

December 10, 2010

Lisa Hines, Senior Planner *LSL*  
Lee County Development Services  
1500 Monroe Street  
Ft Myers, FL 33901

ADD 2010-00073

ORIGINAL

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

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Ms. Haines:

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We have included the following items for your review and approval:

1. Three (3) Copies of the revised Administrative Action Application;
2. Three (3) Copies of the revised Administrative Action Application – Supplement B;
3. Three (3) Copies of the Letter of Authorization;
4. Three (3) Copies of the revised Exhibit B-1.B (Deviation Justification Summary);
5. Three (3) Copies of the revised Master Concept Plan (MCP) (11 x 17);
6. Three (3) Copies of the revised Master Concept Plan (MCP) (24 x 36);
7. One (1) Copy of the revised Development Compliance Exhibit (24 x 36);
8. Three (3) Copies of the ECPP Meeting Minutes/Summary;
9. Three (3) Copies of the EDRC Meeting Minutes/Summary;
10. Three (3) Copies of the Open Space Exhibit (24 x 36);
11. Three (3) Copies of the Original Landscape Plan (24 x 36);
12. Three (3) Copies of the Proposed Landscape Plan (24 x 36);
13. Three (3) Copies of the Proposed Planting Schedule and Calculations (24 x 36);
14. Three (3) Copies of the revised Exhibit AA-3.A.1 (Strap Numbers);
15. Three (3) Copies of the revised Exhibit AA-2.C.2 (Property Owner's Map with Attached Property Owner's List);
16. Three (3) Copies of the revised Exhibit AA-3.F (Aerial Location Map);
17. Three (3) Copies of the revised Exhibit A-2.C (POA Articles of Incorporation);
18. Three (3) Copies of the revised Exhibit AA-3.C.1 Legal Descriptions;
19. Three (3) Copies of the revised Exhibit AA-3.C.2 (Sketches of Legal Descriptions); and
20. Three (3) Copies of the revised Exhibit AA-3.D.1 (Boundary Survey).

We offer the following responses to your insufficiency letter issued September 15, 2010:

1. 3.) *Deviations Requested. Provide a detailed listing of sections of the Lee County Land Development Code for which a deviation is requested. (See Supplement B Form Item #1-B) (34-2221(1)b.2)*

Each deviation should reflect the specific request that differentiates from the minimum standards established in the Land Development Code (i.e. deviation from the minimum required street setback of 25 feet to permit a minimum street setback of 10 feet).

***Response: Acknowledged. Please see the revised Administrative Action – Supplement B and the Exhibit B-1.B (Deviation Justification Summary).***

The deviations and corresponding number should be listed on the proposed site plan.

***Response: Please see the revised MCP.***

Please note that there are also required deviations from the LDC Section 33 with respect to the Estero Planning Community and the U.S. 41 Overlay.

***Response: Acknowledged. Please see the revised Administrative Action – Supplement B and the Exhibit B-1.B (Deviation Justification Summary).***

The deviations should detail the existing conditions on the subject property and why they are necessary for the requested commercial lot split.

***Response: Please see the revised Administrative Action – Supplement B and the Exhibit B-1.B (Deviation Justification Summary).***

There does not appear to be a water management lake on the properties; thus, are the deviations from the LDC Section 10-329 necessary.

***Response: Deviations from Sec. 10-329 have been removed. Please see the revised Administrative Action – Supplement B and the Exhibit B-1.B (Deviation Justification Summary).***

2. 3a) *A detailed listing of the LDC Section number(s) and the specific regulation(s) of Chapter 34, Chapter 10 and Chapter 30, if applicable, from which relief is sought must be provided. (34-2221-(1)b.2)*

Please provide.

***Response: Please see the revised Administrative Action – Supplement B and the Exhibit B-1.B (Deviation Justification Summary).***

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3. 4) *Site Plan. A detailed site plan, on 24 x 36" paper, drawn to a suitable scale, must be provided indicating all existing and proposed lot lines, buildings and uses, streets and accessways, off-street parking, water management facilities, buffering and open spaces. (See Supplement B From Item #2-A) (34-2221-(1)(b).1)*

The revised site plan must be provided in 3- 24 x 36" and 3- 11 x 17" copies.

***Response: Acknowledged. Please see the revised MCP provided.***

4. 4a) *The site plans must show all deviations requested in the application. (34-2221(1)b.1)*

Please revise the plan accordingly.

***Response: Acknowledged. Please see the revised MCP provided.***

5. 8) *Miscellaneous Items.*

Please note that the submitted limited development orders cannot be approved until the lot split ADD has been approved.

***Response: Acknowledged.***

Please provide the existing and proposed uses located in each building, the minimum required number of parking spaces and the existing number on-site.

***Response: Please see the parking requirements and Lot 2 on the revised MCP provided.***

The 24 x 36" site plans do not show the parking area(s) to be modified. Please revise.

***Response: Please see the revised MCP provided.***

Please note that in accordance with LDC Section 33-54, a community meeting is required to present the requested Administrative Approval for a planned development rezoning (CPD). You can conduct this meeting in conjunction with the Estero Community Planning Panel meetings. You may contact this group by e-mail at [ecpp@esterofl.org](mailto:ecpp@esterofl.org) to inquire about this presentation. Following the meeting, please provide staff with a summary of comments or concerns from the panel.

***Response: Please see the attached minutes and comments provided by both the ECPP and EDRC respectively.***

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**ES Staff, Aaron Martin**

1. Please provide justifications for each deviation.

***Response: Please see the revised Exhibit B-1.B (Deviation Justification Summary).***

2. Please revise the deviation requests to indicate what is being proposed in lieu of the deviated code section.

***Response: Please see the revised Administrative Action – Supplement B and the Exhibit B-1.B (Deviation Justification Summary).***

3. Please clarify the deviation request for LDC 10-329(d)(4)(a). There does not appear to be any lakes on the subject parcel.

***Response: Deviations from Sec. 10-329 have been removed. Please see the revised Administrative Action – Supplement B and the Exhibit B-1.B (Deviation Justification Summary).***

4. Please note the deviation request for LDC 10-416(a)(2) is not required as this project is a commercial development and is required 1 tree per 3500 SF which is shown on the original development order.

***Response: The deviation from Sec. 10-416(a)(2) has been removed. Please see the revised Administrative Action – Supplement B and the Exhibit B-1.B (Deviation Justification Summary).***

5. Please clarify if there are currently any building perimeter plantings around the existing buildings. If so, the deviation from LDC 10-416(b) may be better suited to ask for a reduction in the amount or number of sides verses eliminating the requirement completely.

***Response: There are building perimeter plantings but they do not meet the locational criteria that stipulate they must be on 3 side of the building as referenced in the LDC. A reduction in the standard has been requested. Please see the revised Administrative Action – Supplement B and the Exhibit B-1.B (Deviation Justification Summary).***

6. Please clarify if the deviation requires from LDC 10-416(c)(2)(c) is only from the existing parking islands? If so please indicate in the deviation language.

***Response: The deviation request is for existing parking islands and islands that will be modified with proposed parking lot re-organization. Please see the revised Administrative Action – Supplement B and the Exhibit B-1.B (Deviation Justification Summary).***

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7. Please note the deviation request from LDC 10-416(d)(3&4) is not needed. The actual section is LDC 33-351 since this is the Estero Community. Additionally this deviation request is only needed along US41 since the other roads abutting the project are private roads.

***Response: The deviations from Sec. 10-416(d)(3 & 4) have been removed and the deviation from Sec. 33-351 has been modified. Please see the revised Administrative Action – Supplement B and the Exhibit B-1.B (Deviation Justification Summary).***

8. Please note a deviation request is needed from LDC 33-351 for the internal Type A buffers.

***Response: Acknowledged. Please see the revised Administrative Action – Supplement B and the Exhibit B-1.B (Deviation Justification Summary).***

9. Please clarify if each lot will be able to provide the minimum 20% open space required. Please provide a separate open space diagram. If not, an additional deviation will be required.

***Response: Each lot will be able to provide the required 20% of open space. Please see the attached Open Space Exhibit.***

10. Please clarify if the tree heights currently conform with LDC 33-353(c). If not a deviation request will be needed.

***Response: All existing and proposed trees are of sufficient height and planted per the approved landscape plan and proposed landscape plan respectively. Please see the attached Landscape Plan and Planting Schedule.***

11. Please clarify if the plantings on-site meet the requirements of LDC 33-352(a-c). If not, then a deviation request may be needed.

***Response: All existing and proposed plantings are of sufficient type and size and planted per the approved landscape plan and proposed landscape plan respectively. Please see the attached Landscape Plan and Planting Schedule.***

12. Please clarify if dry detention is located on-site and if so does it comply with LDC 33-111(d)? If not, a deviation request may be required.

***Response: Dry detention areas are present on the site and a deviation has been requested from LDC 33-111(d). Please see the revised Administrative Action – Supplement B and the Exhibit B-1.B (Deviation Justification Summary).***

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13. Please note a deviation request is needed from LDC 33-422(c).

***Response: Acknowledged. Please see the revised Administrative Action – Supplement B and the Exhibit B-1.B (Deviation Justification Summary).***

14. Please clarify if the landscaping existing on-site complies with the original development order approved landscaping?

***Response: All existing and proposed plantings are of sufficient type and size and planted per the approved landscape plan and proposed landscape plan respectively. Please see the attached Landscape Plan and Planting Schedule.***

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,

A handwritten signature in blue ink that reads 'Jessica Hymas for'.

Frederick E. Hood, AICP  
Project Planner

cc: Vernon Pierce  
Greg Urbancic

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**APPLICATION FOR ADMINISTRATIVE ACTION  
FOR UNINCORPORATED AREAS ONLY**

**APPLICATION FOR ADMINISTRATIVE ACTION  
FOR UNINCORPORATED AREAS ONLY**

**Applicant's Name:** Aldo Beretta, Managing Member, GVB Properties, LLC

**Project Name:** Colony Corporate

**STRAP Number(s):** 09-47-25-00-00001.0170, 09-47-25-00-00001.0150 and 09-47-25-00-00001-017A

**TYPE OF ADMINISTRATIVE APPLICATION:**

- ☐ Administrative Variance (attach Supplement A)  
☒ Commercial Lot Split (attach Supplement B)  
☐ Consumption On Premises (attach Supplement C)  
☐ Minimum Use Determination (attach Supplement D)  
☐ LCLDC, Zoning District Boundaries, or Ordinance Interpretation (attach Supplement E)  
☐ Relief for Designated Historic Resources (attach Supplement F)  
☐ Relief for Easement Encroachment (attach Supplement G)  
☐ Administrative Amendment to PUD or PD (attach Supplement H)  
☐ Final Plan Approval for PD per Resolution: # \_\_\_\_\_ (attach Supplement H)  
☐ Administrative Deviation from LCLDC Chapter 10, Section 10-104 (attach Supplement I)  
☐ Placement of Model Home/Unit or Model Display Center (attach Supplement J)  
☐ Dock & Shoreline Structures (attach Supplement K)  
☐ Wireless Communication Facility Shared Use Plan Agreement (attach Supplement M)

Is this project located in the Estero Planning Community? ☒ YES ☐ NO

\*If YES, please note that the applicant may be required to conduct one public informational session where the agent will provide a general overview of the project for any interested citizens.

\*\*\*\*\*

**STAFF USE ONLY**

Case Number: \_\_\_\_\_ Commission District: \_\_\_\_\_  
Current Zoning: \_\_\_\_\_ Fee Amount: \_\_\_\_\_  
Land Use Classification: \_\_\_\_\_ Intake by: \_\_\_\_\_  
Planning Community: \_\_\_\_\_

\*\*\*\*\*

**LEE COUNTY  
COMMUNITY DEVELOPMENT  
P.O. BOX 398 (1500 MONROE STREET)  
FORT MYERS, FLORIDA 33902  
PHONE (239) 533-8585**

**PART 1**  
**APPLICANT\AGENT INFORMATION**

**A. Name of applicant:** Aldo Beretta, Managing Member, GVB Properties, LLC

Address: Street : 24231 Walden Center Drive, Suite 202

City: Bonita Springs State: Florida Zip: 34134

Phone: Area Code: 954 Number: 763- Ext: 4688

Fax: Area Code: 954 Number: 763-4711

E-mail address: osccab@embarqmail.com

**B. Relationship of Applicant to owner (check one):**

       Applicant (including an individual or husband & wife) is the sole owner of the property. [34-201(a)(1)a.1.]

