CURB UNLESS OTHERWISE NOTED.
  - h. ALL DIMENSIONS ARE TO INTERIOR FACE OF CURB UNLESS OTHERWISE NOTED.
  - i. ALL DIMENSIONS ARE TO CENTERLINE OF DRIVEWAY UNLESS OTHERWISE NOTED.
  - j. ALL DIMENSIONS ARE TO EXTERIOR FACE OF DRIVEWAY UNLESS OTHERWISE NOTED.
  - k. ALL DIMENSIONS ARE TO INTERIOR FACE OF DRIVEWAY UNLESS OTHERWISE NOTED.
  - l. ALL DIMENSIONS ARE TO CENTERLINE OF SIDEWALK UNLESS OTHERWISE NOTED.
  - m. ALL DIMENSIONS ARE TO EXTERIOR FACE OF SIDEWALK UNLESS OTHERWISE NOTED.
  - n. ALL DIMENSIONS ARE TO INTERIOR FACE OF SIDEWALK UNLESS OTHERWISE NOTED.
  - o. ALL DIMENSIONS ARE TO CENTERLINE OF PLAZA UNLESS OTHERWISE NOTED.
  - p. ALL DIMENSIONS ARE TO EXTERIOR FACE OF PLAZA UNLESS OTHERWISE NOTED.
  - q. ALL DIMENSIONS ARE TO INTERIOR FACE OF PLAZA UNLESS OTHERWISE NOTED.
  - r. ALL DIMENSIONS ARE TO CENTERLINE OF PARKING LOT UNLESS OTHERWISE NOTED.
  - s. ALL DIMENSIONS ARE TO EXTERIOR FACE OF PARKING LOT UNLESS OTHERWISE NOTED.
  - t. ALL DIMENSIONS ARE TO INTERIOR FACE OF PARKING LOT UNLESS OTHERWISE NOTED.
  - u. ALL DIMENSIONS ARE TO CENTERLINE OF ROAD UNLESS OTHERWISE NOTED.
  - v. ALL DIMENSIONS ARE TO EXTERIOR FACE OF ROAD UNLESS OTHERWISE NOTED.
  - w. ALL DIMENSIONS ARE TO INTERIOR FACE OF ROAD UNLESS OTHERWISE NOTED.
  - x. ALL DIMENSIONS ARE TO CENTERLINE OF BRIDGE UNLESS OTHERWISE NOTED.
  - y. ALL DIMENSIONS ARE TO EXTERIOR FACE OF BRIDGE UNLESS OTHERWISE NOTED.
  - z. ALL DIMENSIONS ARE TO INTERIOR FACE OF BRIDGE UNLESS OTHERWISE NOTED.

CONTINUATION NOTES

2. MATERIALS:
  - a. ALL MATERIALS SHALL BE OF THE BEST QUALITY AVAILABLE.
  - b. ALL MATERIALS SHALL BE OF THE BEST QUALITY AVAILABLE.
  - c. ALL MATERIALS SHALL BE OF THE BEST QUALITY AVAILABLE.
  - d. ALL MATERIALS SHALL BE OF THE BEST QUALITY AVAILABLE.
  - e. ALL MATERIALS SHALL BE OF THE BEST QUALITY AVAILABLE.
  - f. ALL MATERIALS SHALL BE OF THE BEST QUALITY AVAILABLE.
  - g. ALL MATERIALS SHALL BE OF THE BEST QUALITY AVAILABLE.
  - h. ALL MATERIALS SHALL BE OF THE BEST QUALITY AVAILABLE.
  - i. ALL MATERIALS SHALL BE OF THE BEST QUALITY AVAILABLE.
  - j. ALL MATERIALS SHALL BE OF THE BEST QUALITY AVAILABLE.
  - k. ALL MATERIALS SHALL BE OF THE BEST QUALITY AVAILABLE.
  - l. ALL MATERIALS SHALL BE OF THE BEST QUALITY AVAILABLE.
  - m. ALL MATERIALS SHALL BE OF THE BEST QUALITY AVAILABLE.
  - n. ALL MATERIALS SHALL BE OF THE BEST QUALITY AVAILABLE.
  - o. ALL MATERIALS SHALL BE OF THE BEST QUALITY AVAILABLE.
  - p. ALL MATERIALS SHALL BE OF THE BEST QUALITY AVAILABLE.
  - q. ALL MATERIALS SHALL BE OF THE BEST QUALITY AVAILABLE.
  - r. ALL MATERIALS SHALL BE OF THE BEST QUALITY AVAILABLE.
  - s. ALL MATERIALS SHALL BE OF THE BEST QUALITY AVAILABLE.
  - t. ALL MATERIALS SHALL BE OF THE BEST QUALITY AVAILABLE.
  - u. ALL MATERIALS SHALL BE OF THE BEST QUALITY AVAILABLE.
  - v. ALL MATERIALS SHALL BE OF THE BEST QUALITY AVAILABLE.
  - w. ALL MATERIALS SHALL BE OF THE BEST QUALITY AVAILABLE.
  - x. ALL MATERIALS SHALL BE OF THE BEST QUALITY AVAILABLE.
  - y. ALL MATERIALS SHALL BE OF THE BEST QUALITY AVAILABLE.
  - z. ALL MATERIALS SHALL BE OF THE BEST QUALITY AVAILABLE.