       Notarized Affidavit of Authorization form is attached as Exhibit AA-1.B.2. (See Part 1 Exhibit Form A1 attached hereto for suggested Affidavit Form for an individual.) [34-202(b)(1)c.]

X Applicant has been authorized by the owner(s) to represent them for this action.

X Notarized Affidavit of Authorization form is attached as Exhibit AA-1.B.2. (Please select the appropriate Affidavit Form from the suggested forms in Part 1 Exhibits attached hereto.) [34-202(b)(1)c.]

       Applicant is a contract purchaser/vendee. [34-202(b)(1)d.]

       Notarized Affidavit of Authorization form is attached as Exhibit AA-1.B.2. [34-202(b)(1)c.] (Please select the appropriate Affidavit Form from the suggested forms in Part 1 Exhibits attached hereto.)

**C. Authorized Agent: Name of the person who is to receive all County-initiated correspondence regarding this application.** [34-202(b)(1)c.]

**C.1. Company Name:** Davidson Engineering, Inc.

Contact Person: Frederick E. Hood, AICP

Address: Street : 3530 Kraft Rd, Suite 301

City: Naples State: Florida Zip: 34105

Phone: Area Code: 239 Number: 434-6060 Ext: 2961

Fax: Area Code: 239 Number: 434-6084

E-mail address: fred@davidsonengineering.com;

**C.2. X Additional Agent(s): The names of other agents that the County may contact concerning this application are attached as Exhibit AA-1.C.2. [34-202(b)(1)c.]**

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**PART 2  
PROPERTY OWNERSHIP**

Is this request specific to a particular tract of land? \_\_\_\_\_ NO   X   YES. If the answer is YES, please complete the following items.

- A. **Property Ownership:** Single owner (individual or husband & wife only) [34-201(a)(1)a.1.]
- A.1. **Name:** \_\_\_\_\_
- Mailing Address: Street: \_\_\_\_\_
- City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_
- Phone: Area Code: \_\_\_\_\_ Number: \_\_\_\_\_ Ext: \_\_\_\_\_
- Fax: Area Code: \_\_\_\_\_ Number: \_\_\_\_\_
- E-mail: \_\_\_\_\_
- B. **Property Ownership:** Multiple owners (Corporation, partnership, trust, association) [34-201(a)(1)].
- B.1.   X   Disclosure of (Ownership) Interests Form is attached as Exhibit AA-2.B.1. [34-201(b)2]
- C. **Multiple parcels**
- C.1.   X   Property owners list is attached as Exhibit AA-2.C.1. [34-202(a)(5)]
- C.2.   X   Property owners map is attached as Exhibit AA-2.C.2. [34-202(a)(5)]
- D. **Date property was acquired by present owner(s):** Strap #09-47-25-00-00001-0170- 02/08/2002  
Strap #09-47-25-00-00001-0150- 05/10/2006  
Strap #09-47-25-00-00001-017A-02/23/2010

**PART 3  
PROPERTY INFORMATION**

Is this request specific to a particular tract of land? \_\_\_\_\_ NO   X   YES. If the answer is YES, please complete the following items.

- A. **STRAP Number(s):** 09-47-25-00-00001-0170  
09-47-25-00-00001.0150  
09-47-25-00-00001-017A
- B. **Street Address of Property:** 24231 Walden Center Drive Bonita Springs, FL 34134
- C. **Legal Description**
- X   Legal description (on 8 1/2" by 11" paper) is attached as Exhibit AA-3.C.1. [34-202(a)(1)]
- X   Sealed sketch of the legal description is attached as Exhibit AA-3.C.2. [34-202(a)(1)]
- X   Electronic version of the legal description is attached as Exhibit AA-3.C.3.
- D. **Boundary Survey**
- X   A Boundary survey, tied to the state plane coordinate system, is attached as Exhibit AA-3.D.1. [34-202(a)(2)]
- \_\_\_\_\_ The property consists of one or more undivided platted lots in a subdivision recorded in the Official

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County Plat Books. A copy of the applicable plat book page is attached as Exhibit AA-3.D.2. [34-202(a)(2)]

- E. Planning Community: Estero Planning Community
- F. General Location of Property: Tract of land lying at the northwest corner of the intersection of Pelican Colony Boulevard and S. Tamiami Trail (U.S. 41)
- F.1. X Area location map is attached as Exhibit AA-3.F. [34-202(a)(4)]
- F.2. Directions to property: From I-75 travel west on Corkscrew Road 2.1 miles then turn left on S. Tamiami Trail. Continue on S. Tamiami Trail for 2.5 miles then turn right at Walden Center Drive. Follow Walden Center Drive for 200 feet and then turn left, continuing on Walden Center Drive. Driveways accessing the subject property will be on your immediate left.
- G. Current Zoning of Property: Pelican Landing CPD (Z-94-014), Administrative Amendment FPA-98-048
- H. Current use(s) of the property are: General and Medical Office with an associated landscape parcel.
- I. Property Dimensions [34-202(a)(8)]

1. Width (average if irregular parcel): ± 241 Feet
2. Depth (average if irregular parcel): ± 411 Feet
3. Total area: 4.40 acres Acres or square feet
4. Frontage on road or street: ± 667 Feet on Walden Center Drive Street
- 2<sup>nd</sup> Frontage on road or street: ± 646 Feet on U.S. 41/Tamiami Trail Street
- 3<sup>rd</sup> Frontage on road or street: ± 112 Feet on Walden Center Drive Street
- 4<sup>th</sup> Frontage on road or street: ± 322 Feet on Pelican Colony Blvd. Street

**PART 4**  
**ACTION REQUESTED**

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**A. TYPE OF REQUEST (please check one)**

- X Administrative Variance (requires supplement A)
- Commercial Lot Split (requires supplement B)
- Consumption On Premises (requires supplement C)
- Minimum Use Determination (requires supplement D)
- LCLDC, Zoning District Boundaries, or Ordinance Interpretation (requires supplement E)
- Relief for Designated Historic Resources (requires supplement F)
- Easement Encroachment (requires supplement G)
- Administrative Amendment to a PUD or Planned Development (requires supplement H)
- Final Plan Approval for a Planned Development (requires supplement H)
- Administrative Deviation from Chapter 10 of the LDC (requires supplement I)
- Placement of Model Home/Unit or Model Display Center (requires supplement J)
- Dock & Shoreline Structure (requires supplement K)
- Wireless Communication Facility Shared Use Plan Agreement (requires supplement M)

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**B. NATURE OF REQUEST (please print):**

The applicant wishes to perform a lot split on the subject property while providing each subsequent parcel with sufficient parking per code requirements. The lot split will result in certain common elements (i.e. access drives/aisles, water management, etc.) that will be present and governed by a POA providing each parcel with necessary access, drainage and other common serviced.

In addition to the lot split, Phase II's (Lot 2) site plan will be reconfigured to provide 18 additional parking spaces and alter the internal landscaping while remaining compliant with the LDC.



**PART 5  
SUBMITTAL REQUIREMENTS**

**ADD 2010-00073**

THE NUMBER OF COPIES REQUIRED FOR EACH EXHIBIT IS BASED ON THE ACTION REQUESTED AS INDICATED BELOW. PLEASE NOTE THAT THE THREE (3) SETS OF REQUIRED SUBMITTAL AND SUPPLEMENTAL FORMS MUST BE SUBMITTED IN SETS OF THREE. ADDITIONAL SUBMITTAL ITEMS (listed below) SHOULD BE SUBMITTED AS A GROUP WITH THE APPROPRIATE NUMBER OF COPIES PROVIDED AS NOTED BELOW.

Copies Required*	Exhibit Number	SUBMITTAL ITEMS
3		Completed application for Administrative Action
1		Filing Fee - [34-202(a)(9)]
Copies Required*	SUP Number	SUPPLEMENTAL FORMS (select applicable request/form)
3	SUP A	Administrative Variance request
3	SUP B	Commercial Lot Split request
3	SUP C	Consumption On Premises request
3	SUP D	Minimum Use Determination request
3	SUP E	Ordinance Interpretation request
3	SUP F	Relief for Designated Historic Resources request
3	SUP G	Easement Encroachment request
3	SUP H	Administrative Amendment to a PUD or Planned Development request
3	SUP H	Final Plan Approval for a Planned Development request
3	SUP I	Administrative Deviation from Chapter 10 of the LDC request
3	SUP J	Placement of Model Home/Unit or Model Display Center request
3	SUP K	Dock & Shoreline Structure request
3	SUP M	Wireless Communication Facility Shared Use Plan Agreement
Copies Required*	Exhibit Number	ADDITIONAL SUBMITTAL ITEMS
3	AA-1.B.2	Notarized Affidavit of Authorization Form [34-202(b)(1)c]
3	AA-1.C.2	Additional Agents [34-202(b)(1)c.]
3	AA-2.B.1	Disclosure of Interest Form [34-201(b)(2)a]
3	AA-2.C.1	Subject property owners list (if applicable) [34-202(a)(5)]
3	AA-2.C.2	Subject Property Owners map (if applicable) [34-202(a)(5)]
3	AA-3.A.1	List of STRAP Numbers (if additional sheet is required) [34-202(a)(1)]
3	AA-3.C.1	Legal Description ( <b>2 originals required</b> ) [34-202(a)(1)]
3	AA-3.C.2	Sealed Sketch of the Legal Description ( <b>2 originals required</b> ) [34-202(a)(1)]
1	AA-3.C.2	Electronic version of legal description (if available)
3	AA-3.D.1	Boundary Survey (tied to State Plane Coordinate System) [34-202(a)(2)] {NOTE: This is a required submittal for all Planned Development Applications and for all properties of 10 acres or more. ( <b>2 originals required</b> ) [34-373(a)(4)a.]}
3	AA-3.D.2	Copy of Plat Book Page (if applicable) [34-202(a)(1)]
3	AA-3.F	Area Location Map on 8-1/2" by 11" paper pursuant to LCLDC Section 34-202(a)(4).

\* At least one copy must be an original.

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PART 1 AFFIDAVIT A2  
(EXHIBIT AA-1.B.2)

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AFFIDAVIT FOR ADMINISTRATIVE ACTION  
APPLICATION IS SIGNED BY A CORPORATION, LIMITED LIABILITY COMPANY (L.L.C.), LIMITED COMPANY  
(L.C.), PARTNERSHIP, LIMITED PARTNERSHIP, OR TRUSTEE

I, Aldo Beretta as Managing Member of GVB Properties, LLC swear or affirm under oath,  
that I am the **owner** and **the authorized representative of the owner(s)** of the property and that:

1. I have full authority to secure the approval(s) requested and to impose covenants and restrictions on the referenced property as a result of any action approved by the County in accordance with this application and the Land Development Code;
2. All answers to the questions in this application and any sketches, data or other supplementary matter attached hereto and made a part of this application are honest and true;
3. I am hereby authorizing the staff of Lee County Community Development to enter upon the property during normal working hours for the purpose of investigating and evaluating the request made thru this application; and that
4. The property will not be transferred, conveyed, sold or subdivided unencumbered by the conditions and restrictions imposed by the approved action.

GVB Properties, LLC

\*Name of Entity (corporation, partnership, LLP, LC, etc)

Signature

Aldo Beretta  
(Type or printed name)

Managing Member  
(title of signatory)

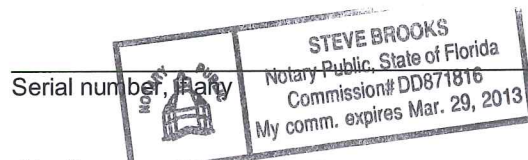
STATE OF FL  
COUNTY OF Lee

The foregoing instrument was sworn to (or affirmed) and subscribed before me this 8th DAY OF NOV. 2010 (date) by Aldo Beretta (name of person providing oath or affirmation), who is personally known to me or who has produced FLDC (type of identification) as identification.

Signature of person taking oath or affirmation

Steve Brooks  
Name typed, printed or stamped

Title or rank



\*Notes:

- If the applicant is a corporation, then it is usually executed by the corp. pres. or v. pres.
- If the applicant is a Limited Liability Company (L.L.C.) or Limited Company (L.C.), then the documents should typically be signed by the Company's "Managing Member."
- If the applicant is a partnership, then typically a partner can sign on behalf of the partnership.
- If the applicant is a limited partnership, then the general partner must sign and be identified as the "general partner" of the named partnership.
- If the applicant is a trustee, then they must include their title of "trustee."
- In each instance, first determine the applicant's status, e.g., individual, corporate, trust, partnership, estate, etc., and then use the appropriate format for that ownership.