DIMENSIONS & QUANTITIES														
ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY			ESTIMATED PRICE			TOTAL ESTIMATED			TOTAL BIDDING		
			QTY	UNIT	PRICE	QTY	UNIT	PRICE	QTY	UNIT	PRICE	QTY	UNIT	PRICE
1	12" x 12" x 12" Concrete Block	SQ. YD.	10		1.20	10		1.20	10		1.20	10		1.20
2	12" x 12" x 12" Concrete Block	SQ. YD.	10		1.20	10		1.20	10		1.20	10		1.20
3	12" x 12" x 12" Concrete Block	SQ. YD.	10		1.20	10		1.20	10		1.20	10		1.20
4	12" x 12" x 12" Concrete Block	SQ. YD.	10		1.20	10		1.20	10		1.20	10		1.20
5	12" x 12" x 12" Concrete Block	SQ. YD.	10		1.20	10		1.20	10		1.20	10		1.20
6	12" x 12" x 12" Concrete Block	SQ. YD.	10		1.20	10		1.20	10		1.20	10		1.20
7	12" x 12" x 12" Concrete Block	SQ. YD.	10		1.20	10		1.20	10		1.20	10		1.20
8	12" x 12" x 12" Concrete Block	SQ. YD.	10		1.20	10		1.20	10		1.20	10		1.20
9	12" x 12" x 12" Concrete Block	SQ. YD.	10		1.20	10		1.20	10		1.20	10		1.20
10	12" x 12" x 12" Concrete Block	SQ. YD.	10		1.20	10		1.20	10		1.20	10		1.20
11	12" x 12" x 12" Concrete Block	SQ. YD.	10		1.20	10		1.20	10		1.20	10		1.20
12	12" x 12" x 12" Concrete Block	SQ. YD.	10		1.20	10		1.20	10		1.20	10		1.20
13	12" x 12" x 12" Concrete Block	SQ. YD.	10		1.20	10		1.20	10		1.20	10		1.20
14	12" x 12" x 12" Concrete Block	SQ. YD.	10		1.20	10		1.20	10		1.20	10		1.20
15	12" x 12" x 12" Concrete Block	SQ. YD.	10		1.20	10		1.20	10		1.20	10		1.20
16	12" x 12" x 12" Concrete Block	SQ. YD.	10		1.20	10		1.20	10		1.20	10		1.20
17	12" x 12" x 12" Concrete Block	SQ. YD.	10		1.20	10		1.20	10		1.20	10		1.20
18	12" x 12" x 12" Concrete Block	SQ. YD.	10		1.20	10		1.20	10		1.20	10		1.20
19	12" x 12" x 12" Concrete Block	SQ. YD.	10		1.20	10		1.20	10		1.20	10		1.20
20	12" x 12" x 12" Concrete Block	SQ. YD.	10		1.20	10		1.20	10		1.20	10		1.20
21	12" x 12" x 12" Concrete Block	SQ. YD.	10		1.20	10		1.20	10		1.20	10		1.20
22	12" x 12" x 12" Concrete Block	SQ. YD.	10		1.20	10		1.20	10		1.20	10		1.20
23	12" x 12" x 12" Concrete Block	SQ. YD.	10		1.20	10		1.20	10		1.20	10		1.20
24	12" x 12" x 12" Concrete Block	SQ. YD.	10		1.20	10		1.20	10		1.20	10		1.20
25	12" x 12" x 12" Concrete Block	SQ. YD.	10		1.20	10		1.20	10		1.20	10		1.20
26	12" x 12" x 12" Concrete Block	SQ. YD.	10		1.20	10		1.20	10		1.20	10		1.20
27	12" x 12" x 12" Concrete Block	SQ. YD.	10		1.20	10		1.20	10		1.20	10		1.20
28	12" x 12" x 12" Concrete Block	SQ. YD.	10		1.20	10		1.20	10		1.20	10		1.20
29	12" x 12" x 12" Concrete Block	SQ. YD.	10		1.20	10		1.20	10		1.20	10		1.20
30	12" x 12" x 12" Concrete Block	SQ. YD.	10		1.20	10		1.20	10		1.20	10		1.20
31	12" x 12" x 12" Concrete Block	SQ. YD.	10		1.20	10		1.20	10		1.20	10		1.20
32	12" x 12" x 12" Concrete Block	SQ. YD.	10		1.20	10		1.20	10		1.20	10		1.20
33	12" x 12" x 12" Concrete Block	SQ. YD.	10		1.20	10		1.20	10		1.20	10		1.20
34	12" x 12" x 12" Concrete Block	SQ. YD.	10		1.20	10		1.20	10		1.20	10		1.20
35	12" x 12" x 12" Concrete Block	SQ. YD.	10		1.20	10		1.20	10		1.20	10		1.20
36	12" x 12" x 12" Concrete Block	SQ. YD.	10		1.20	10		1.20	10		1.20	10		1.20
37	12" x 12" x 12" Concrete Block	SQ. YD.	10		1.20	10		1.20	10		1.20	10		1.20
38	12" x 12" x 12" Concrete Block	SQ. YD.	10		1.20	10		1.20	10		1.20	10		1.20
39	12" x 12" x 12" Concrete Block	SQ. YD.	10		1.20	10		1.20	10		1.20	10		1.20
40	12" x 12" x 12" Concrete Block	SQ. YD.	10		1.20	10		1.20	10		1.20	10		1.20
41	12" x 12" x 12" Concrete Block	SQ. YD.	10		1.20	10		1.20	10		1.20	10		1.20
42	12" x 12" x 12" Concrete Block	SQ. YD.	10		1.20	10		1.20	10		1.20	10		1.20
43	12" x 12" x 12" Concrete Block	SQ. YD.	10		1.20	10		1.20	10		1.20	10		1.20
44	12" x 12" x 12" Concrete Block	SQ. YD.	10		1.20	10		1.20	10		1.20	10		1.20
45	12" x 12" x 12" Concrete Block	SQ. YD.	10		1.20	10		1.20	10		1.20	10		1.20
46	12" x 12" x 12" Concrete Block	SQ. YD.	10		1.20	10		1.20	10		1.20	10		1.20
47	12" x 12" x 12" Concrete Block	SQ. YD.	10		1.20	10		1.20	10		1.20	10		1.20
48	12" x 12" x 12" Concrete Block	SQ. YD.	10		1.20	10		1.20	10		1.20	10		1.20
49	12" x 12" x 12" Concrete Block	SQ. YD.	10		1.20	10		1.20	10		1.20	10		1.20
50	12" x 12" x 12" Concrete Block	SQ. YD.	10		1.20	10		1.20	10		1.20	10		1.20
51	12" x 12" x 12" Concrete Block	SQ. YD.	10		1.20	10		1.20	10		1.20	10		1.20
52	12" x 12" x 12" Concrete Block	SQ. YD.	10		1.20	10		1.20	10		1.20	10		1.20
53	12" x 12" x 12" Concrete Block	SQ. YD.	10		1.20	10		1.20	10		1.20	10		1.20
54	12" x 12" x 12" Concrete Block	SQ. YD.	10		1.20	10		1.20	10		1.20	10		1.20
55	12" x 12" x 12" Concrete Block	SQ. YD.	10		1.20	10		1.20	10		1.20	10		1.20
56	12" x 12" x 12" Concrete Block	SQ. YD.	10		1.20	10		1.20	10		1.20	10		1.20
57	12" x 12" x 12" Concrete Block	SQ. YD.	10		1.20	10		1.20	10		1.20	10		1.20
58	12" x 12" x 12" Concrete Block	SQ. YD.	10		1.20	10		1.20	10		1.20	10		1.20