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**EXHIBIT I-E  
DISCLOSURE OF INTEREST FORM FOR:**

**STRAP NO.** 09-47-25-00-00001.0170 **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
GVB Properties, LLC	_____
Aldo Beretta, Managing Member	100%
_____	_____

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
_____	_____
_____	_____
_____	_____

5. If there is a CONTRACT FOR PURCHASE, whether contingent on this application or not, and whether a Corporation, Trustee, or Partnership, list the names of the contract purchasers below, including the officers, stockholders, beneficiaries, or partners.

Name and Address	Percentage of Stock
_____	_____
_____	_____
_____	_____

Date of Contract: \_\_\_\_\_

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6. If any contingency clause or contract terms involve additional parties, list all individuals or officers, if a corporation, partnership, or trust.

Name and Address	
_____	_____
_____	_____
_____	_____

For any changes of ownership or changes in contracts for purchase subsequent to the date of the application, but prior to the date of final public hearing, a supplemental disclosure of interest shall be filed.

The above is a full disclosure of all parties of interest in this application, to the best of my knowledge and belief.

Signature: \_\_\_\_\_

(Applicant)

Aldo Beretta, Managing Member, GVB Properties, LLC

(Printed or typed name of applicant)

STATE OF FLORIDA  
COUNTY OF LEE

The foregoing instrument was acknowledged before me this 8th day of November 2010  
by Aldo Beretta who is personally known to me or who has produced  
FLDL as identification.



Signature of Notary Public

STEVE BROOKS

Printed Name of Notary Public

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

COMMUNITY DEVELOPMENT

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	
Nancy Mattis, Vice President	
Park Apartments, Inc.	49.21%
Nancy Mattis, President	
Henrietta J. Fox, Vice President	

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

5. If there is a CONTRACT FOR PURCHASE, whether contingent on this application or not, and whether a Corporation, Trustee, or Partnership, list the names of the contract purchasers below, including the officers, stockholders, beneficiaries, or partners.

Name and Address	Percentage of Stock

Date of Contract: \_\_\_\_\_

6. If any contingency clause or contract terms involve additional parties, list all individuals or officers, if a corporation, partnership, or trust.

Name and Address \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

For any changes of ownership or changes in contracts for purchase subsequent to the date of the application, but prior to the date of final public hearing, a supplemental disclosure of interest shall be filed.

The above is a full disclosure of all parties of interest in this application, to the best of my knowledge and belief.

Signature: \_\_\_\_\_

*Nancy Mattis*  
(Applicant)

Nancy Mattis  
(Printed or typed name of applicant)

STATE OF FLORIDA  
COUNTY OF LEE

The foregoing instrument was acknowledged before me this 2nd day of Dec 20 10  
by Nancy Mattis who is personally known to me or who has produced  
as identification. .

(SEAL)

*Stevie Lynn Clifford*  
Signature of Notary Public

Stevie Lynn Clifford  
Printed Name of Notary Public



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6. If any contingency clause or contract terms involve additional parties, list all individuals or officers, if a corporation, partnership, or trust.

Name and Address \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

For any changes of ownership or changes in contracts for purchase subsequent to the date of the application, but prior to the date of final public hearing, a supplemental disclosure of interest shall be filed.

The above is a full disclosure of all parties of interest in this application, to the best of my knowledge and belief.

Signature: \_\_\_\_\_

(Applicant)

Henrietta Y. Fox

(Printed or typed name of applicant)

STATE OF FLORIDA  
COUNTY OF LEE

The foregoing instrument was acknowledged before me this 2nd day of Dec 20 10  
by Henrietta Y. Fox who is personally known to me or who has produced  
as identification. .

(SEAL)

Signature of Notary Public

Printed Name of Notary Public



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

COMMUNITY DEVELOPMENT

STRAP NO. 09-47-25-00-00001.017A 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
WCI Communities, Inc. a Delaware Corporation	100%
David Fry, President & CEO	_____
Russell Devendorf, Senior VP & CFO	_____
Tim Oak, Senior VP	_____
Vivien Hastings, Senior VP & Secretary	_____
Doug Schwartz, Senior VP	_____
Donna Walker, Senior VP	_____

*Parent company of WCI Communities, LLC. Bay Colony Gateway, Inc.- formally a wholly owned subsidiary of WCI.*

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
_____	_____
_____	_____
_____	_____

5. If there is a CONTRACT FOR PURCHASE, whether contingent on this application or not, and whether a Corporation, Trustee, or Partnership, list the names of the contract purchasers below, including the officers, stockholders, beneficiaries, or partners.

Name and Address	Percentage of Stock
_____	_____
_____	_____
_____	_____

Date of Contract: \_\_\_\_\_

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5. If there is a CONTRACT FOR PURCHASE, whether contingent on this application or not, and whether a Corporation, Trustee, or Partnership, list the names of the contract purchasers below, including the officers, stockholders, beneficiaries, or partners.

Name, Address, & Office(if applicable)

Percentage of Stock

_____	_____
_____	_____
_____	_____
_____	_____

Date of Contract: \_\_\_\_\_

6. If any contingency clause or contract terms involve additional parties, list all individuals or officers, if a corporation, partnership, or trust.

Name and Address

Percentage of Stock

_____	_____
_____	_____
_____	_____
_____	_____

For any changes of ownership or changes in contracts for purchase subsequent to the date of the application, but prior to the date of final certificate of compliance, a supplemental disclosure of interest must be filed.

The above is a full disclosure of all parties of interest in this application, to the best of my knowledge and belief.

Signature: \_\_\_\_\_

(Applicant)

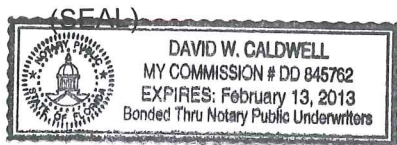
*[Handwritten Signature]*

*Barry Ernst*

(Printed or typed name of applicant)

STATE OF FLORIDA  
COUNTY OF LEE

The foregoing instrument was acknowledged before me this 10/4/10 (date) by Barry Ernst, who is personally known to me or who has produced as identification.



*[Handwritten Signature]*

Signature of Notary Public

DAVID W. CALDWELL

Printed Name of Notary Public

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Page 2 of 2



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**ADMINISTRATIVE ACTION REQUEST  
SUPPLEMENT B  
FOR UNINCORPORATED AREAS ONLY**

**COMMERCIAL LOT SPLIT  
per LCLDC Section 34-2221**

Case Number: \_\_\_\_\_

Project Name: Colony Corporate Center

Applicant's Name: Aldo Beretta, Managing Member, GVB Properties, LLC

STRAP Number(s): 09-47-25-00-00001.0150; 09-47-25-00-00001.0170; & 09-47-25-00-00001.017A

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**COMMUNITY DEVELOPMENT**

**If the request for administrative action is for a commercial lot split as set forth in Section 34-2221 of the Land Development Code, please submit the Lee County "Application for Administrative Action" form for unincorporated areas and Supplement B form including the following:**

\*\*\*\*\*

**PART 1.  
ACTION REQUESTED**

**A. TYPE OF SUBDIVISION:** Please check the appropriate type of the proposed subdivision. [34-2221(1)a.]

- ☐ A subdivision of an existing commercial or industrial development; OR
- ☒ A commercial or industrial development which has received a Development Order; OR
- ☐ A Final Development Order which is still effective; OR
- ☐ A new Development Order application.

**B. DEVIATIONS REQUESTED:** List below the LCLDC Section(s) and the Requirement(s) (Section Name) for which a deviation from the LCLDC is requested (attach additional sheet, if necessary, and Label as **Exhibit B-1.B.**). [34-2221(1)b.2.]

Section	Requirement
10-416(b)	Requirement to provide building perimeter plantings equal to 10% of the building ground floor area.

Deviation #1: from LDC Section 10-416(b), requiring building perimeter plantings equal to 10% of the building ground floor area and be located on 3 sides of the structure, to require only the main facade provide the required 10% of the building footprint in building perimeter planting areas.

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- 10-416(c)(2)(c) Requires 10' minimum width landscape islands.  
Deviation #2: from LDC Section 10-416(c)(2)(c), requiring 10' minimum width landscape islands within parking areas, to permit the existing islands at a minimum of 8' minimum width within parking areas.
- 33-351 Landscaping Buffer Requirements  
Deviation #3: from LDC Section 33-351, requiring a minimum 20' wide Type D landscape buffer between proposed commercial uses and existing right-of-way, to permit a minimum 10' wide Type D landscape buffer between proposed commercial uses and existing right-of-way.  
Deviation #4: from LDC Section 33-351, requiring a minimum 5' wide Type A landscape buffer between commercial uses, to exempt the proposed lots and existing development from said requirement.
- 33-422(c) Parking Lots – Additional buffering for Parking Lots adjacent to US 41  
Deviation #5: from LDC Section 33-422(c), requiring a minimum 25' type "E" buffer containing a two to three foot undulating landscaped berm, without a wall, , to permit a minimum 10' wide Type D landscape buffer between proposed commercial uses and existing right-of-way.
- 33-111(d) Water Management – All dry detention basins must be planted with wetland type plant species (such as Spartina) in minimum one-gallon containers not more than 36 inches on center throughout the extent of the basin.  
Deviation #6: from LDC Section 33-111(d) requiring all dry detention basins be planted with wetland type plant species in minimum one-gallon containers not more than 36 inches on center throughout the extent of the basin, to exempt the proposed lots and existing development from said requirement.

Please see the attached Exhibit B-1.B for the justification summaries.

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**PART 2.**

**ADDITIONAL SUBMITTAL REQUIREMENTS - Please submit the following:**

- A. **SITE PLAN.** A detailed **Site Plan** drawn on 24" X 36" paper must be provided (see Explanatory Notes, PART 2, for details of the required information). Label as **Exhibit B-2.A.1.** Six (6) copies of the Site Plan reduced to not greater than 11" X 17" in size must also be provided (two originals required). Label as **Exhibit B-2.A.2.** [34-2221(1)b.1.]
- B. **Overall development compliance calculations and plans.** Label as **Exhibit B-2.B.** [34-2221(1)b.3.]
- C. **Documentation** assuring that the common elements of the overall development is subject to unified control and will be perpetually maintained through a property owner's association. Label as **Exhibit B-2.C.** [34-2221(1)b.4.]

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**PART 3.  
SUBMITTAL REQUIREMENTS**

THE NUMBER OF COPIES REQUIRED FOR EACH SUBMITTAL ITEM/EXHIBIT IS INDICATED BELOW. PLEASE NOTE THAT THIS SUPPLEMENT NEEDS TO BE ACCOMPANIED BY THE APPLICATION FOR ADMINISTRATIVE ACTION. COPIES OF BOTH OF THESE APPLICATIONS SHOULD BE SUBMITTED TOGETHER IN SETS OF THREE ALONG WITH ALL OTHER REQUIRED DOCUMENTATION. ADDITIONAL SUBMITTAL ITEMS (listed below) SHOULD BE SUBMITTED AS A GROUP WITH THE APPROPRIATE NUMBER OF COPIES PROVIDED AS NOTED BELOW.

Copies Required*	Exhibit Number	SUBMITTAL ITEMS
3		Completed Application for Administrative Action Form [34-201(b)]
1		Filing Fee - [34-202(a)(9)]
3	SUP B	Commercial Lot Split request Supplement Form
3	B-1.B	Deviations Requested (if additional sheet is required) [34-2221(1)b.2.]
1	B-2.A.1	Site Plan (24" x 36" size) [34-2221(1)b.1.]
3	B-2.A.2	Site plan (11" x 17" size) [34-2221(1)b.1.] - <b>two originals required</b>
Copies Required*	Exhibit Number	ADDITIONAL SUBMITTAL ITEMS
1	B-2.B	Overall Development Compliance Calculations and Plans [34-2221(1)b.3.]
1	A-2.C	Documentation of Unified Control and Maintenance by Property Owner's Association [34-2221(1)b.4.]

\* At least one copy must be an original

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**LETTER OF AUTHORIZATION**

COMMUNITY DEVELOPMENT

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

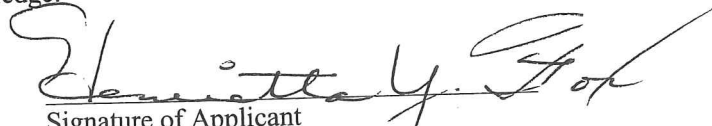
ADD 2010-00073

I am the President of Monroe Management Co. of Southwest Florida, Inc., a Florida corporation, successor by merger to Monroe Management Co., Inc., a New Jersey corporation (the "Company") and I am an authorized representative of 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 requests: (1) Lot Split Application; (2) Limited Review Deviation; and (3) Limited Review Development Order.

  
Signed: \_\_\_\_\_ Date 12/2/10  
Print Name: **Henrietta Y. Fox**

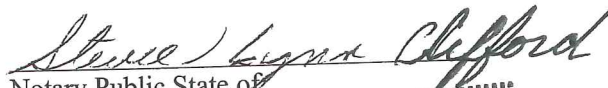
I hereby certify that I have the authority to make the foregoing application, and that the application is true, correct and complete to the best of my knowledge.

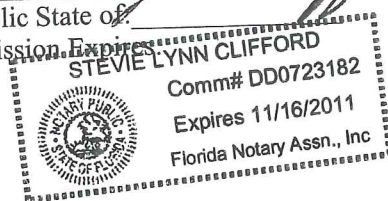
  
Signature of Applicant  
Print Name: **Henrietta Y. Fox**

STATE OF FL  
COUNTY OF Lee

Sworn to and subscribed before me this 2nd day of Dec, 2010 by Henrietta Y. Fox, who is ☒ personally known to me or has ☐ produced \_\_\_\_\_ as identification, and did take an oath.

(Seal)

  
Notary Public State of \_\_\_\_\_  
My Commission Expires \_\_\_\_\_



**LETTER OF AUTHORIZATION**

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

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COMMUNITY DEVELOPMENT

ADD 2010-00073

I am the President of The Park Apartments of Southwest Florida, Inc., a Florida corporation, successor by merger to The Park Apartments, Inc., a New Jersey corporation (the "Company") and I am an authorized representative of 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 requests: (1) Lot Split Application; (2) Limited Review Deviation; and (3) Limited Review Development Order.

Signed:

Print Name: Nancy Mattis

Date

12/2/10

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

Signature of Applicant  
Print Name: Nancy Mattis

STATE OF

FL

COUNTY OF

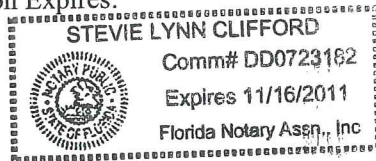
Lee

Sworn to and subscribed before me this 2nd day of Dec., 2010 by Nancy Mattis, who is ☒ personally known to me or has ☐ produced \_\_\_\_\_ as identification, and did take an oath.

(Seal)

Notary Public State of

My Commission Expires:





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LETTER OF AUTHORIZATION

COMMUNITY DEVELOPMENT

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

ADD 2010-00073

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

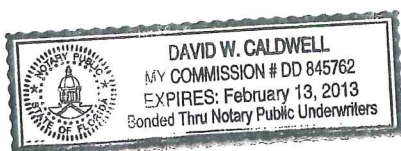
Date: 12/7/10

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 of Applicant  
Print Name: ~~Barry Ernst~~

State of Florida  
County of LEE

Sworn to and subscribed before me this 7<sup>th</sup> day of December, 2010 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

**EXHIBIT B-1.B – DEVIATION JUSTIFICATION SUMMARY**

COMMUNITY DEVELOPMENT

In requesting a lot split through this application process, the applicant has been asked to identify any deviations occurring with this application and provide a justification. The following identifies those deviations and provides a justification for each:

<u>Section</u>	<u>Requirement</u>
10-416(b)	Requires building perimeter plantings equal to 10% of the ground floor area and abutting 3 sides of the building.

Deviation #1: from LDC Section 10-416(b), requiring building perimeter plantings equal to 10% of the building ground floor area and be located on 3 sides of the structure, to require only the main façade provide the required 10% of the building footprint in building perimeter planting areas.

Justification for Deviation: The subject property and the proposed split lots are an existing development per an approved development order which did not meet the perimeter planting requirement. Plantings are located at the entrances of the existing façades, but not on 3 sides of the existing structures. The redevelopment of the project's open space areas to meet the current width standards of the LDC would result in many instances the loss of developable area and therefore a substantial hardship for the applicant. Where possible, additional plantings and areas have been provided on the landscape plan in an attempt to meet the intent of the current standards.

10-416(c)(2)(c).	Requires 10' minimum width landscape islands.
------------------	---

Deviation #2: from LDC Section 10-416(c)(2)(c), requiring 10' minimum width landscape islands within parking areas, to permit the existing islands at a minimum of 8' minimum width within parking areas.

Justification for Deviation: The subject property and the proposed split lots were developed per an approved development order which did not meet this requirement. The landscape islands are less than 10 feet throughout the subject property. The redevelopment of the project's landscape islands to meet the current standards of the LDC would result in the loss of parking area and therefore created a parking shortfall for the applicant.

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33-351

Landscaping Buffer Requirements

**COMMUNITY DEVELOPMENT**

Deviation #3: from LDC Section 33-351, requiring a minimum 20' wide Type D landscape buffer between proposed commercial uses and existing right-of-way, to permit a minimum 10' wide Type D landscape buffer between proposed commercial uses and existing right-of-way.

Deviation #4: from LDC Section 33-351, requiring a minimum 5' wide Type A landscape buffer between commercial uses, to exempt the proposed lots and existing development from said requirement.

*Justification for Deviations: The subject property and the proposed split lots are an existing development per an approved development order which do not meet width requirement for the landscape buffer along U.S. 41 (Tamiami Trail), where the width is 10 feet, or the required internal Type A landscape buffers, where there are none, that will result from the proposed lot split. The redevelopment of the project's buffer areas to meet the current standards of the LDC would result in the loss of developable area and therefore a substantial hardship for the applicant. Where possible, additional plantings have been provided on the landscape plan in an attempt to meet the intent of the current buffering standards.*

33-422(c)

Parking Lots - Where parking is located adjacent to US 41, adequate screening, consisting of a minimum type "E" buffer, as specified in section 33-351, containing a two to three foot undulating landscaped berm, without a wall, is required. The intent is to screen parking areas but not buildings.

Deviation #5: from LDC Section 33-422(c), requiring a minimum 25' type "E" buffer containing a two to three foot undulating landscaped berm, without a wall, , to permit a minimum 10' wide Type D landscape buffer between proposed commercial uses and existing right-of-way.

*Justification for Deviation: The subject property and the proposed split lots are an existing development per an approved development order which do not meet the requirements for the Type E landscape buffer along U.S. 41 (Tamiami Trail) where parking lots are adjacent to the right-of-way. The existing development provides a 10 foot landscape buffer along the right-of-way. The redevelopment of the project's buffer areas to meet the current standards of the LDC would result in the loss of developable area and therefore a substantial hardship for the applicant. Where possible, additional plantings have been provided on the landscape plan in an attempt to meet the intent of the current buffering standards.*



33-111(d)

Water Management – All dry detention basins must be planted with wetland type plant species (such as Spartina) in minimum one-gallon containers not more than 36 inches on center throughout the extent of the basin.

Deviation #6: from LDC Section 33-111(d) requiring all dry detention basins be planted with wetland type plant species in minimum one-gallon containers not more than 36 inches on center throughout the extent of the basin, to exempt the proposed lots and existing development from said requirement.

Justification for Deviation: The subject property and the proposed split lots were developed per an approved development order and SFWMD ERP which did not meet this requirement. The additional plantings required per this LDC section may adversely affect the water management system in place or cause it to be re-engineered resulting in the potential loss developable area and therefore create a substantial hardship for the applicant.

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PLANNING NOTES:

CURRENT ZONING  
TYPE/LAND USE:  
TOTAL FOOT PRINT AREA:  
GROSS FLOOR AREA:  
BUILDING USES:

PELICAN LANDING CPD  
COMMERCIAL  
21,476 SF  
42,952 SF  
GENERAL/  
MEDICAL OFFICE

LOT 1:  
BUILDING HEIGHT MAXIMUM:  
MAXIMUM LOT COVERAGE:  
MINIMUM LOT AREA:

REQUIRED  
8 STORIES OR 95'  
40%  
20,000 SF

PROVIDED  
2 STORIES  
12.89%  
83,414 SF

LOT 2:  
BUILDING HEIGHT MAXIMUM:  
MAXIMUM LOT COVERAGE:  
MINIMUM LOT AREA:

8 STORIES OR 95'  
40%  
20,000 SF

2 STORIES  
12.85%  
83,459 SF

PARKING REQUIREMENTS:

EXISTING DEVELOPMENT

LOT 1 @ 1 PER 300 SF (GEN. OFFICE): 20,250 SF 68 SPACES 72 SPACES  
LOT 2 @ 1 PER 300 SF (GEN. OFFICE): 20,250 SF 68 SPACES 85 SPACES

PROPOSED DEVELOPMENT

LOT 2 @ 1 PER 200 SF (MED. OFFICE): 20,250 SF 101 SPACES 103 SPACES

MODIFIED PARKING AREA  
(INCREASE OF 18 SPACES  
FOR LOT 2)

LOT 1: LAND USE SUMMARY

USE	ACRES	% OF SITE
BUILDING AREA	0.25 ACRES	12.89%
PAVEMENT	0.89 ACRES	45.88%
GENERAL OPEN SPACE	0.60 ACRES	30.93%
LANDSCAPE BUFFERS	0.20 ACRES	10.30%
TOTAL SITE AREA	1.94 ACRES	100%

LOT 2: LAND USE SUMMARY

USE	ACRES	% OF SITE
BUILDING AREA	0.25 ACRES	13.02%
PAVEMENT	0.92 ACRES	47.92%
GENERAL OPEN SPACE	0.61 ACRES	31.77%
LANDSCAPE BUFFERS	0.14 ACRES	7.29%
TOTAL SITE AREA	1.91 ACRES	100%

LOT 3: LAND USE SUMMARY

USE	ACRES	% OF SITE
LANDSCAPE AREA	0.57 ACRES	100%
TOTAL SITE AREA	0.57 ACRES	100%

OVERALL OPEN SPACE SUMMARY

	REQUIRED	PROVIDED
OPEN SPACE (20% OF TOTAL SITE)	0.88 ACRES	2.12 ACRES
GENERAL OPEN SPACE		1.78 ACRES
LANDSCAPE BUFFERS		0.34 ACRES

BUILDING SETBACKS

LOT 1	STREET YARD	SIDE YARD	LOT 2	STREET YARD	SIDE YARD
REQUIRED*	252.92'/75' /33.2'	66.4'	REQUIRED*	153.36'/24.9'	30.2'/87.9'
SHOWN	252.92'/75' /33.2'	66.4'	SHOWN	153.36'/24.9'	30.2'/87.9'

\* PER APPROVED ADMINISTRATIVE AMENDMENT FPA-98-048

DEVIATIONS

- DEVIATION #1: FROM LDC SECTION 10-416(B), REQUIRING BUILDING PERIMETER PLANTINGS EQUAL TO 10% OF THE BUILDING GROUND FLOOR AREA AND BE LOCATED ON 3 SIDES OF THE STRUCTURE, TO REQUIRE ONLY THE MAIN FAÇADE PROVIDE THE REQUIRED 10% OF THE BUILDING FOOTPRINT IN BUILDING PERIMETER PLANTING AREAS.
- DEVIATION #2: FROM LDC SECTION 10-416(C)(2)(C), REQUIRING 10' MINIMUM WIDTH LANDSCAPE ISLANDS WITHIN PARKING AREAS, TO PERMIT THE EXISTING ISLANDS AT A MINIMUM OF 8' MINIMUM WIDTH WITHIN PARKING AREAS.
- DEVIATION #3: FROM LDC SECTION 33-351, REQUIRING A MINIMUM 20' WIDE TYPE D LANDSCAPE BUFFER BETWEEN PROPOSED COMMERCIAL USES AND EXISTING RIGHT-OF-WAY, TO PERMIT A MINIMUM 10' WIDE TYPE D LANDSCAPE BUFFER BETWEEN PROPOSED COMMERCIAL USES AND EXISTING RIGHT-OF-WAY.
- DEVIATION #4: FROM LDC SECTION 33-351, REQUIRING A MINIMUM 5' WIDE TYPE A LANDSCAPE BUFFER BETWEEN COMMERCIAL USES, TO EXEMPT THE PROPOSED LOTS AND EXISTING DEVELOPMENT FROM SAID REQUIREMENT.
- DEVIATION #5: FROM LDC SECTION 33-422(C), REQUIRING A MINIMUM 25' TYPE "E" BUFFER CONTAINING A TWO TO THREE FOOT UNDULATING LANDSCAPED BERM, WITHOUT A WALL, , TO PERMIT A MINIMUM 10' WIDE TYPE D LANDSCAPE BUFFER BETWEEN PROPOSED COMMERCIAL USES AND EXISTING RIGHT-OF-WAY.
- DEVIATION #6: FROM LDC SECTION 33-111(D) REQUIRING ALL DRY DETENTION BASINS BE PLANTED WITH WETLAND TYPE PLANT SPECIES IN MINIMUM ONE-GALLON CONTAINERS NOT MORE THAN 36 INCHES ON CENTER THROUGHOUT THE EXTENT OF THE BASIN, TO EXEMPT THE PROPOSED LOTS AND EXISTING DEVELOPMENT FROM SAID REQUIREMENT.