59	12" x 12" x 12" Concrete Block	SQ. YD.	10		1.20	10		1.20	10		1.20	10		1.20
60	12" x 12" x 12" Concrete Block	SQ. YD.	10		1.20	10		1.20	10		1.20	10		1.20
61	12" x 12" x 12" Concrete Block	SQ. YD.	10		1.20	10		1.20	10		1.20	10		1.20
62	12" x 12" x 12" Concrete Block	SQ. YD.	10		1.20	10		1.20	10		1.20	10		1.20
63	12" x 12" x 12" Concrete Block	SQ. YD.	10		1.20	10		1.20	10		1.20	10		1.20
64	12" x 12" x 12" Concrete Block	SQ. YD.	10		1.20	10		1.20	10		1.20	10		1.20
65	12" x 12" x 12" Concrete Block	SQ. YD.	10		1.20	10		1.20	10		1.20	10		1.20
66	12" x 12" x 12" Concrete Block	SQ. YD.	10		1.20	10		1.20	10		1.20	10		1.20
67	12" x 12" x 12" Concrete Block	SQ. YD.	10		1.20	10		1.20	10		1.20	10		1.20
68	12" x 12" x 12" Concrete Block	SQ. YD.	10		1.20	10		1.20	10		1.20	10		1.20
69	12" x 12" x 12" Concrete Block	SQ. YD.	10		1.20	10		1.20	10		1.20	10		1.20
70	12" x 12" x 12" Concrete Block	SQ. YD.	10		1.20	10		1.20	10		1.20	10		1.20
71	12" x 12" x 12" Concrete Block	SQ. YD.	10		1.20	10		1.20	10		1.20	10		1.20
72	12" x 12" x 12" Concrete Block	SQ. YD.	10		1.20	10		1.20	10		1.20	10		1.20
73	12" x 12" x 12" Concrete Block	SQ. YD.	10		1.20	10		1.20	10		1.20	10		1.20
74	12" x 12" x 12" Concrete Block	SQ. YD.	10		1.20	10		1.20	10		1.20	10		1.20
75	12" x 12" x 12" Concrete Block	SQ. YD.	10		1.20	10		1.20	10		1.20	10		1.20
76	12" x 12" x 12" Concrete Block	SQ. YD.	10		1.20	10		1.20	10		1.20	10		1.20
77	12" x 12" x 12" Concrete Block	SQ. YD.	10		1.20	10		1.20	10		1.20	10		1.20
78	12" x 12" x 12" Concrete Block	SQ. YD.	10		1.20	10		1.20	10		1.20	10		1.20
79	12" x 12" x 12" Concrete Block	SQ. YD.	10		1.20	10		1.20	10		1.20	10		1.20
80	12" x 12" x 12" Concrete Block	SQ. YD.	10		1.20	10		1.20	10		1.20	10		1.20
81	12" x 12" x 12" Concrete Block	SQ. YD.	10		1.20	10		1.20	10		1.20	10		1.20
82	12" x 12" x 12" Concrete Block	SQ. YD.	10		1.20	10		1.20	10		1.20	10		1.20
83	12" x 12" x 12" Concrete Block	SQ. YD.	10		1.20	10		1.20	10		1.20	10		1.20
84	12" x 12" x 12" Concrete Block	SQ. YD.	10		1.20	10		1.20	10		1.20	10		1.20
85	12" x 12" x 12" Concrete Block	SQ. YD.	10		1.20	10		1.20	10		1.20	10		1.20
86	12" x 12" x 12" Concrete Block	SQ. YD.	10		1.20	10		1.20	10		1.20	10		1.20
87	12" x 12" x 12" Concrete Block	SQ. YD.	10		1.20	10		1.20	10		1.20	10		1.20
88	12" x 12" x 12" Concrete Block	SQ. YD.	10		1.20	10		1.20	10		1.20	10		1.20
89	12" x 12" x													



PREPARED BY: J. E. D'AMICO  
 CHECKED BY: J. E. D'AMICO  
 APPROVED BY: J. E. D'AMICO  
 DATE: JUN 22 1998  
 PROJECT NUMBER: 2010-00073  
 SHEET: C-4  
 STATUS:

JOSEPH E. D'AMICO  
 13225 ROSEWOOD LANE, HUNTER, FLORIDA 34110  
 COLONY CORPORATE CENTER  
 PELICAN LANDING  
 SECTION 09, T 47S, R 25E, LEE COUNTY, FLORIDA





PREPARED BY THE FLORIDA DEPARTMENT OF TRANSPORTATION  
FOR THE FLORIDA DEPARTMENT OF REVENUE  
FOR ASSESSMENT PURPOSES ONLY



LEE COUNTY  
FLORIDA

SCALE	1" = 200'	SECTION	TWP.	RANGE	SHEET NO.	MAP
PRINTED DATE	PER. 1995	09	47 S	25 E	161 C	
PHOTO. AND MAP	75-1452					

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**EXHIBIT AA-2.B.1  
DISCLOSURE OF INTEREST FORM FOR:**

**STRAP NO.** 09-47-25-00-00001-0150 **CASE NO.** \_\_\_\_\_

1. If the property is owned in fee simple by an INDIVIDUAL, tenancy by the entirety, tenancy in common, or joint tenancy, list all parties with an ownership interest as well as the percentage of such interest.

Name and Address	Percentage of Ownership
_____	_____
_____	_____
_____	_____

2. If the property is owned by a CORPORATION, list the officers and stockholders and the percentage of stock owned by each.

Name and Address	Percentage of Stock
Monroe Management Co., Inc.	50.79%
Henrietta J. Fox, President – 50%	_____
Nancy Mattis, Vice President – 50%	_____
Park Apartments, Inc.	49.21%
Nancy Mattis, President – 50%	_____
Henrietta J. Fox, Vice President – 50%	_____

*\* Ms. Fox and Ms. Mattis own shares of both the Monroe Management Co. Inc and Park Apartments, Inc corporations equally at a 50/50 split.*

3. If the property is in the name of a TRUSTEE, list the beneficiaries of the trust with percentage of interest.

Name and Address	Percentage of Interest
_____	_____
_____	_____
_____	_____

4. If the property is in the name of a GENERAL PARTNERSHIP OR LIMITED PARTNERSHIP, list the names of the general and limited partners.

Name and Address	Percentage of Ownership
_____	_____
_____	_____
_____	_____

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## Jessica Ramos

---

**From:** Fred Hood  
**Sent:** Wednesday, February 09, 2011 4:34 PM  
**To:** Jessica Ramos  
**Subject:** FW: ADD2010-00073 - LSZ Application (Lot Split)  
**Attachments:** Declaration of Covenants, Conditions and Restrictions v.005.pdf

**Frederick E. Hood, AICP**  
Project Planner  
[fred@davidsonengineering.com](mailto:fred@davidsonengineering.com)



[www.davidsonengineering.com](http://www.davidsonengineering.com)  
Davidson Engineering, Inc.  
3530 Kraft Road, Suite 301  
Naples, FL 34105  
Phone 239-434-6060 xt. 2961  
Fax 239-434-6084

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**From:** Lamey, Shawn [<mailto:SLamey@leegov.com>]  
**Sent:** Thursday, February 03, 2011 10:23 AM  
**To:** Fred Hood  
**Subject:** FW: ADD2010-00073 - LSZ Application (Lot Split)

Fred –

Submit at the front counter and we will be ready to sign off.