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COMMUNITY DEVELOPMENT

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0 15 30 60  
SCALE IN FEET

LOT 3

LOT 2

LOT 1

CLIENT:  
**ORTHOPEDIC SPECIALTY CARE CENTER**  
24321 WALDEN CENTER DR. STE. 201  
BONITA SPRINGS, FL 34134

REV.	DATE	DESCRIPTION	BY
A	10/27/10	PER COMMENTS RECEIVED 9/15/10	FEH

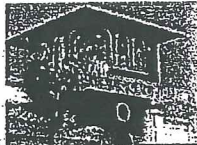
**DAVIDSON ENGINEERING, INC.**  
3530 KRAFT ROAD, SUITE 301, NAPLES, FLORIDA 34105  
PHONE (239) 434-6060 FAX (239) 434-6084  
COMPANY ID. NO. 00009496

COLONY CORPORATE CENTER		
EXHIBIT B-2.A.1: MASTER SITE PLAN		
DRAWN BY: KMW	PROJECT: 10-0038	SURVEY: AS NOTED
DESIGNED BY: KMW	SCALE: AS NOTED	FILE NO:
APPROVED BY:	OCT 27, 2010	10-0038

SHEET  
1  
OF  
1



EsteroCPP.ORG

ESTERO  
VILLAGE  
WITH A  
VISION

Home &gt; ECPP &gt; July 2010 ECPP Meeting Minutes

## ESTERO COMMUNITY PLANNING PANEL

Minutes of Public Meeting #117- July 19, 2010

Estero Community Park, Estero, Florida

Panel Members Present: Jack Lienesch, Civic Association, Chairman; John Goodrich, ECCL; Dan DeLisi, Estero development community; Erik Dickens, ECCL; Ned Dewhirst, Estero development community; Greg Toth, Founding Member; Treasurer: Bev MacNellis, ECCL; Jeff Maas, Estero Chamber of Commerce; Neal Noethlich, Emeritus Member and Bill Brown, Recording Secretary, ECCL.

Public Notice: Brown reported that the meeting notice appeared in the News-Press, the Naples Daily News Calendar, and the Century-Link Estero Events Calendar and EsteroFl.org websites. The notice was posted at the South County Regional Library, Realty World of Estero, and the BB&T and the Fifth Third Banks.

Secretary's Report: Brown distributed minutes of the June meeting. Goodrich: Motion to accept minutes. Dewhirst: Seconded. Accepted unanimously.

DEVELOPER PRESENTATIONS: Commercial lot split for Walden Center - Fred Hood, Davidson Engineering explained that this would be accomplished by an administrative amendment. The new tenant requires more parking so eighteen additional spaces will be accommodated. DeLisi asked about deviations which will involve water management and buffering issues. Toth asked about landscaping and open space. Hood replied that they planned to maintain the landscaping and the open space would still exceed the 20% required by the county. Lienesch said the Minutes will reflect the Panel's approval. At the time of the Development Order for this project, the landscaping changes will be reviewed by our EDRC.

University Highlands, Timberland and Tiburon MDP Amendment - Neale Montgomery. Lienesch commented that the Panel was upset when the height change with which the Panel had been concerned was accomplished by an amendment to the Comprehensive Plan. Lienesch went to the BOCC hearing to express his disappointment and received apologies from both the county staff and the developer. Al Moscato, Principal of MN Development Group, explained that the heights permitted start at 45 ft. near Ben Hill Griffin and increase by a 6 to 1 ratio up to 95 ft in the back near Miromar Outlets. The planned hotel would be in the 95' area and is planned to be on the lake near Miromar. Several members of the panel felt the 95' height was inappropriate for the NE corner in the mixed use area because it was right on Estero Parkway and Three Oaks. Moscato presented their Image Book. Toth objected to the lack of a unified theme in the Image Book. Ned agreed that commonality, compatibility statements for the whole complex should be part of the zoning somehow. Regarding the deviation requested for the lake pedestrian access at the north end, Lienesch pointed out that Chapter 33, in the Estero section of the Code requires sidewalk and bike paths along any public road where a lake is placed proximate to the road. He noted that our vision was to invite the public to utilize these areas as public space. Montgomery said there is a liability problem. DeLisi said if there is a liability problem why not put the lake further south? He pointed out that the developer is asking for a deviation to put the lake up against Estero Parkway. Toth said Miromar uses its lake for recreational purposes - so what's the difference! Moscato stated that that lake was maintained by a CDD and has governmental immunity. Lienesch asked what comes next with this project. Montgomery said they would be happy to meet with Grandezza to review their concerns, and eventually come back with more design book definition.

ECPP: Noethlich announced that a Community Planning Workshop will be held on Saturday November 13 starting at 8:30 AM at the Hyatt Regency. This will include a survey of the community to help identify planning issues and prioritize. The workshop is part of the effort to raise funds and get county matching funds to hire professional help to update the Estero Plan and Vision Statement.

Lienesch announced that the David Graham Award will be presented to the Hyatt on Thursday, July 29 at the Trianon Hotel.

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Dewhirst gave an update on Downtown Estero/Southland Village. He said the staff report described the problem at the intersection of US41 and the project. Much discussion about the need for a full intersection occurred. The County is working with FDOT to get a westbound right turn lane on Broadway and Montgomery reported that Rick Johnson is ready to give them the necessary land to accomplish this. Problems on Broadway would also be increased by a full access on Broadway for the project. DeLisi said the project is a great design. Toth pointed out that even with the aforementioned right turn lane there will be big backups of traffic. Lienesch said if the three US41 entrances (this project, Rick Johnson's and Cypress Bend) are consolidated it may be possible to argue for a full intersection and, when warranted, a traffic light. Noethlich pointed out the adverse impact on the Broadway and Highlands community which will be further increased if Estero on the River ever comes to fruition.

Lienesch said he and Dewhirst are working with our Webmaster, Kim Dailey, to update our Website. He said she has found a better map of Estero.

Toth brought up a proposal for a "World of Beer" facility at Coconut Point which is potentially in conflict with Goal 19 which prohibits free standing bars in Estero (not associated with a Class III restaurant). However, World of Beers cohabits with near-by restaurants which serve its beer in other Florida communities. Dewhirst said he didn't consider this a stand-alone bar. Noethlich pointed out that they had permitted a wine tasting bar in Miromar. Don Eslick said that they should have a contractual relationship with the restaurants. Kathie Ebaugh said the County staff will attempt to develop some options for the Panel as to how this could be done within the existing plan language. She said this should be done without setting an unwanted precedent. She will give the report to the Panel at its next meeting on August 16.

Meeting adjourned at 8:00 PM.

NEXT MEETING:

6:00 PM, MONDAY, August 16, ESTERO COMMUNITY PARK

08/05/2010

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Site by: [Papvrus](#)

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ADD 2010-00073

**Jessica Ramos**

---

**From:** Robert Melzer [lopakadesignstudio@yahoo.com]  
**Sent:** Friday, August 13, 2010 11:24 AM  
**To:** Fred Hood; Bill Prys  
**Cc:** Keisha Westbrook; Jessica Ramos  
**Subject:** Re: EDRC Meeting: Colony Corporate Center

Mr. Hood,

Thank you for taking your time to present your project to the EDRC members this past wednesday. I look forward to receiving the full size prints of your presentation so that we can proceed with our EDRC approval letter.

**Bob Melzer, RLA, ASLA**

President of:  
Lopaka Design Studio, Inc

ph: 239.823.2724

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ADD 2010-00073

--- On Thu, 8/12/10, Fred Hood <Fred@davidsonengineering.com> wrote:

From: Fred Hood <Fred@davidsonengineering.com>  
Subject: EDRC Meeting: Colony Corporate Center  
To: lopakadesignstudio@yahoo.com  
Cc: "Keisha Westbrook" <keisha@davidsonengineering.com>, "Jessica Ramos" <Jessica@davidsonengineering.com>  
Date: Thursday, August 12, 2010, 1:53 PM

Mr. Melzer,

Following up on last evening's meeting with the EDRC, we will be sending you two full size landscape plans as well as the master concept plan presented and reviewed to be officially signed off on and forwarded to Lee County and for the EDRC's records.

Thank you for taking the time to review our project and for the helpful follow up information last night. If there's anything else we can provide, please let me know.

9/3/2010

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**Estero Design Review Committee**  
**Public Informational Session Summary and Design Review Comments**

September 3, 2010

Mrs. Jessica Ramos  
Davidson Engineering  
3530 Kraft Road, Suite #301  
Naples, FL 34105

ADD 2010-00073

**RE: Colony Corporate Center**  
**Public Informational Session Summary and Design Review Comments**  
Estero Design Review Committee Meeting of Aug. 11, 2010  
Location: The Estero Recreation Center

Dear Applicant and County Staff:

The above referenced project was presented to the EDRC on Aug. 11, 2010 and has satisfied the public informational session as required per LDC, Sect. 34-1042. The EDRC reviewed the submittal and discussed the design documents.

**Discussion:**

- After reviewing the presentation to the committee at the Aug 11<sup>th</sup> meeting, the committee approves the attached presentation drawings that are signed and dated by acting EDRC Chairman, Robert Melzer.

**Comments:**

- None.

The EDRC, on behalf of the citizens of Estero, would like to thank the applicant for the submittal and cooperation with the design review procedures.