Thanks

Shawn Lamey  
Senior Planner  
Lee County DCD/Zoning  
1500 Monroe Street  
Fort Myers, Florida 33901  
☎ 239.533.8984  
☎ 239.485.8300

ADD 2010-00073

---

**From:** Jacob, Michael  
**Sent:** Thursday, February 03, 2011 10:11 AM  
**To:** Greg Urbancic  
**Cc:** Jessica Ramos; Keisha Westbrook; Fred Hood; Lamey, Shawn  
**Subject:** RE: ADD2010-00073 - LSZ Application (Lot Split)

Greg,

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2/10/2011

This will work.

Michael D. Jacob  
 Assistant County Attorney  
 Lee County Attorney's Office  
 (239) 533-2236 (telephone)  
 (239) 485-2106 (facsimile)  
[mjacob@leegov.com](mailto:mjacob@leegov.com)

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**From:** Greg Urbancic [<mailto:gurbancic@cyklawfirm.com>]  
**Sent:** Wednesday, February 02, 2011 10:51 AM  
**To:** Jacob, Michael  
**Cc:** Jessica Ramos; Keisha Westbrook; Fred Hood  
**Subject:** RE: ADD2010-00073 - LSZ Application (Lot Split)

Michael- As a follow-up to our telephone call last week, attached is a revised copy of the proposed Declaration for Colony Corporate Center. I have attached the document in clean and redlined form. Please kindly review and let me know if these changes are acceptable per our discussion relating to this commercial project. Feel free to give me a call to discuss.

Thank you.

Greg Urbancic  
 Coleman, Yovanovich & Koester, P.A.  
 Northern Trust Bank Building  
 4001 Tamiami Trail N., Suite 300  
 Naples, Florida 34103  
 Phone: (239) 435-3535  
 Direct Fax: (239) 298-7579  
 Alternate Fax: (239) 435-1218  
 Email: [gurbancic@cyklawfirm.com](mailto:gurbancic@cyklawfirm.com)  
 Website: <http://www.cyklawfirm.com>

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Both Greg Urbancic and Coleman, Yovanovich & Koester, P.A. intend that this message be used exclusively by the addressee(s). This message may contain information that is privileged, confidential and exempt from disclosure under applicable law. Unauthorized disclosure or use of this information is strictly prohibited. If you have received this communication in error, please permanently dispose of the original message and notify Greg Urbancic immediately at [gurbancic@cyklawfirm.com](mailto:gurbancic@cyklawfirm.com) or (239) 435-3535. Thank you.

**From:** Fred Hood [<mailto:Fred@davidsonengineering.com>]  
**Sent:** Thursday, January 20, 2011 8:32 AM  
**To:** Jacob, Michael  
**Cc:** Jessica Ramos; Keisha Westbrook; Greg Urbancic; Lamey, Shawn  
**Subject:** RE: ADD2010-00073 - LSZ Application (Lot Split)

ADD 2010-00073

Michael,

I haven't heard back from you or Shawn on the submittal question I raised a couple of days ago. Just to be sure,

2/10/2011



I've attached the pages in question that satisfy the deficiencies in that previous application.

I look forward to hearing from you soon.

Thanks again for your attention to this matter.

**Frederick E. Hood, AICP**  
Project Planner  
[fred@davidsonengineering.com](mailto:fred@davidsonengineering.com)

ADD 2010-00073



[www.davidsonengineering.com](http://www.davidsonengineering.com)  
Davidson Engineering, Inc.  
3530 Kraft Road, Suite 301  
Naples, FL 34105  
Phone 239-434-6060 xt. 2961  
Fax 239-434-6084

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**From:** Jacob, Michael [<mailto:MJacob@leegov.com>]  
**Sent:** Tuesday, January 18, 2011 4:17 PM  
**To:** Fred Hood; Lamey, Shawn  
**Cc:** Jessica Ramos; Keisha Westbrook; Greg Urbancic  
**Subject:** RE: ADD2010-00073 - LSZ Application (Lot Split)

Fred,

Was Lot 3 part of the Open Space for the project?