Sincerely,

Robert Melzer  
Chairman, Estero Design Review Committee

Cc: Peter Eckenrode, Lee County  
Kim Dailey



**Exhibit AA-3.A.1**

The following identifies the strap numbers attached to the subject property and the proposed lots therein:

Strap Numbers:

09-47-25-00-00001.0150

09-47-25-00-00001.0170

09-47-25-00-00001-017A

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**DAVIDSON ENGINEERING, INC.**  
3530 KRAFT ROAD, SUITE 301  
NAPLES, FL 34105  
PHONE: 239-434-6060

**COLONY CORPORATE CENTER**  
**EXHIBIT AA-2.C.2: PROPERTY OWNER'S MAP**

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Lee County Property Appraiser

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Tax Year 2010

## COMMUNITY DEVELOPMENT

Next Lower Parcel Number Next Higher Parcel Number Tax Estimator Tax Bills Print

## Property Data for Parcel 09-47-25-00-00001.017A

## Owner Of Record

WCI COMMUNITIES LLC  
 24301 WALDEN CENTER DR  
 BONITA SPRINGS FL 34134

## Site Address

CORNER LOT  
 BONITA SPRINGS FL 34134

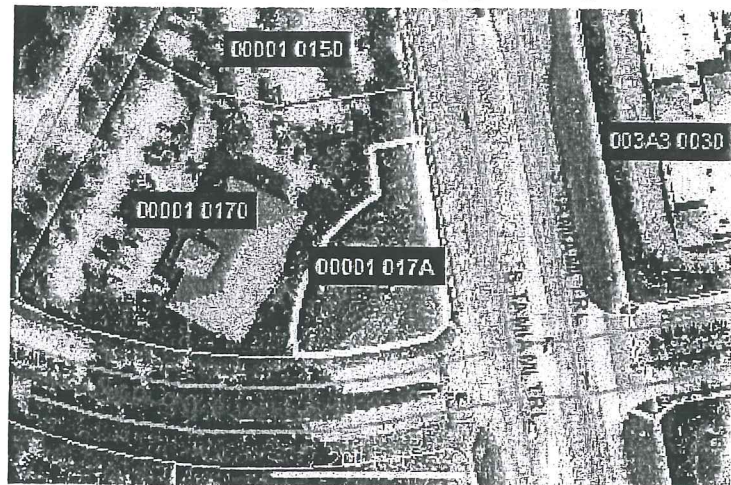
## Legal Description

PARL LOC IN SW 1/4  
 OF SE 1/4

## Classification / DOR Code

VACANT COMMERCIAL / 10

[ Viewer ] Tax Map [ Print ]



[ Pictometry Aerial Viewer ]

## Property Values (2010

## Tax Roll)

## Exemptions

## Attributes

Just	1,000	Homestead	0	Land Units of Measure	UT
Assessed	1,000	Additional Homestead	0	Total Number of Land Units	1.00
Portability Applied	0	Widow	0	Frontage	23946
Assessed SOH	1,000	Widower	0	Depth	0
Taxable	1,000	Disability	0	Total Number of Buildings	0
Building	0	Wholly	0	Total Bedrooms	0
Building Features	Incl. in bldg value	Senior	0	Total Bathrooms	0
Land	1,000	Agriculture	0	Total Buildings Sq Ft	0
Land Features	Incl. in land value			1st Year Building on Tax Roll	0
				Historic District	No

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Lee County Property Appraiser

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DEC 13 2010

Tax Year **2010****COMMUNITY DEVELOPMENT**

Next Lower Parcel Number Next Higher Parcel Number Tangible Accounts Tax Estimator Tax Bills Print

## Property Data for Parcel 09-47-25-00-00001.0150

## Owner Of Record

PARKS APARTMENTS  
INC 49.21% +  
MONROE  
MANAGEMENT CO  
INC 50.79 INT  
13355 POND APPLE  
DR  
NAPLES FL 34119

## Site Address

24201/211 WALDEN  
CENTER DR  
BONITA SPRINGS FL  
34134

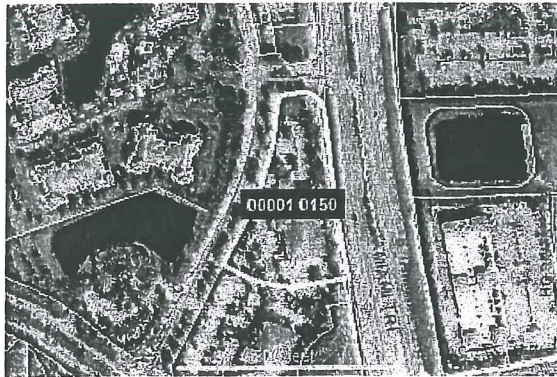
## Legal Description

PARL LOC IN THE  
SE 1/4 OF AS DESC  
IN  
OR 2960 PG 1251

## Classification / DOR Code

OFFICE, ONE  
STORY / 17

[ Viewer ] Tax Map [ Print ]



[ Pictometry Aerial Viewer ]

## Image of Structure



◀ Photo Date February of 2009 ▶

## Property Values (2010 Tax Roll)

## Exemptions

## Attributes

<b>Just</b>	1,369,652	<b>Homestead</b>	0	<b>Land Units of Measure</b>	SF
<b>Assessed</b>	1,369,652	<b>Additional Homestead</b>	0	<b>Total Number of Land Units</b>	83417.40
<b>Portability Applied</b>	0	<b>Widow</b>	0	<b>Frontage</b>	0
<b>Assessed SOH</b>	1,369,652	<b>Widower</b>	0	<b>Depth</b>	0
<b>Taxable</b>	1,369,652	<b>Disability</b>	0	<b>Total Number of Buildings</b>	1
<b>Building</b>	359,590	<b>Wholly</b>	0	<b>Total Bedrooms</b>	0
<b>Building Features</b>	Incl. in bldg value	<b>Senior</b>	0	<b>Total Bathrooms</b>	22.0
<b>Land</b>	1,010,062	<b>Agriculture</b>	0	<b>Total Buildings Sq Ft</b>	25,423
<b>Land Features</b>	Incl. in land value			<b>1st Year Building on Tax Roll</b>	1999
<b>SOH Difference</b>	0			<b>Historic District</b>	No



## Taxing Authorities

ADD 2010-00073



## Lee County Property Appraiser

Tax Year **2010**
[Next Lower Parcel Number](#) [Next Higher Parcel Number](#) [Tangible Accounts](#) [Tax Estimator](#) [Tax Bills](#) [Print](#)

## Property Data for Parcel 09-47-25-00-00001.0170

Owner Of  
Record

GVB PROPERTIES  
LLC  
24231 WALDEN  
CENTER DR STE 202  
BONITA SPRINGS FL  
34134

## Site Address

24231 WALDEN  
CENTER DR  
BONITA SPRINGS FL  
34134

Legal  
Description

PARL LOC IN THE SW  
1/4  
OF THE SE 1/4 AS  
DESC  
IN OR 3057 PG 885

Classification /  
DOR Code

OFFICE, ONE  
STORY / 17

[ Viewer ] Tax Map [ Print ]



[ Pictometry Aerial Viewer ]

## Image of Structure



◀ Photo Date February of 2009 ▶

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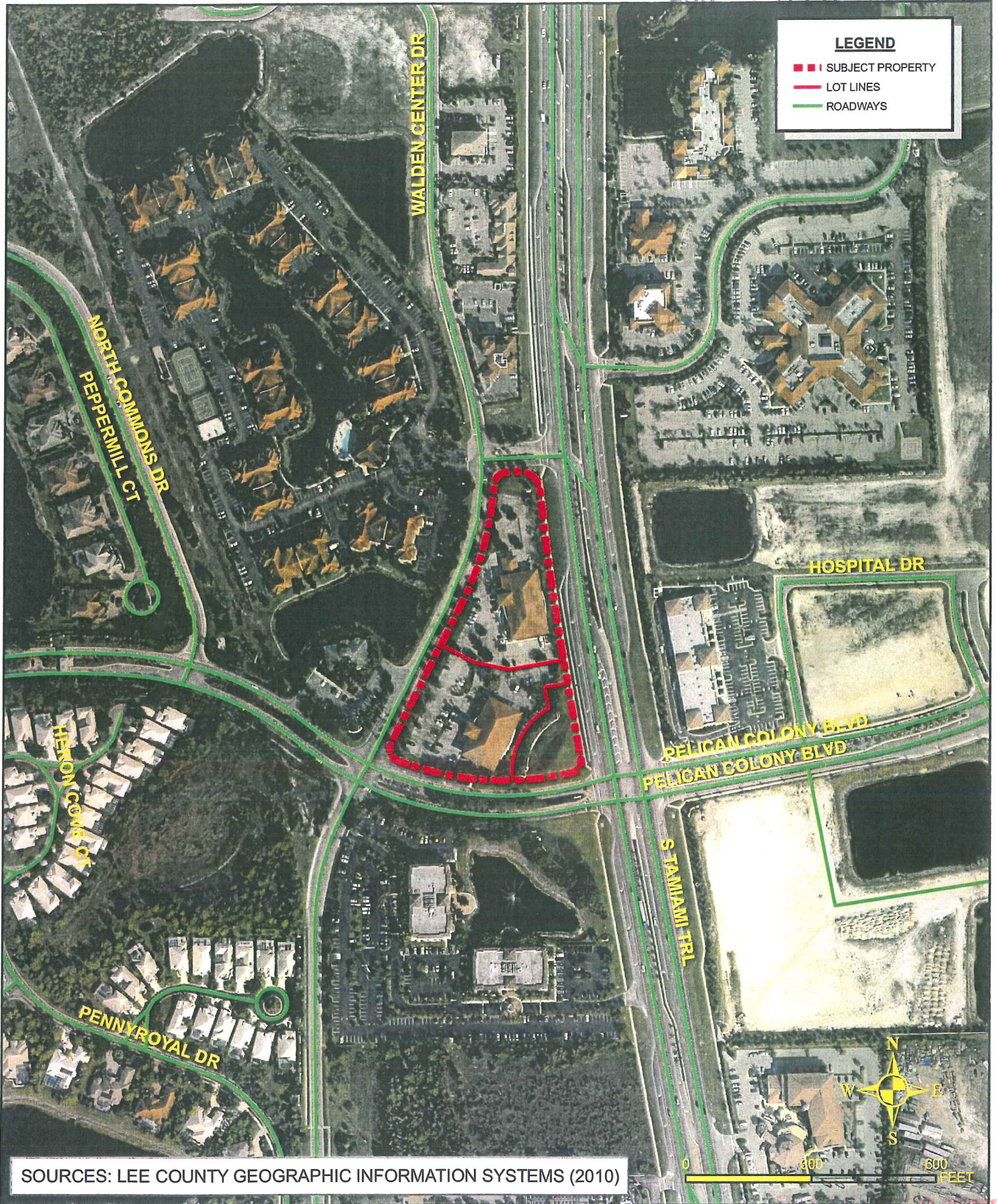
COMMUNITY DEVELOPMENT

ADD 2010-00073



## Taxing Authorities







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.

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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 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 the Lee 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. The Association shall have the right to delegate, from time to time, the primary responsibility for the operation, maintenance, and replacement of the Surface Water Management System (or portions thereof) and if any such party delegated such right fails in its obligation to maintain and operate the Surface Water Management System, the Association shall have the right and a perpetual, non-exclusive easement to enter upon and perform maintenance and operational responsibilities for and, if necessary, repair the Surface Water Management System. Due to the nature and configuration of the Project, initially, the Owners shall be delegated the primary responsibility for the operation, maintenance, and replacement of the Surface Water Management System in the manner described herein. Said delegation shall remain in effect unless and until determined otherwise by the Association. In that regard, each Owner, at its sole cost and expense, shall be responsible for the operation, maintenance, repair and replacement of those portions of the Surface Water Management System located on its Parcel. 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 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.

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.

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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.

(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:

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(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;

(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 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.

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(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.

(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.

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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.

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 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.

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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.

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 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

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.

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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.

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COMMUNITY DEVELOPMENT



(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 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 or 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:

Witness #1

Print Name: Steve Brooks

Witness #2

Print Name: L. Gail Law

GVB PROPERTIES, LLC,  
a Florida limited liability company

By:

Print Name:

Its:

Aldo Beretta

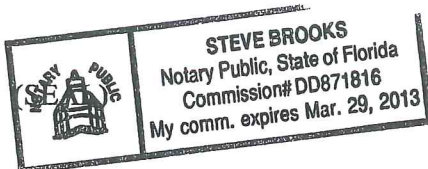
Managing Member

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 FLDL as identification.

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



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)

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



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COMMUNITY DEVELOPMENT

ADD 2010-00073

MONROE:

WITNESSES:

Witness #1

Print Name: CRYSTAL GUADALUPE

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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COMMUNITY DEVELOPMENT

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

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

COMMUNITY DEVELOPMENT

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.

ADD 2010-00073

(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

#### 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,



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.



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 November, 2010

By:   
Its: Incorporator

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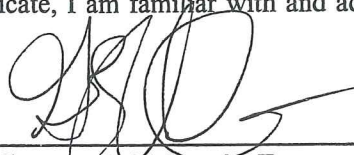
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**ACCEPTANCE OF DESIGNATION AS REGISTERED AGENT**

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

ADD 2010-00073

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

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

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

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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;



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

COMMUNITY DEVELOPMENT

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

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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.

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**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.