Michael D. Jacob  
Assistant County Attorney  
Lee County Attorney's Office  
(239) 533-2236 (telephone)  
(239) 485-2106 (facsimile)  
[mjacob@leegov.com](mailto:mjacob@leegov.com)

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**From:** Fred Hood [<mailto:Fred@davidsonengineering.com>]  
**Sent:** Tuesday, January 18, 2011 3:23 PM  
**To:** Lamey, Shawn  
**Cc:** Jacob, Michael; Jessica Ramos; Keisha Westbrook; Greg Urbancic  
**Subject:** RE: ADD2010-00073 - LSZ Application (Lot Split)

Shawn,

2/10/2011

I think we're at the point of wrapping up the discussed items. I have the fully executed letter of authorization from WCI and we've revised the DOI form for lot 1 (page 9) to correctly illustrate the shares held by each individual for the two companies holding ownership.

The remaining item that you requested is to include lot 3 (property owned by WCI) into the declaration of covenants conditions and restrictions document. We've discussed this with our land use attorney and their opinion is that the aforementioned document was created to handle the shared facilities for the existing development on lots 1 and 2. Lot three, which was never considered in the original D.O., is not developable and shares no operational facilities with either of the other two lots i.e. shared water management or landscaping. It is simply a lot that is occupied by a wall/monument sign for the Pelican Landing development and associated landscaping. Because this lot does not and will not share any of the facilities that the others were constructed with per the existing D.O. we would ask that it not be added to the POA document.

Because the pages that have been revised are straightforward and two in number, would you consider and electronic or mailed submittal to yourself to wrap this up?

Thanks for your consideration.

**Frederick E. Hood, AICP**  
Project Planner  
[fred@davidsonengineering.com](mailto:fred@davidsonengineering.com)



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Davidson Engineering, Inc.  
3530 Kraft Road, Suite 301  
Naples, FL 34105  
Phone 239-434-6060 xt. 2961  
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**From:** Lamey, Shawn [mailto:SLamey@leegov.com]  
**Sent:** Friday, January 14, 2011 4:19 PM  
**To:** Keisha Westbrook; Jacob, Michael; Fred Hood  
**Cc:** Jessica Ramos  
**Subject:** RE: ADD2010-00073 - LSZ Application (Lot Split)

Fred –

To summarize, Keisha is working on the missing signature on letter of authorization and corrections to the disclosure of interest forms.

The application was updated to include LOT 3. The owner of the LOT 3 needs to sign off and should be included in the declaration of covenants, conditions and restrictions.

Kind regards,

Shawn Lamey  
Senior Planner  
Lee County DCD/Zoning  
1500 Monroe Street  
Fort Myers, Florida 33901

2/10/2011



☎ 239.533.8984

☎ 239.485.8300

---

**From:** Keisha Westbrook [mailto:keisha@davidsonengineering.com]

**Sent:** Friday, January 14, 2011 3:42 PM

**To:** Jacob, Michael; Fred Hood

**Cc:** Lamey, Shawn; Jessica Ramos

**Subject:** RE: ADD2010-00073 - LSZ Application (Lot Split)

ADD 2010-00073

Michael,

I have attached the application that was submitted on the 13<sup>th</sup>. Forgive me, but I am not exactly up to speed with this application process. I hope that this helps with the questions. If not can you please let us know on exactly what pages the problem lies?

Thank you,

**Keisha Westbrook, P.E.**

Project Manager

keisha@davidsonengineering.com



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www.davidsonengineering.com

Davidson Engineering, Inc.

3530 Kraft Road, Suite 301

Naples, FL 34105

Phone 239.434.6060 ext.2972

Fax 239.434.6084

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**From:** Jacob, Michael [mailto:MJacob@leegov.com]

**Sent:** Friday, January 14, 2011 3:24 PM

**To:** Fred Hood

**Cc:** Lamey, Shawn; Jessica Ramos; Keisha Westbrook

**Subject:** RE: ADD2010-00073 - LSZ Application (Lot Split)

Fred,

The DOI that was submitted to me only broke one of the companies down to two companies that owned it. The DOI would need to go further and break down those two companies until you get down to the individual owners. The County is closed on Monday, so the earliest I could be available is Tuesday. You might check the latest DOI you have and see if it only breaks the ownership down to the two companies. There is always the possibility that you addressed this but your entire forms did not get emailed to me.