ADD 2010-00073



**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.

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

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

Name: Aldo Berth

Title: Pres/VP

**RECEIVED**

DEC 13 2010

COMMUNITY DEVELOPMENT

ADD 2010-00073

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

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

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DEC 13 2010

COMMUNITY DEVELOPMENT

ADD 2010-00073



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

**RECEIVED**

DEC 13 2010

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ADD 2010-00073

# Rhodes & Rhodes Land Surveying, Inc.

28100 Bonita Grande Drive, Suite 107, Bonita Springs, Florida 34135  
Phone (239) 405-8166 Fax (239) 405-8163

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

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:

BEGINNING 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; 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 371.58 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 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°00'14", SUBTENDED BY A CHORD OF 405.04 FEET AT A BEARING OF S 08°05'57" E, FOR AN ARC LENGTH OF 405.13 FEET TO THE END OF SAID CURVE; THENCE RUN S 10°06'04" E ALONG SAID WESTERLY RIGHT-OF-WAY LINE, FOR A DISTANCE OF 241.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 4.42 ACRES, MORE OR LESS

SHEET 1 OF 2

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DEC 13 2010

COMMUNITY DEVELOPMENT

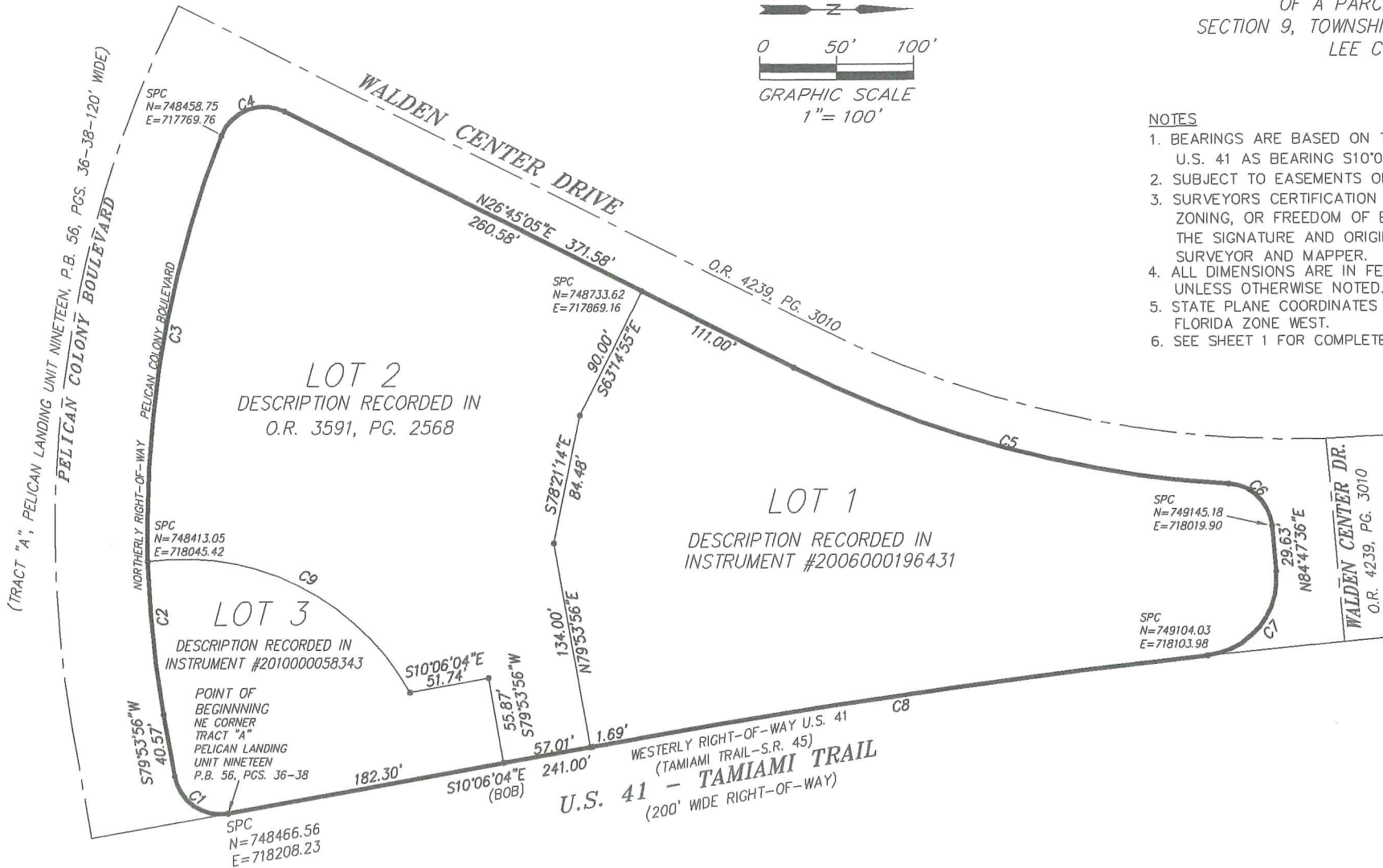
ADD 2010-00073

AA-3.C.1



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AA-3.C.2



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

- NOTES
1. BEARINGS ARE BASED ON THE WESTERLY RIGHT-OF-WAY OF U.S. 41 AS BEARING S10°06'04"E.
  2. SUBJECT TO EASEMENTS OF RECORD.
  3. SURVEYORS CERTIFICATION DOES NOT APPLY TO MATTERS OF TITLE, ZONING, OR FREEDOM OF ENCUMBRANCES, AND IS NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
  4. ALL DIMENSIONS ARE IN FEET AND DECIMALS THEREOF, UNLESS OTHERWISE NOTED.
  5. STATE PLANE COORDINATES ARE BASED ON NAD 83 (1990 ADJUSTMENT), FLORIDA ZONE WEST.
  6. SEE SHEET 1 FOR COMPLETE LEGAL DESCRIPTION.

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DEC 13 2010  
COMMUNITY DEVELOPMENT

ADD 2010-00073

\*\*\* THIS IS NOT A SURVEY \*\*\*  
THOMAS E. RHODES, SR., P.S.M. 5854

CURVE TABLE					
CURVE	RADIUS	DELTA ANGLE	ARC	CHORD	CHORD BEARING
C1	30.00'	90°00'00"	47.12'	42.43'	S34°53'56"W
C2	690.00'	08°16'22"	99.63'	99.54'	S84°02'07"W
C3	690.00'	23°21'50"	281.37'	279.42'	N80°08'46"W
C4	30.00'	95°12'57"	49.85'	44.31'	N20°51'23"W
C5	730.00'	23°11'28"	295.48'	293.46'	N15°09'21"E
C6	30.00'	81°13'58"	42.53'	39.06'	N44°10'37"E
C7	50.00'	89°06'34"	77.76'	70.16'	S50°39'07"E
C8	5797.58'	04°00'14"	405.13'	405.04'	S08°05'57"E
C9	170.00'	68°23'30"	202.92'	191.09'	S26°30'54"W

- LEGEND
- BOB BASIS OF BEARINGS
  - C1 CURVE 1 OF CURVE TABLE
  - O.R. OFFICIAL RECORDS BOOK
  - P.B. PLAT BOOK
  - PG. PAGE
  - SPC STATE PLANE COORDINATES

JOB # 2010-284	ACAD FILE 2010-284_SK.DWG
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TEXT FILE 2010-284_OVERALL_DESC.DOC	DATE OCT. 25, 2010
SCALE 1"=100'	drawn: TCS checked: MMM
28100 BONITA GRANDE DRIVE SUITE 107 BONITA SPRINGS, FL 34135 PHONE: (239) 405-8166 FAX: (239) 405-8163	
sheet #: 2 of 2	



# Rhodes & Rhodes Land Surveying, Inc.

28100 Bonita Grande Drive, Suite 107, Bonita Springs, Florida 34135

Phone (239) 405-8166

Fax (239) 405-8163

## DESCRIPTION OF A PARCEL OF LAND

LYING IN

SECTION 9, TOWNSHIP 47 SOUTH, RANGE 25 EAST

LEE COUNTY, FLORIDA

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

A PARCEL OF LAND LOCATED IN THE SOUTHEAST ¼ 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 ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 5797.58 FEET, THROUGH A CENTRAL ANGLE OF 04°00'14", SUBTENDED BY A CHORD OF 405.04 FEET AT A BEARING OF S 08°05'57" E, FOR AN ARC LENGTH OF 405.13 FEET TO THE END OF SAID CURVE; THENCE RUN S 10°06'04" E ALONG SAID WESTERLY RIGHT-OF-WAY LINE, FOR A DISTANCE OF 1.69 FEET; THENCE RUN S 79°53'56" W FOR A DISTANCE OF 134.00 FEET; THENCE RUN N 78°21'14" W FOR A DISTANCE OF 84.48 FEET; THENCE RUN N 63°14'55" W FOR A DISTANCE OF 90.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 1.935 ACRES, MORE OR LESS

SHEET 1 OF 2

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DEC 13 2010

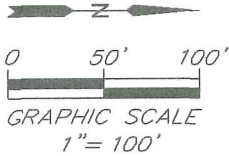
COMMUNITY DEVELOPMENT

ADD 2010-00073



SKETCH TO ACCOMPANY DESCRIPTION

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



- NOTES
1. BEARINGS ARE BASED ON THE WESTERLY RIGHT-OF-WAY OF U.S. 41 AS BEARING S10°06'04"E.
  2. SUBJECT TO EASEMENTS OF RECORD.
  3. SURVEYORS CERTIFICATION DOES NOT APPLY TO MATTERS OF TITLE, ZONING, OR FREEDOM OF ENCUMBRANCES, AND IS NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
  4. ALL DIMENSIONS ARE IN FEET AND DECIMALS THEREOF, UNLESS OTHERWISE NOTED.
  5. STATE PLANE COORDINATES ARE BASED ON NAD 83 (1990 ADJUSTMENT), FLORIDA ZONE WEST.
  6. SEE SHEET 1 FOR COMPLETE LEGAL DESCRIPTION.

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DEC 13 2010  
COMMUNITY DEVELOPMENT

ADD 2010-00073

\*\*\* THIS IS NOT A SURVEY \*\*\*

THOMAS E. RHODES, SR., P.S.M. 5854

CURVE TABLE					
CURVE	RADIUS	DELTA ANGLE	ARC	CHORD	CHORD BEARING
C1	30.00'	90°00'00"	47.12'	42.43'	S34°53'56"W
C2	690.00'	08°16'22"	99.63'	99.54'	S84°02'07"W
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C4	30.00'	95°12'57"	49.85'	44.31'	N20°51'23"W
C5	730.00'	23°11'28"	295.48'	293.46'	N15°09'21"E
C6	30.00'	81°13'58"	42.53'	39.06'	N44°10'37"E
C7	50.00'	89°06'34"	77.76'	70.16'	S50°39'07"E
C8	5797.58'	04°00'14"	405.13'	405.04'	S08°05'57"E
C9	170.00'	68°23'30"	202.92'	191.09'	S26°30'54"W
C10	690.00'	31°38'12"	380.99'	376.17'	N84°16'58"W

- LEGEND
- BOB BASIS OF BEARINGS  
C1 CURVE 1 OF CURVE TABLE  
O.R. OFFICIAL RECORDS BOOK  
P.B. PLAT BOOK  
PG. PAGE  
SPC STATE PLANE COORDINATES

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SCALE 1" = 100'	DATE JULY 29, 2010
drawn: TCS	checked: MMM
sheet #: 2 of 2	

RHODES & RHODES  
LAND SURVEYING, INC.  
LICENSE #LB 6897

28100 BONITA GRANDE DRIVE SUITE 107  
BONITA SPRINGS, FL 34135  
PHONE: (239) 405-8166 FAX: (239) 405-8163

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Fax (239) 405-8163

## 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.

SHEET 1 OF 2

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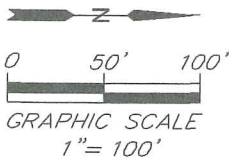
COMMUNITY DEVELOPMENT