Michael D. Jacob

Assistant County Attorney

Lee County Attorney's Office

(239) 533-2236 (telephone)

(239) 485-2106 (facsimile)

2/10/2011

[mjacob@leegov.com](mailto:mjacob@leegov.com)

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**From:** Fred Hood [mailto:Fred@davidsoneengineering.com]

**Sent:** Friday, January 14, 2011 3:21 PM

**To:** Jacob, Michael

**Cc:** Lamey, Shawn; Jessica Ramos; Keisha Westbrook

**Subject:** Re: ADD2010-00073 - LSZ Application (Lot Split)

ADD 2010-00073

Michael,

What I'm getting from your email is that the information you have is dated when it comes to the DOI forms. Aside from our submission of the letters of authorization, our last submittal addressed what you're asking for, in regards to each company being broken down by individual interests. This was provided over the counter on December 13th. I'm assuming I was all disseminated to staff as usual.

In that I don't have the documents in front of me to go over with you, would you be available by phone on Monday so that we may discuss further?

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Sent from my iPhone

On Jan 14, 2011, at 2:54 PM, "Jacob, Michael" <[MJacob@leegov.com](mailto:MJacob@leegov.com)> wrote:

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Fred,

I'm getting pieces of this to review at different times, so I don't know where you are in this process.

I was asked to look at Disclosure of Interest forms for a case. I offered sufficiency comments on the DOI forms and in response I received the letters of authorization. It would be better if these things were submitted over the counter, reviewed and forwarded by Staff as normal. That might have aided in making sure these things were taken care of at one time and in the right context.



With that said, as I recall, one of the Letters of Authorization was missing a signature. The Disclosure of Interest, to the best of my memory, stated the owners of the company were two other companies. The DOI form must be broken down to the individual owners of each company. Put another way, the people that own the company that owns the company all need to be referenced.

Michael D. Jacob  
Assistant County Attorney  
Lee County Attorney's Office  
(239) 533-2236 (telephone)  
(239) 485-2106 (facsimile)  
[mjacob@leegov.com](mailto:mjacob@leegov.com)

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**From:** Fred Hood [mailto:Fred@davidsonengineering.com]

**Sent:** Friday, January 14, 2011 10:12 AM

**To:** Jacob, Michael

**Cc:** Lamey, Shawn; Jessica Ramos; Keisha Westbrook

**Subject:** Re: ADD2010-00073 - LSZ Application (Lot Split)

ADD 2010-00073

Mr. Jacob,

From the email chain below I'm not certain where the issue lies. Would you be so kind as to let me know what exactly is wrong and needs to be fixed or clarified in the interest of time? I want to get this right so we can satisfy all your requests and get our client's application on it way to approval.

I'm out of the office today, but will be receiving emails and coordinating with Jessica Ramos and Keisha Westbrook in my office to get over to you whatever is necessary to resolve the legal issues.

Thank you for your time a expeditious consideration of our application.

Sent from my iPhone

On Jan 13, 2011, at 3:46 PM, "Lamey, Shawn" <SLamey@leegov.com> wrote:

Fred –

There is still unresolved issues.

**From:** Jacob, Michael

**Sent:** Tuesday, January 11, 2011 10:34 AM

**To:** Lamey, Shawn

**Subject:** RE: ADD2010-00073 - LSZ Application (Lot Split)

That's the item to be addressed with the Letter of Authorization, but that does not have anything to do with the previous comments about the Disclosure of Interest forms.

Michael D. Jacob  
Assistant County Attorney  
Lee County Attorney's Office  
(239) 533-2236 (telephone)  
(239) 485-2106 (facsimile)  
[mjacob@leegov.com](mailto:mjacob@leegov.com)

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