ADD 2010-00073

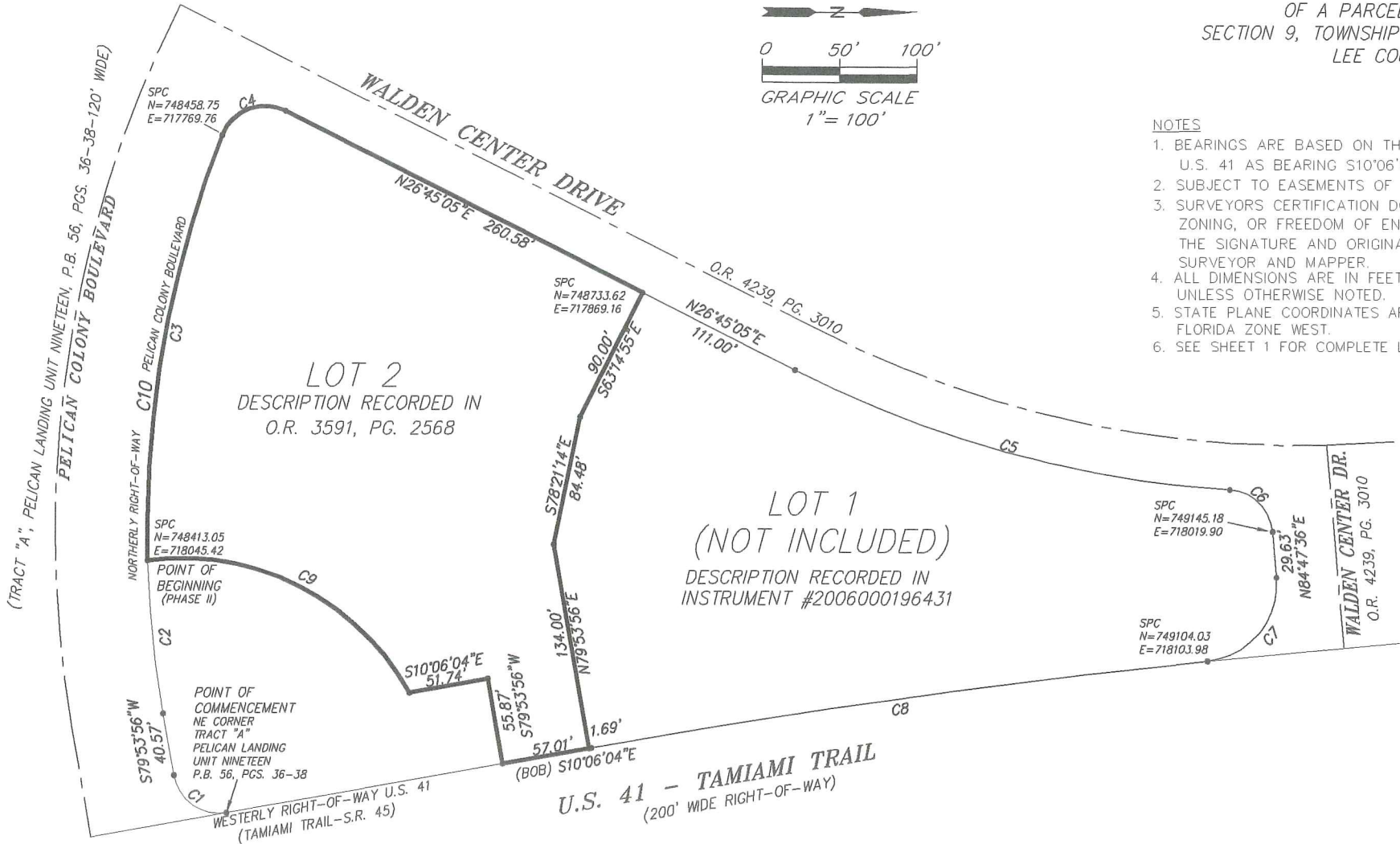


SKETCH TO ACCOMPANY DESCRIPTION

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



- NOTES
1. BEARINGS ARE BASED ON THE WESTERLY RIGHT-OF-WAY OF U.S. 41 AS BEARING S10°06'04"E.
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  3. SURVEYORS CERTIFICATION DOES NOT APPLY TO MATTERS OF TITLE, ZONING, OR FREEDOM OF ENCUMBRANCES, AND IS NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
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CURVE TABLE					
CURVE	RADIUS	DELTA ANGLE	ARC	CHORD	CHORD BEARING
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C5	730.00'	23°11'28"	295.48'	293.46'	N15°09'21"E
C6	30.00'	81°13'58"	42.53'	39.06'	N44°10'37"E
C7	50.00'	89°06'34"	77.76'	70.16'	S50°39'07"E
C8	5797.58'	04°00'14"	405.13'	405.04'	S08°05'57"E
C9	170.00'	68°23'30"	202.92'	191.09'	S26°30'54"W
C10	690.00'	31°38'12"	380.99'	376.17'	N84°16'58"W

- LEGEND
- BOB BASIS OF BEARINGS
  - C1 CURVE 1 OF CURVE TABLE
  - O.R. OFFICIAL RECORDS BOOK
  - P.B. PLAT BOOK
  - PG. PAGE
  - SPC STATE PLANE COORDINATES

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\*\*\* THIS IS NOT A SURVEY \*\*\*

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JOB # 2010-284	ACAD FILE 2010-284_PH1-SK.DWG
RHODES & RHODES LAND SURVEYING, INC. LICENSE #LB 6897	
TEXT FILE 2010-284_PH1-DESC.DOC	DATE JULY 29, 2010
SCALE 1"= 100'	drawn: TCS checked: MMM
28100 BONITA GRANDE DRIVE SUITE 107 BONITA SPRINGS, FL 34135 PHONE: (239) 405-8166 FAX: (239) 405-8163	
sheet #: 2 of 2	

# Rhodes & Rhodes Land Surveying, Inc.

28100 Bonita Grande Drive, Suite 107, Bonita Springs, Florida 34135  
Phone (239) 405-8166 Fax (239) 405-8163

## DESCRIPTION OF A PARCEL OF LAND

LYING IN

SECTION 9, TOWNSHIP 47 SOUTH, RANGE 25 EAST

LEE COUNTY, FLORIDA

LOT 3 DESCRIPTION

(LANDSCAPE BUFFER SITE,

RECORDED IN INSTRUMENT #2010000058343, 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:

BEGIN 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 THE 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 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 END OF SAID CURVE AND TO A POINT ON A CIRCULAR CURVE CONCAVE TO THE SOUTHEAST WHOSE RADIUS POINT BEARS N.82°19'08"E. A DISTANCE OF 170.00 FEET THEREFROM; THENCE RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT, 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 N.26°30'54"E., FOR AN ARC LENGTH OF 202.92 FEET TO THE END OF SAID CURVE; THENCE RUN N.10°06'04"W. FOR A DISTANCE OF 51.74 FEET; THENCE RUN N.79°53'56"E. FOR A DISTANCE OF 55.87 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF U.S. 41 (S.R. 45) (200' RIGHT-OF-WAY); THENCE RUN S.10°06'04"E., ALONG SAID RIGHT-OF-WAY LINE, FOR A DISTANCE OF 182.30 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.57 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.

SHEET 1 OF 2

ADD 2010-00073

RECEIVED  
DEC 13 2010

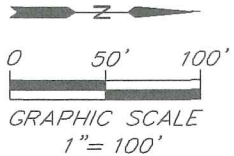
COMMUNITY DEVELOPMENT



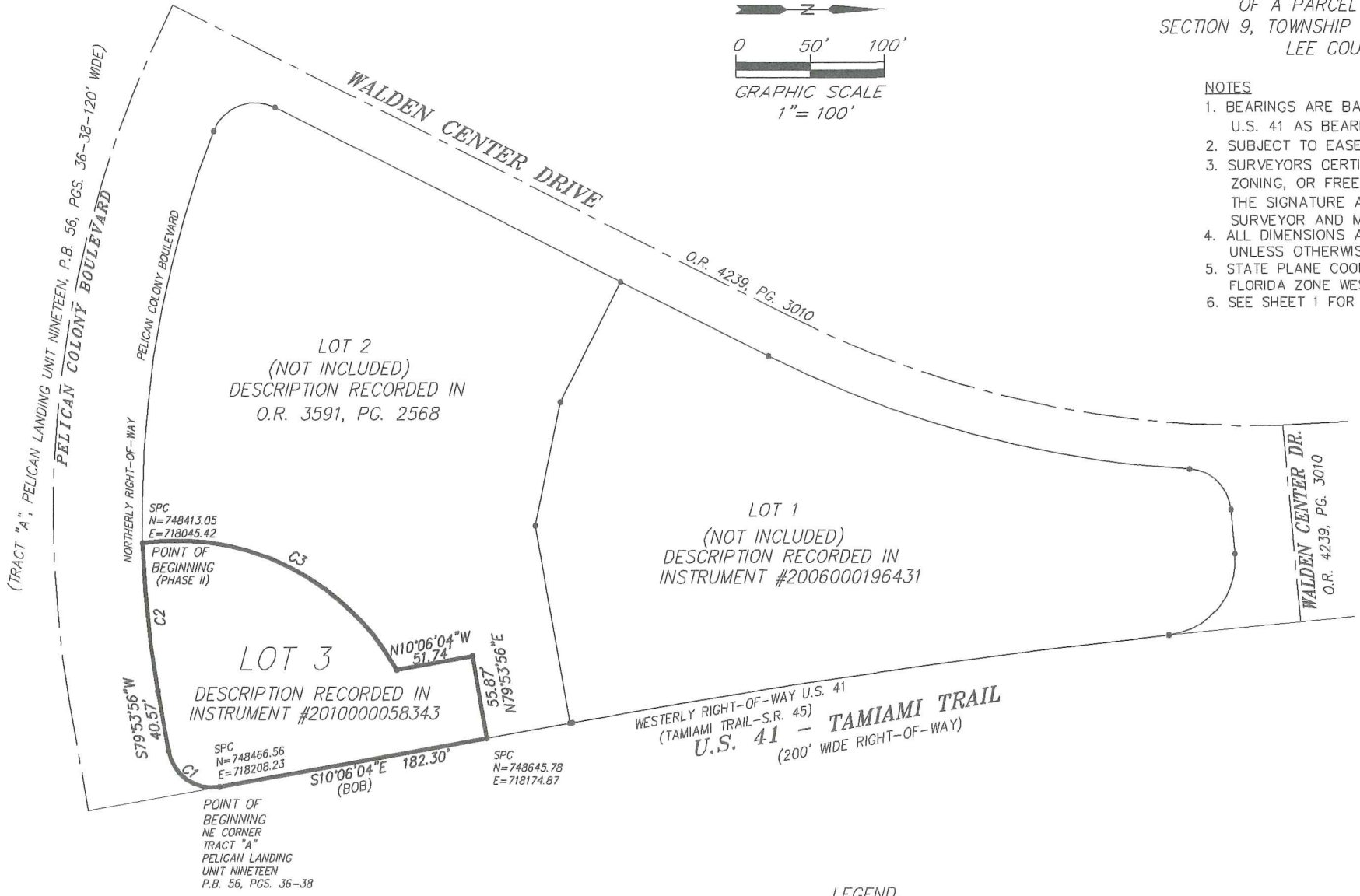
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SKETCH TO ACCOMPANY DESCRIPTION

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



- NOTES
1. BEARINGS ARE BASED ON THE WESTERLY RIGHT-OF-WAY OF U.S. 41 AS BEARING S10°06'04"E.
  2. SUBJECT TO EASEMENTS OF RECORD.
  3. SURVEYORS CERTIFICATION DOES NOT APPLY TO MATTERS OF TITLE, ZONING, OR FREEDOM OF ENCUMBRANCES, AND IS NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
  4. ALL DIMENSIONS ARE IN FEET AND DECIMALS THEREOF, UNLESS OTHERWISE NOTED.
  5. STATE PLANE COORDINATES ARE BASED ON NAD 83 (1990 ADJUSTMENT), FLORIDA ZONE WEST.
  6. SEE SHEET 1 FOR COMPLETE LEGAL DESCRIPTION.



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\*\*\* THIS IS NOT A SURVEY \*\*\*

THOMAS E. RHODES, SR., P.S.M. 5854

CURVE TABLE					
CURVE	RADIUS	DELTA ANGLE	ARC	CHORD	CHORD BEARING
C1	30.00'	90°00'00"	47.12'	42.43'	S34°53'56"W
C2	690.00'	08°16'22"	99.63'	99.54'	S84°02'07"W
C3	170.00'	68°23'30"	202.92'	191.09'	N26°30'54"E

- LEGEND
- BOB BASIS OF BEARINGS
  - C1 CURVE 1 OF CURVE TABLE
  - O.R. OFFICIAL RECORDS BOOK
  - P.B. PLAT BOOK
  - PG. PAGE
  - SPC STATE PLANE COORDINATES

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28100 BONITA GRANDE DRIVE SUITE 107 BONITA SPRINGS, FL 34135 PHONE: (239) 405-8166 FAX: (239) 405-8163		DATE OCT. 25, 2010 drawn: TCS checked: MMM sheet #: 2 of 2